

April 15, 2024

Via Email

North Carolina Department of Insurance  
Attn: Nancy Wise, Manager  
Special Entities Section

Re: Wesley Pines – Amended 2024 CCRC Annual Filing (FYE End 9/30/2023)

Dear Ms. Wise:

Enclosed please find the following being filed on behalf of The United Methodist Retirement Homes, Incorporated (UMRH) d/b/a Wesley Pines:

1. Revised Disclosure Statement dated April 15, 2024. The Compilation of Financial Forecast was updated to include Individual Operations of Wesley Pines under Attachment 2.
2. Revised Disclosure Statement dated April 15, 2024. The Balance Sheet and Income Statement was updated for UMRH and Wesley Pines under Attachment 3.

Sincerely,

*Mikayla Bennett*

Mikayla Bennett  
Compliance Analyst

Enclosures

cc: Amy Shooter  
Jonathan Erickson



# Wesley Pines

A rich tradition, a warm welcome

**1000 Wesley Pines Road  
Lumberton, North Carolina 28358-2148  
(910) 738-9691  
www.wesleypines.org**

## **DISCLOSURE STATEMENT**

**Wesley Pines (the "Community") must deliver a Disclosure Statement to a prospective resident prior to or at the time a prospective resident executes a Residency Agreement to provide continuing care, or prior to or at the time a prospective resident transfers any money or other property to the Community, whichever occurs first.**

**The Community, like all other continuing care retirement communities in the State of North Carolina, is subject to the Continuing Care Retirement Communities Act. This Disclosure Statement has not been reviewed or approved by any government agency or representative to ensure accuracy or completeness of the information set out.**

**April 15 , 2024**

**Unless earlier revised, the Community intends for this  
Disclosure Statement to remain effective until July 28, 2025**



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## **Attachments:**

- **Attachment 1 – Audited Financial Statements for The United Methodist Retirement Homes, Incorporated (includes the consolidated operations of Croasdaile Village, Cypress Glen and Wesley Pines)**
- **Attachment 2 – Forecasted Financial Statements of The United Methodist Retirement Homes, Incorporated (includes the consolidated operations of Croasdaile Village, Cypress Glen and Wesley Pines)**
- **Attachment 3 – Interim Unaudited Financial Statements of The United Methodist Retirement Homes, Incorporated (includes the consolidated operations of Croasdaile Village, Cypress Glen and Wesley Pines)**
- **Attachment 4 – Explanations of Material Differences**
- **Attachment 5 – Standard Residency Agreement**
- **Attachment 6 – Communities Managed by Life Care Services LLC**
- **Attachment 7– List of Extra Charges**

## INTRODUCTION

Wesley Pines (the "Community") brings to residents of the southern North Carolina area, who are age 62 and over, a way of retirement living known as "continuing care." This concept offers retirees a life style designed to meet their unique needs while allowing them the freedom to pursue their personal interests. Continuing care communities, such as the Community, encompass these important components: a private residence, a wide array of personal services, assisted living services, and the security of long-term care in the on-site Health Center.

The Community is owned and operated by The United Methodist Retirement Homes, Incorporated ("UMRH"), a North Carolina not-for-profit corporation, which is committed to providing a quality adult community that is fiscally sound and genuinely responsive to resident needs. UMRH also owns Croasdaile Village, a continuing care retirement community located in Durham, North Carolina and Cypress Glen Retirement Community, a continuing care retirement community located in Greenville, North Carolina. The financial information attached to this Disclosure Statement includes financial information for UMRH and the consolidated operations of Croasdaile Village, Cypress Glen and Wesley Pines. (See further explanation under the "Financial Information" section of this Disclosure Statement.)

One of the purposes of this Disclosure Statement is to explain to prospective residents, their families, and their advisors who and what is involved in the operation of the Community. This Disclosure Statement was prepared on the basis of information available at the time of its publication and assumptions, which were believed to be realistic as of that date. Such information and assumptions are, of course, subject to change and, in particular, are significantly affected by changes in inflation and interest rates.

Since non-technical language has been used in this Disclosure Statement, the text of this booklet and the language of the Residency Agreement signed by a resident may not be the same. Although this Disclosure Statement details the provisions of the Residency Agreement, the Residency Agreement serves as the sole binding contract between the resident and UMRH.

**We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, or national origin.**

## **THE UNITED METHODIST RETIREMENT HOMES, INCORPORATED**

The United Methodist Retirement Homes, Incorporated ("UMRH") is a not-for-profit corporation originally chartered by the State of North Carolina on January 24, 1946. A Restated Charter was filed with the Department of the Secretary of State for the State of North Carolina on October 26, 1992. The principal business address of UMRH is 2600 Croasdaile Farm Parkway, Suite A-500; Durham, North Carolina 27705.

UMRH is operated as a community service organization and is tax exempt under the provisions of Section 501(c)(3) of Internal Revenue Code.

UMRH is the sole shareholder of UMRH Affordable Housing, Inc. UMRH-Affordable Housing, Inc. is located at 2600 Croasdaile Farm Parkway, Suite A-500, Durham, NC 27705. It was organized in 2002 in the State of North Carolina in conjunction with the Wesley Ridge project (see more information below). UMRH Affordable Housing, Inc. is not responsible for the contractual or financial obligations of UMRH.

UMRH is the sole member of UMRH Affordable Housing Development, LLC, located at 2600 Croasdaile Farm Parkway, Suite A-500, Durham, NC 27705. UMRH Affordable Housing Development, LLC was organized in North Carolina in 2002 to further the charitable purposes of UMRH by developing Wesley Ridge, a 24-unit affordable rental housing complex located adjacent to Wesley Pines. UMRH Affordable Housing Development, LLC is not responsible for the contractual or financial obligations of UMRH.

UMRH is affiliated with The United Methodist Retirement Homes Foundation, Inc. (the "Foundation"). The Foundation is a not-for-profit corporation, which was organized for the benefit of the retirement communities operated by UMRH. Its purpose is to raise endowment funds, to support benevolent care for those residents who are unable to pay for care, and to support special programs. The Foundation is located at 2600 Croasdaile Farm Parkway, Suite A-500, Durham, NC 27705. The Board of Trustees of UMRH are the same Board of Trustees for the Foundation. UMRH and the Foundation are jointly obligated under the terms of the various bond agreements entered into for the financing of Croasdaile Village, Cypress Glen and Wesley Pines.

UMRH is related by faith to the North Carolina Annual Conference, Southeastern Jurisdiction, of The United Methodist Church. UMRH is governed by a corporate Board of Trustees. The North Carolina Annual Conference of The United Methodist Church elects forty percent (40%) of the Board of Trustees of UMRH. The North Carolina Annual Conference of The United Methodist Church is not responsible for the financial and contractual obligations of UMRH.

UMRH and the Community are also affiliated by membership with LeadingAge North Carolina; the United Methodist Association of Health and Welfare Ministries; and LeadingAge (National).

Other than disclosed above, UMRH is not affiliated with any other religious, charitable or nonprofit organization.

## BOARD OF TRUSTEES

The names and addresses of the members of the Board of Trustees of UMRH are listed below:

*Mr. Lee Harris*  
*Chair and Trustee*  
205 Shady Circle Dr.  
Rocky Mount, NC 27893

*Ms. Nancy Van Antwerp*  
*Secretary and Trustee*  
649 Lipford Dr.  
Cary, NC 27519

*Mr. Mack Parker*  
*Treasurer and Trustee*  
2204 Laurel Valley WayRaliegh, NC  
27604

*Mr. Jonathan P. Erickson (ex-officio Trustee)*  
*Corporate Executive Director*  
2600 Croasdaile Farm Parkway, Suite A-500  
Durham, NC 27705

*Ms. Susan Ezekiel*  
*Vice Chair and Trustee*  
6303 Three Loy Rd.  
McLeansville, NC 27301

### *Trustees:*

Mr. Carl Hardy, 4104 Cypress Dr., Apt. B, Wilson, NC 27896  
Mr. Charles Mercer, 4140 Parklane Avenue, Suite 200, Raleigh, NC 27612  
Rev. Paul Lee, 105 Chancellors Ridge Ct., Cary, NC 27513  
Rev. Gray Southern, P.O. Box 1970, Garner, NC 27529  
Dr. Kenneth Steinweg, 108 Jamestown Rd., Greenville, NC 27858  
Ms. Sheryl Taylor, 410 W 18<sup>th</sup> Street, Lumberton, NC 28358  
Mr. James Martin 1902 N Walnut Street, Lumberton, NC 28358

### *Ex-Officio Members of the Board of Trustees:*

Mr. Robert Brawley, 2 Aldersgate Court, Durham, NC 27705  
Mr. Robert Clinkscapes, 300 Francis Asbury Lane, Greenville, NC 27858

Ms. Phyllis Pate, 1000 Wesley Pines Road #306, Lumberton, NC 28358  
Rev. Nina Paul Vinson, P.O. Box 238, Maury, NC 28554

There is not any professional service firm, association, trust, partnership or corporation, in which the Executive Director, management staff or any member of the Board of Trustees has a 10 percent or greater interest in and which it is presently intended shall currently or in the future provide goods, leases or services to the Community or to residents of the Community, of an aggregate value of \$500 or more within any year. Further, there is not any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases or services of an aggregate value of \$500 or more within any year to the Community or to the residents of the Community that has a 10% or greater interest in any officer, trustee or management staff (including the Executive Director).

No Trustee or management staff of UMRH (i) has been convicted of a felony or pleaded nolo contendere to a felony charge, or been held liable or enjoined in a civil action by final

judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; or (ii) is subject to a currently effective injunctive or restrictive court order, or within the past five years, had any State or Federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, if the order or action arose out of or related to business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for aged, or facility subject to this Article or a similar law in another state. UMRH is not aware of any actions (as defined) against any person (as defined) requiring disclosure.

### **CORPORATE EXECUTIVE DIRECTOR**

Jonathan P. Erickson has been the corporate executive director over all of the UMRH retirement communities since July 2007. Mr. Erickson holds a bachelor of arts in psychology from North Park College in Chicago, Illinois, a master of science in community health from Northern Illinois University in DeKalb, Illinois, and a certification in long-term care management from the University of Connecticut. He is currently licensed as a nursing home administrator in the State of Connecticut. Mr. Erickson has been an employee of Life Care Services LLC for over 25 years and has over 35 years of experience in the senior housing industry.

### **EXECUTIVE DIRECTOR**

Amy Shooter became the Executive Director of Wesley Pines Retirement Community, a United Methodist Retirement Home, on August 30, 2022. She previously served as Marketing and Sales Director, Social Services and Admissions Director, and the Assistant Activity Director with over 20 years at the community. Mr. Shooter is a licensed nursing home administrator in the State of North Carolina.

### **RESIDENT ASSOCIATION**

Administration assisted residents in establishing the Resident Association and its bylaws. All residents are members of the Resident Council, which formally meets each quarter. The residents annually elect officers and committee members. Monthly informal meetings are also held to facilitate communication among residents, administration, and the Board of Trustees.

### **LIFE CARE SERVICES LLC**

The Provider has retained Life Care Services LLC (“Life Care Services”) to manage the Community. As the nation’s third largest operator of senior living communities, Life Care Services serves more than 40,000 seniors in 140+ communities (see Exhibit A). With over 50 years of service, Life Care Services has developed expertise in nearly every facet of senior living management. For more information, visit Life Care Services’ website: <https://www.lcsnet.com/management-services/management-services-overview>.

Principal officers of Life Care Services include Joel Nelson, Chris Bird, Diane Bridgewater, Jason Victor, and Jill Sorenson.

Joel Nelson: As chief executive officer of LCS, Joel Nelson is responsible for executing the business strategy across all business lines in the LCS Family of Companies. Joel provides leadership and direction for business growth, service excellence, and enhancing the company's stability and value among financial partners, property owners, and other stakeholders in the senior living field. Joel joined LCS in 1986 and has held several executive roles during his long tenured career with LCS. Today, he is responsible for the oversight of serving nearly 40,000+ seniors and 27,000 employees.

Joel serves as Chairman of the Board of Directors of LCS Holding Company, LLC, is a member of the compensation committee and is a trustee of the Company's 401(k) benefits program. Outside LCS, Joel serves on various industry and community boards. Within the industry, Joel is the current chairman of the Argentum Board of Directors, and a member of the National Investment Center operator advisory board and an executive member of the American Senior Housing Association. Joel is active in the Des Moines community and serves as a trustee for ChildServe. As a past board member, he remains active with the Alzheimer's Association and the Central Iowa United Way Board of Directors.

Chris Bird: Capitalizing on his reputation as a change agent, Chris Bird brings his expertise to the communities LCS serves. By leading operations, building community occupancy, fostering capital partner relationships, and developing new business, Chris implements strategies to deliver on the expectations of owners and shareholders. As president, chief operating officer, Chris oversees Life Care Services, CPS, asset management, procurement, and onboarding operations. His ability to analyze issues, devise continuous process improvements, and incorporate business process initiatives drives performance improvement for the overall operation.

At LCS, Chris mentors future leaders by providing guidance, expertise and resources to develop professional skills in the senior living industry. In addition, he is a member of the Board of Directors of LCS Holding Company, LLC. Chris is a member of the Argentum Advisory Council and the Argentum Chief Operating Officer Roundtable. He holds a bachelor's degree in history from the University of Memphis, Tennessee.

Diane Bridgewater: As a high energy, results-driven executive, Diane Bridgewater directs all financial aspects and operating infrastructure at LCS to ensure corporate, field and community team members have the resources necessary to provide exceptional customer satisfaction to residents. Serving as executive vice president/chief financial and administrative officer at LCS, Diane is responsible for directing all financial and business operations in addition to overseeing the company's insurance business line, information technology, compliance, regulatory and legal matters. In her executive leadership role, Diane helps to drive strategy development and execution resulting in strong financial performance and growth.

At LCS, Diane serves on the Board of Directors of LCS Holding Company, LLC and its related audit committee, compensation committee, retirement fiduciary committee, investment committee, and enterprise risk management committee. Outside the organization, she is a member of Argentum. In addition, Diane sits on the Casey's General Stores board and audit committee.



She is also a member of the board and chair of the audit committee at Guide One Insurance. Diane holds bachelor's degrees in accounting and French from the University of Northern Iowa.

Jason Victor: Jason Victor is senior vice president, controller and treasurer for LCS. In this role, he provides oversight and direction for the organization's financial matters, ensuring its consistent and efficient fiscal performance. Jason has responsibility for the organization's corporate accounting, corporate payroll, community payroll, treasury and tax departments. He oversees all aspects of general accounting, cash management, billing and receivables, accounts payable, payroll, consolidations, and financial reporting. In addition, Jason provides oversight and guidance related to audits, internal controls, technical accounting, tax and financial management systems.

At LCS, Jason serves on the insurance captive, Hexagon, board of directors. Jason holds a bachelor's degree in accounting from the University of Northern Iowa. He is a certified public accountant with an active license in the state of Iowa.

Jill Sorenson: Leaning on her expertise to foster and maintain meaningful relationships, Jill Sorenson leads the regional team serving a portfolio of 13 Life Plan communities. Following her passion for serving seniors, Jill's responsibilities have grown during her career at LCS. From roles in accounting, information technology, and corporate resource development to receiving her nursing home administrator license, Jill is committed to serving others. Prior to her current position, Jill provided leadership to 22 Life Plan communities where she was successful in delivering on occupancy goals and achieving 4- and 5-star ratings from the Centers for Medicare and Medicaid Services.

To ensure Life Care Services is serving the customer first and foremost, Jill initiated client satisfaction surveys with client boards and owners to build stronger and more strategic relationships. Outside LCS, Jill has served on the San Diego Region for Aging Services of California and the Aging Services of California Board. She is a frequent presenter at national and state industry conferences on topics affecting the senior living industry. Jill holds a bachelor's in business administration from Simpson College and an MBA from the University of Phoenix.

Management of the Community is performed by Life Care Services under contract with UMRH. Life Care Services' responsibilities include: recruiting and employing the executive director and corporate executive director; supervising the licensing, equipping, and staffing of the Community; preparing annual budgets; establishing and operating a system of financial controls for the Community, including comparative analyses with other facilities; and overseeing the food service and quality accommodations provided by the Community.

No managing member of Life Care Services (i) has been convicted of a felony or pleaded nolo contendere to a felony charge, or been held liable or enjoined in a civil action by final judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; or (ii) is subject to a currently effective injunctive or restrictive court order, or within the past five years, had any State or Federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, if the order or action arose out of or related to business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for aged, or facility subject to this Article or a similar law in another state.

Life Care Services is not financially responsible for the contractual obligations or other obligations of UMRH. The Board of Trustees of UMRH retains the ultimate responsibility for hiring managers and monitoring the operating costs, wages, salaries, expenses, fees, and overall fiscal viability of the Community.

## **WESLEY PINES**

The Community is located at 1000 Wesley Pines Road, Lumberton, North Carolina on 48.64 acres of land. It is a continuing care retirement community designed to accommodate persons 62 years of age or older in a dignified manner. Currently, the Community has 10 cottages and 16 villas with a new villa currently under construction, 36 assisted living rooms and suites, and 62 skilled nursing beds. As of September 30, 2023, there were 124 residents residing at the Community.

Presently, the types of residences available include: duplex cottages, duplex villas, free-standing villas, and deluxe villas. All of the residences are equipped with safety features such as grab rails in the bathtubs/showers and a wireless emergency nurse call that works from anywhere on the campus.

In addition to the primary intent of the Community, which is to assure the residents of continuing care throughout their retirement years, the Community is designed to create an environment that will enrich the lives of the people who live and work there. The design of the main commons building provides areas for dining and meetings without detracting from the homelike environment of the Community. Some of the amenities that residents can enjoy include:

- three centrally located dining rooms,
- a fellowship building with a large auditorium and a smaller multi-use room,
- a therapy suite for the provision of physical, occupational, and speech therapies,
- card room,
- a library,
- a mail area,
- an arts and crafts workroom,
- several living rooms,
- three enclosed courtyards,
- paved nature walk,
- indoor fitness center, and
- a picnic area.

The Community offers assisted living services in the rooms and suites at the Community for an assisted living fee. Services include assistance with the activities of daily living, such as ambulation, bathing, dressing, eating, personal hygiene, toileting, and the supervision or administration of medications.

The Health Center is licensed by the North Carolina Division of Health Service Regulation and is both Medicare and Medicaid certified. The Health Center offers skilled nursing care to the residents of the Community.

Each continuing care resident at the Community is entitled to receive a total of six days of assisted living or nursing care at the Community at no additional charge, except for the charges for physician services and ancillary health services and supplies. Such six days renews on an annual basis and does not accumulate. After the six days of care each year, the services in assisted living and in the Community Health Center are available for the per diem charge.

### **SMOKE-FREE CAMPUS**

The Community is a “smoke-free” campus. Smoking (including E-Cigarettes) is not allowed by residents, guests, and business invitees on the Wesley Pines campus (inside or outside), except in a designated outside area. No smoking areas include, but are not limited to, the residences, hallways, dining rooms, public restrooms, lounge areas, reception areas, waiting rooms, courtyards, entrances, walking paths, driveways, and any other common areas. Smoking is only permitted at the designated area. Violation of the Smoke-Free Campus Policy can result in cancellation of the Residency Agreement for just cause.

### **FACILITY DEVELOPMENT/EXPANSION**

In 2014, the Community started adding new villas based on market demand, with the total compliment not to exceed 10 percent of the total independent living residences per year. A villa is currently under construction with occupancy anticipated in 2024. Villas will be built as pre-sales occur and the prospective resident has paid the 10 percent Entrance Fee deposit. The Community will use the Entrance Fee deposit to begin construction of the villa, thus eliminating the need for long-term financing for the villa construction.

The UMRH Board and management team continually update the strategic master plan with a focus on monitoring opportunities to improve Wesley Pines. Included in the master plan is the renovation and expansion of existing units to create more private rooms and the addition of needed common space. At this time, any possible renovation or expansion is anticipated to be funded by UMRH from the annual capital budget for Wesley Pines. No definitive decisions as to timing, scope or financing have been made or licenses applied for regarding future improvement projects at Wesley Pines.

### **THE PROPOSAL**

1. Criteria for Resident Acceptance and Continued Acceptance. Residency Agreements are subject to acceptance by UMRH. At the time of the execution of a Residency Agreement, the resident must be 62 years of age or older, capable of living in a residence (with or without reasonable accommodation or reasonable modification), and have sufficient financial resources to pay the Entrance Fee, Monthly Fee, and any extra charges incurred as defined in the Residency Agreement.

UMRH uses the FINAID system to financially evaluate a prospective resident's net worth and monthly income. FINAID projects income for prospective residents based on their financial assets and income sources, and compares this revenue to projected expenses such as monthly fees, personal expenses, and income taxes. Generally, a prospective resident should have a minimum net worth equal to three (3) times the amount of the Entrance Fee (prior to payment of the Entrance Fee). Generally, a prospective resident should have a minimum monthly income range of two times the Monthly Fee (including second person fees when applicable) in effect at the time of residency. Although the asset and income tests listed above are appropriate tests for financial wherewithal, the FINAID software program will be used for all applicants to measure financial qualification.

An inquiry will be made of all prospective residents regarding the prospective resident's ability to live in a residence, with or without reasonable accommodation or reasonable modification. To determine whether a prospective resident meets the health guidelines, the following information will be gathered: (1) insurance and health information will be obtained on a Confidential Data Application and Resident Health Information Form – to be completed by the prospective resident; (2) a Memory Health Assessment will be administered by the Community; and (3) a Health Information Form will be completed by the prospective resident's physician.

After executing a Residency Agreement but prior to occupancy, UMRH can cancel the Residency Agreement if the resident does not pay his or her Entrance Fee; for non-acceptance based on the residency criteria listed above; or if the resident is unable to occupy the residence because of illness, injury or incapacity.

If the resident encounters financial difficulties after residency at Wesley Pines and is unable to pay the total Monthly Fee, the monthly fee for assisted living care or the per diem charge for care in the Health Center, these charges may be deferred as long as the resident has met all "spend-down" provisions of eligibility for the Medicaid program (if applicable) and any public assistance funds. Financial assistance is not available to a resident if he/she impaired his/her ability to meet financial obligations by transferring assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. A resident will be permitted to remain at Wesley Pines for reduced fees based on his/her ability to pay for as long as the resident establishes facts to justify the deferment. Financial assistance is only available if it does not impair UMRH's ability to operate Wesley Pines on a sound financial basis for the benefit of all residents.

UMRH has the right to cancel the resident's residency (i) if the resident does not comply with the terms of the Residency Agreement or the published operating procedures, covenants, rules, regulations or policies; or (ii) if the resident misrepresented himself/herself during the residency process; or (iii) for nonpayment of fees or charges; or (iv) if it is determined the resident's health status or behavior constitutes a substantial threat to the health or safety of the resident or others, including refusal to consent to relocation, or behavior that would result in physical damage to the property of others or Wesley Pines; or (v) if the resident's physical or mental condition cannot be cared for in assisted living or the Health Center within the limits of their licenses.

2. Residency Agreement. At the time the resident makes application for residency at the Community, the resident will sign a Residency Agreement to reserve the residence selected and will pay an Entrance Fee deposit to UMRH. For an existing residence, the balance of the Entrance

Fee is due upon the earlier of the date the resident occupies the Community or within 90 days after the resident executes the Residency Agreement. For a villa to be constructed, the resident will pay the Entrance Fee in installments:

- The first is equal to 10% of the total Entrance Fee and is paid upon resident's execution of the Residency Agreement;
- The second and third installments are each equal to 25% of the total Entrance Fee and are paid upon certain dates as written in the Residency Agreement;
- The last installment (the balance of the Entrance Fee) is due on the earlier of (i) the date the resident assumes occupancy at the Community or (ii) within thirty (30) days from the date the resident is notified that the residence is ready for occupancy.

The resident will also pay a non-refundable Application Fee. The Application Fee will be used by UMRH to process resident's application for residency.

The Community offers various types of Residency Agreements for the cottage duplexes, duplex villas, free-standing villas, and deluxe villas: a 90 Percent Return of Capital Plan; a 50 Percent Return of Capital Plan; and a Standard Plan. The difference between these types of Residency Agreements is the amount of the Entrance Fee paid and the refund a resident (or resident's estate) is entitled to after a resident assumes occupancy at the Community as described in Paragraph 3.6 below.

### 3. Reimbursement of the Entrance Fee.

3.1 Nonacceptance. If the resident is not accepted for residency at the Community, the full amount of the Entrance Fee paid by the resident will be promptly refunded, without interest. If the resident's spouse or second person does not meet the requirements for residency, said person may be admitted directly into assisted living or the Health Center as long as accommodations are available and such person qualifies for the care available in those facilities. He/she will pay the full assisted living fee or per diem charge for such care.

3.2 Right of Rescission. In accordance with North Carolina laws and regulations governing continuing care retirement communities, a resident has the right to rescind the Residency Agreement within thirty (30) days following the later of (i) his/her execution of the Residency Agreement; or (ii) the receipt of a Disclosure Statement. The resident is not required to move into Wesley Pines before the expiration of the 30-day rescission period. If the resident rescinds the Residency Agreement, the full amount of the Entrance Fee paid by the resident will be refunded, without interest, within sixty (60) days of receipt of the written notice of rescission.

3.3 Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity or a Substantial Change in Physical, Mental or Financial Condition. If the resident dies before occupying the residence at Wesley Pines or if, on account of illness, injury or incapacity, a resident is unable to occupy the residence at Wesley Pines, then the Residency Agreement will automatically cancel. The resident may also cancel the Residency Agreement prior to occupancy due to a substantial change in resident's physical, mental or financial condition. In all of these events of cancellation prior to occupancy, the resident or resident's estate will receive a refund of the Entrance Fee paid, without interest, less any costs specifically incurred

by the Community at the resident's request. Said refund will be made within 60 days of receipt of the notice of cancellation.

3.4 Cancellation Prior to Occupancy for Other Reasons. If the resident cancels the Residency Agreement prior to occupancy, but after the right of rescission period, for reasons other than those state in Paragraph 3.3 above, the resident will receive a refund of the Entrance Fee paid, without interest, less a non-refundable portion of the Entrance Fee equal to \$2,000 and less any costs specifically incurred by the Community at resident's request. Said refund will be made within 60 days of receipt of the notice of cancellation. For a villa to be constructed, the refund will be made when the villa is reserved by a new resident and the new resident has paid the appropriate Entrance Fee installments to equal the Entrance Fee installments to be refunded to the resident.

3.5 Cancellation Prior to Occupancy if the Villa to be Constructed is Not Available. If the villa to be constructed is not available to the resident within one year from the date of UMRH's execution of the Residency Agreement, then the resident may cancel the Residency Agreement. Resident will receive a full refund of the amount of the Entrance Fee paid, without interest, within 30 days of resident's notice of cancellation.

3.6 Cancellation or Death After Occupancy. In the event the Residency Agreement is canceled after occupancy or in the event of resident's death after occupancy, refund of the Entrance Fee will be as follows:

3.6.1 90 Percent Return of Capital Residency Agreement: Under the 90 Percent Return of Capital Residency Agreement, resident or resident's estate will receive a refund of the amount of the Entrance Fee previously paid by resident, without interest, less 2% for each month of residency or portion thereof for up to five months. Subject to the Community's right of offset, the refund of the Entrance Fee will not be less than 90%. Said refund will be paid at such time as the residence is reserved by a new resident and said new resident has paid the full amount of the Entrance Fee or within two years from the date of cancellation, whichever occurs first.

3.6.2 50 Percent Return of Capital Residency Agreement: Under the 50 Percent Return of Capital Residency Agreement, resident or resident's estate will receive a refund of the amount of the Entrance Fee previously paid by resident, without interest, less 2% for each month of residency or portion thereof for up to 25 months. Subject to the Community's right of offset, the refund of the Entrance Fee will not be less than 50%. Said refund will be paid at such time as the residence is reserved by a new resident and said new resident has paid the full amount of the Entrance Fee or within two years from the date of cancellation, whichever occurs first.

3.6.3 Standard Residency Agreement: Under the Standard Residency Agreement, resident or resident's estate will receive a refund of the amount of the Entrance Fee previously paid by resident, without interest, less an amount equal to the base Entrance Fee as set forth in the resident's Residency Agreement and less 2% for each month of residency or portion

thereof for up to 50 months. After 50 months of occupancy, no refund of the Entrance Fee will be made. Said refund amount, if any, will be paid at such time as the residence is reserved by a new resident and said new resident has paid the full amount of the Entrance Fee or within two years from the date of cancellation, whichever occurs first.

3.7 Cancellation by UMRH. Upon 30 days written notice to the resident and/or his or her legal representative, UMRH may cancel the Residency Agreement at any time on the following grounds, which shall be determined by UMRH in its sole discretion:

- Resident does not comply with the terms of the Residency Agreement or the Community's procedures, covenants, rules or policies; or
- Resident misrepresents himself or fails to disclose information during the residency process; or
- Resident fails to make payment to UMRH of any fees or charges due UMRH within 60 days of the date when due; or
- Resident's health status or behavior constitutes a substantial threat to the health or safety of resident, other residents, or others including resident's refusal to consent to relocation or would result in physical damage to the property of the Community or others; or
- There is a major change in resident's physical or mental condition and said condition cannot be cared for in the Community Health Center within the limits of the Community's license.

Cancellation by UMRH occurs only as a last resort, after it becomes clear to UMRH that cancellation is necessary, and after the resident and/or the resident's legal representative/ responsible party has an opportunity to be heard. Any refund of the Entrance Fee would be computed on the same basis as stated in Paragraph 3.6 above.

4. Payment of a Monthly Fee. The resident is required to pay a Monthly Fee (or a pro rata portion thereof) to the Community on the date the resident assumes occupancy at the Community or within 90 days from the date the Residency Agreement is executed by the resident, whichever is earlier. For a villa to be constructed, the resident will be required to begin paying the Monthly Fee on the date the resident assumes occupancy at the Community or within 30 days of notification that the villa is available for occupancy, whichever is earlier. Thereafter, the Monthly Fee is due upon receipt of a statement and by no later than the 15<sup>th</sup> day of each month. If there are two residents, a second person Monthly Fee will also be paid. The Monthly Fees are paid to provide the services and amenities described in the Residency Agreement and to meet the expenses associated with the operation of the Community. UMRH may increase the Monthly Fee upon 30 days written notice to the residents if UMRH deems it necessary in order to meet the financial needs of the Community and to provide the services to the residents.

5. Health Care Services. After occupancy, each resident is eligible to receive a total of six days each year of either assisted living care in an assisted living room or suite at the Community or nursing care in the Community Health Center while a resident of in his/her residence. If there are two residents under a Residency Agreement, each resident will receive six days, but the days cannot be combined and used by only one resident. Such six days renews on an annual basis and does not accumulate. While utilizing the six days, the resident will be required

to continue to pay the Monthly Fee for his/her residence, as well as any charges for physician services and ancillary health services and supplies. Once a resident is permanently relocated to assisted living or the Community Health Center, he/she no longer qualifies for the six free days of assisted living or nursing care and will be required to pay the assisted living fee or the per diem charge for such care. [NOTE: The six days of care is a combined total for assisted living care and nursing care at the Community.]

6. Relocation/Moves. UMRH reserves the right to relocate a resident to a different residence or a higher level of care after consultation with the resident, resident's family and attending physician if it is determined that such a move should be made for the benefit of the resident or for the proper operation of the Community or to meet the requirements of law.

7. Provisions for New Second Resident. No person other than the resident may occupy the residence without UMRH's prior written approval. If a second person, who is not a party to the Residency Agreement, wishes to become a resident of the Community, that person's acceptance will be in accordance with the current residency policy. An Entrance Fee as determined by the Community will be paid upon residency. In addition, each month the then-current Monthly Fee for second persons will be paid. If the second person does not meet the requirements for residency, he or she will not be permitted to occupy the residence for more than 30 days, except with UMRH's written approval.

8. Provisions for Resident Marrying Resident. Should the resident marry a person who is also a resident of the Community and should they decide to occupy one residence, they must declare which residence will be occupied and which residence will be released. The refund due for the released residence will be as described in Paragraph 3.6 above. Each month, the then-current Monthly Fee for second persons shall be paid.

9. Insurance. The Residency Agreement requires that, when age eligible, the resident maintain Medicare Part A, Medicare Part B and one supplemental health insurance policy or equivalent insurance coverage acceptable to UMRH. It is also recommended that resident carry personal property insurance and liability insurance.

10. Financial Assistance. Financial assistance may be available to existing continuing care residents who live at the Community under a continuing care residency agreement. The resident cannot impair his/her ability to meet his/her financial obligations by transfer of assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance as outlined in the Residency Agreement. A resident must have met all "spend-down" provisions established in UMRH's Benevolence Policy. Public assistance funds are available for the assisted living rooms/suites at the community, and the Community Health Center is Medicaid certified. The resident must agree to apply for public assistance funds and/or Medicaid, depending on the level of care required by the resident. Financial assistance funds are available as long as providing financial assistance does not impair UMRH's ability to operate the Community on a sound financial basis for the benefit of all residents.

UMRH does not offer financial assistance to those residents who are admitted directly to assisted living or the Health Center as private pay residents. Private pay residents are individuals who did not execute a continuing care residency agreement.



11. Tax Deductions. In accordance with the Internal Revenue Code of 1954, Section 213 and Revenue Rulings (67-185, 68-625, 76-481, 75-302, 75-303, and 93-72) and a Private Letter Ruling (8213102), residents of Wesley Pines may be entitled to an itemized deduction for medical expenses for that portion of the Monthly Fees and Entrance Fees, which represents medical care in the year paid. The tax regulations do not specifically provide a formal method for computing what this portion is; however, IRS Letter Ruling 8213102 indicates a method of calculating a medical expense percentage by using the ratio of medical expenses to all expenses of the Community. Currently, this methodology is in use, but may be subject to change. Each year, the Community distributes a letter to residents describing the recommended medical expense percentages for tax purposes.

All deductions are, of course, subject to limitations imposed by the Internal Revenue Code. Residents are encouraged to consult with a qualified tax advisor before taking any deductions.

## **THE SERVICES**

1. The following services are provided for the Monthly Fee:
  - Three different meal plans to choose from;
  - Limited meal delivery service to be provided when approved by authorized staff;
  - Consultation and preparation of routine special diets;
  - Utilities, which include heating, air conditioning, electricity, water, sewer and trash removal;
  - Building janitor and maintenance;
  - Grounds keeping;
  - Weekly housekeeping services;
  - Washer and dryer provided in the cottages and villas – laundry facilities also available;
  - Planned activities (social, cultural, recreational, educational, and spiritual) for those who wish to participate;
  - Services of a chaplain;
  - Services of a life enrichment director;
  - Parking for residents and guests;
  - Carpeting (except in kitchen and bath), unless some other floor surface has been installed;
  - Kitchen facilities in each cottage and villa;
  - Scheduled local transportation;
  - Wireless emergency nurse call system;
  - Smoke detectors;
  - Scheduled security service during evening and early morning hours;
  - Assistance with third-party health insurance billing; and
  - Six days of assisted living care in an assisted living apartment or suite or nursing care in the Community Health Center.
  
2. The following services are available for an extra charge:

- Extra meals, depending on which meal plan a resident selects;
- Extended meal delivery service as approved by authorized staff;
- Preparation of special diets (beyond those which are routine), as prescribed by resident's attending physician;
- Guest accommodations, if available;
- Guest meals;
- Personal transportation and transportation for special events and group trips;
- Assisted living services and nursing care services in the Community Health Center; and
- Certain ancillary services and supplies (such as therapies, pharmacy, laboratory, therapeutic activities, rehabilitative treatments, medical equipment, medical supplies, medical treatment, physician services, and other miscellaneous services and supplies).

3. Assisted living services are available in the rooms and suites at the Community for an assisted living fee. Skilled nursing services are available in the Health Center, which is both Medicare and Medicaid certified. If the resident occupies assisted living or the Health Center, the resident will be required to enter into a separate admission agreement for the applicable level of care. These separate admission agreements will outline in detail the services available in those levels of care. The resident's continuing care Residency Agreement will continue to stay in effect unless it is canceled by the Resident or by UMRH as outlined in the Residency Agreement. Services provided in assisted living and the Health Center are governed by the North Carolina Division of Health Service Regulation.

## **FEES**

The fee requirements for living at the Community are as follows:

1. Application Fee. Non-refundable application fee of \$200 for an individual or \$200 for a couple is required to be paid at the time of application.

2. Entrance Fee. Payment of an Entrance Fee assures a resident a place in the Community for life as long as the resident complies with the Residency Agreement. At the time the resident makes application for residency at the Community, the resident will sign a Residency Agreement to reserve the residence selected and will pay an Entrance Fee deposit to the Community. The balance of the Entrance Fee will be paid upon the earlier of (i) occupancy or (ii) 90 days after the Residency Agreement is executed. For residents who enter a Residency Agreement for a villa to be constructed, the balance of the Entrance Fee will be paid in incremental percentages on set dates with the remaining balance paid on the earlier of (i) occupancy or (ii) 30 days from the date that the resident is notified that the residence is ready for occupancy. The amount of the Entrance Fee is determined by single or double occupancy and the size and type of the residence reserved. A schedule of Entrance Fees can be found later in this Disclosure Statement. Additional information regarding payment terms and Entrance Fee refunds can be found in Sections 2 and 3 of The Proposal section of this Disclosure Statement.

3. Monthly Fee. A Monthly Fee for services is required to be paid each month per person. Monthly Fees are determined by single or double occupancy and the size and type of residence reserved. Following is a table showing the average dollar amount of increase in the Monthly Fees.

A schedule of current Monthly Fees can be found later in this Disclosure Statement.

Monthly Fee  
Average Dollar Amount of Increase

2020	2021	2022	2023	2024
\$73.92	\$76.25	\$78.67	\$149.38	\$168.08

4. Extra Charges. A list of items available for an extra charge, including the fees for such items, is included in this Disclosure Statement as Attachment 7. The list can also be obtained from the Community's Business Office and the Marketing Office.

5. Assisted Living Fees. There is a non-refundable application fee of \$200 per individual for direct admission into an assisted living unit. The fee requirements are as follows:

Rooms	Community Fee	Monthly Fee
Parkton (306 sq. ft.)	\$4,410	\$4,998
Fairmont (360 sq. ft.)	\$5,513	\$5,712
Marietta (436 sq. ft.)	\$7,718	\$6,773
Suites		
Rowland (420 sq. ft.)	\$13,230	\$6,773
Pembroke (456 sq. ft.)	\$16,538	\$7,140 (1 <sup>st</sup> person) \$1,646 (2 <sup>nd</sup> person)

Assisted Living Fees  
Average Dollar Amount of Increase

2020	2021	2022	2023	2024
\$154.80	\$159.40	\$164.20	\$338.40	\$307.19

6. Health Care Fees. The per diem rates for health care in the Community's Health Center are:

Semi-Private Room	\$306.00 daily
Private Room	\$323.00 daily

Health Care Fees  
Average Dollar Amount of Increase

2020	2021	2022	2023	2024
\$8	\$8.00	\$7.00	\$16.50	\$17.65

7. Adjustment of Fees. UMRH may adjust the Monthly Fee as determined by the Board of Trustees in order to maintain the desired quality of service and to operate the Community on a fiscally sound basis. UMRH shall provide the resident with 30 days' written notice in advance of any change in the Monthly Fees.

## FINANCIAL INFORMATION

1. Financial Statements. UMRH operates on a fiscal year ending September 30. The financial position of UMRH is represented by the independent auditors' report prepared by Dixon Hughes Goodman LLP. The audited financial statements for UMRH present the consolidated operations for Croasdaile Village, Cypress Glen and Wesley Pines. The independent auditors' report for the fiscal year ending September 30, 2023 for UMRH is reproduced in its entirety and is attached to this Disclosure Statement as Attachment 1.

2. Forecasted Financial Statements. Forecasted financial statements for the next five years are included as part of this Disclosure Statement as Attachment 2. These forecasted financial statements present the consolidated operations of Croasdaile Village, Cypress Glen and Wesley Pines and the individual operations for Wesley Pines.

3. Interim Unaudited Financial Statements. Interim unaudited financial statements are included as part of this Disclosure Statement as Attachment 3. These statements present the consolidated operations of Croasdaile Village, Cypress Glen and Wesley Pines and the individual operations for Wesley Pines.

4. Explanations of Material Differences. Explanations of the material differences for the Balance Sheet, Statement of Operations, and Statement of Cash Flows for the fiscal year 2023 and the actual results for the fiscal year 2023 are included as part of this Disclosure Statement as Attachment 4.

5. Reserves. In accordance with Section 58-64-33 of the North Carolina General Statutes, UMRH is required to maintain an operating reserve for the Community equal to 25 percent of the total operating costs projected for the 12-month period following the period covered by the most recent annual statement filed with the Department of Insurance. Based on the operating reserve calculation submitted to the Department of Insurance, UMRH meets the operating reserve requirement for the Community.

6. Financing. See Notes 7 and 8 of the UMRH audited financial statements for information on long-term debt and financing.

## RESERVES AND INVESTMENTS

1. Reserve Requirement. In accordance with Section 58-64-33, North Carolina General Statutes, UMRH is required to maintain \$2,644,595 in an operating reserve for the Community. As of this Disclosure Statement print date, UMRH meets the operating reserve requirement for the Community. Based on the financial forecasts, management believes that UMRH will continue to possess sufficient reserves to satisfy the operating reserve requirement.

2. Financial Assistance Funds. UMRH attempts to provide benevolent care funds to those individuals who have exhausted their resources. The funds are in the amounts necessary to make up the difference between the financial resources of the individual and the Monthly Fees for the occupancy of the residence. Some of the benevolence is covered through apportionments from the North Carolina Annual Conference of The United Methodist Church, Southeastern

Jurisdiction; benevolent care endowments; The United Methodist Retirement Homes Foundation; special offerings conducted by local churches; and individual gifts. Persons receiving benevolent care funds must be residents who have entered the Community under a continuing care residency agreement and must have met all "spend-down" provisions established in the UMRH Benevolence Policy. UMRH does not offer benevolent care funds to those residents who are admitted directly to assisted living or the Health Center as private pay residents. Private pay residents are individuals who did not execute a continuing care residency agreement. The resident must agree to apply for public assistance funds and/or Medicaid, depending on the level of care required by the resident. Benevolent care funds are available as long as providing such funds does not impair UMRH's ability to operate the Community on a sound financial basis for the benefit of all residents.

The Marketing, Occupancy, and Benevolence Committee of the Board of Trustees reviews each benevolence application, provides a recommendation to the Board of Trustees, monitors the availability of benevolent funds, and projects potential future demands on benevolent funds.

3. Investments. Investment decisions are made by the Finance Committee of the Board of Trustees of UMRH. Committee members include: Lee Harris, Charles Mercer, John Link, Paul Lee, Gray Southern and Susan Ezekiel. Funds are invested in accordance with UMRH's Investment Policy in the following investment portfolios:

(a) *United Methodist Retirement Homes Trust Fund #1. Investment Goal – Maintain principal values with adequate liquidity for debt/cash ratio.*

(b) *United Methodist Retirement Home Reserve Fund. Investment Goal – This Fund includes assets that may be managed for long-term capital growth with a moderate level of income.*

A copy of the Investment Policy is available to residents upon request.

## **OTHER MATERIAL INFORMATION**

As of the date of this Disclosure Statement, there is no material litigation pending against the Community.

## **AGREEMENTS WITH RESIDENTS**

A copy of the current Standard Residency Agreement is attached to this Disclosure Statement as Attachment 5.

This agreement is in compliance with the pertinent specifications of Section 58-64-25 of the North Carolina General Statutes. UMRH reserves the right to offer to new prospective residents alternative forms of Residency Agreements from time to time.

# **ATTACHMENT 1**

**Audited Financial Statements  
of  
The United Methodist  
Retirement Homes, Incorporated  
(Includes Consolidated Operations of  
Croasdaile Village, Cypress Glen  
and Wesley Pines)**




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# **The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**

**Independent Auditor's Report, Consolidated Financial  
Statements and Consolidating Supplementary  
Information**

September 30, 2023 and 2022

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## Independent Auditor's Report

Board of Trustees of  
The United Methodist Retirement Homes, Incorporated,  
its Affiliate, and Subsidiary  
Durham, North Carolina

### **Opinion**

We have audited the accompanying consolidated financial statements of The United Methodist Retirement Homes, Incorporated, its Affiliate, and Subsidiary (the "Company"), which comprise the consolidated balance sheets as of September 30, 2023 and 2022, and the related consolidated statements of operations and changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 30, 2023 and 2022, and the results of their operations, changes in net assets, and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Consolidated Financial Statements" section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Consolidated Financial Statements**

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that these consolidated financial statements are issued.

### **Auditor's Responsibilities for the Audit of the Consolidated Financial Statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.



In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

***Report on Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements that collectively comprise the Company's basic consolidated financial statements. The consolidating balance sheet information and the consolidating statement of operation and changes in net assets information listed in the table of contents is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual organizations and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating balance sheet information and the consolidating statement of operation and changes in net assets information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

**FORVIS, LLP**

**Raleigh, North Carolina  
January 27, 2024**

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Consolidated Balance Sheets**  
**September 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
<b>ASSETS</b>		
Current assets:		
Cash	\$ 5,177,988	\$ 5,954,084
Contributions receivable, current portion	25,846	2,412
Investments	88,037,087	81,293,248
Assets limited as to use, current portion	6,636,490	17,271,385
Accounts receivable, net of allowance for uncollectible accounts of approximately \$184,000 and \$265,000 in 2023 and 2022, respectively	3,890,546	3,127,429
Other receivables	2,516,922	1,291,459
Inventories	231,303	177,215
Prepaid expenses and other current assets	1,293,484	1,212,086
	<u>107,809,666</u>	<u>110,329,318</u>
Total current assets		
Non-current assets:		
Assets limited as to use, net of current portion	27,097,658	24,307,039
Investments - restricted	8,771,194	7,793,000
Asset held for resale	-	197,103
Property and equipment, net	222,348,613	214,309,967
Investment in Wesley Ridge	-	75,494
Trusts receivable	125,130	119,600
Deferred marketing costs, net	87,012	101,570
Interest rate swap agreements	11,565,561	10,442,208
	<u>269,995,168</u>	<u>257,345,981</u>
Total non-current assets		
	<u>\$ 377,804,834</u>	<u>\$ 367,675,299</u>
Total assets		

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Consolidated Balance Sheets**  
**September 30, 2023 and 2022**

(Continued)

	<u>2023</u>	<u>2022</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities:		
Annuity payable, current portion	\$ 63,319	\$ 81,502
Bonds payable, current portion	5,410,000	5,785,000
Accounts payable	4,473,013	4,120,054
Accrued salaries and related expenses	2,257,501	2,152,753
Accrued interest payable	1,764,449	1,719,639
Provider relief advanced funding	-	120,181
Total current liabilities	<u>13,968,282</u>	<u>13,979,129</u>
Long-term liabilities:		
Annuity payable, net of current portion	395,706	439,945
Bonds payable, net of current portion	154,830,169	160,327,909
Liability for refundable advance fees	14,651,478	14,737,849
Deferred revenue from non-refundable advance fees	80,652,605	76,325,122
Deferred revenue - other	6,500	-
Due to related parties	-	71,377
Funds held for others	86,572	147,814
Total long-term liabilities	<u>250,623,030</u>	<u>252,050,016</u>
Total liabilities	<u>264,591,312</u>	<u>266,029,145</u>
Net assets:		
Without donor restrictions	99,508,415	89,297,478
With donor restrictions	13,705,107	12,348,676
Total net assets	<u>113,213,522</u>	<u>101,646,154</u>
Total liabilities and net assets	<u>\$ 377,804,834</u>	<u>\$ 367,675,299</u>

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended September 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
Revenues, gains and other support without donor restrictions:		
Net resident and patient service revenue	\$ 74,866,988	\$ 70,475,317
Amortization of advance fees	11,303,173	9,599,475
Net assets released from restrictions	507,997	703,837
Other	226,830	92,726
Interest and dividend income	<u>4,262,978</u>	<u>3,679,989</u>
 Total revenues, gains and other support	 <u>91,167,966</u>	 <u>84,551,344</u>
Expenses:		
Nursing services	22,725,837	20,461,059
Dietary and food services	13,989,657	12,184,286
Administration	12,882,601	12,973,682
Plant operations, maintenance and security	7,985,358	7,582,907
Laundry and housekeeping	4,372,621	4,228,726
Resident services - activities	2,779,061	2,620,070
Home care	2,802,557	3,054,319
Interest	3,448,221	4,134,114
Depreciation and amortization	14,346,183	14,284,564
Loss on disposal of property and equipment	6,904	-
Bad debt expense	<u>927,265</u>	<u>374,718</u>
 Total expenses	 <u>86,266,265</u>	 <u>81,898,445</u>
 Operating income	 <u>4,901,701</u>	 <u>2,652,899</u>
Non-operating gains (losses):		
Net investment gains, realized	2,092,460	933,264
Net investment gains (losses), unrealized	1,925,979	(21,617,264)
Provider relief funding	-	484,919
Loss on disposal of property and equipment	-	(115,890)
Contributions	74,141	71,614
Construction related marketing costs	(64,458)	(8,971)
Loss on early extinguishment of debt	-	(2,076,605)
Change in fair value of interest rate swap agreement	1,123,353	10,632,953
Other	<u>(84,936)</u>	<u>7,999</u>
 Net non-operating gains (losses)	 <u>5,066,539</u>	 <u>(11,687,981)</u>
 Excess (deficit) of revenues, gains and other support over expenses	 <u>9,968,240</u>	 <u>(9,035,082)</u>
Net assets released from restrictions for purchase of property and equipment	<u>242,697</u>	<u>265,224</u>
 Change in net assets without donor restrictions	 <u>\$ 10,210,937</u>	 <u>\$ (8,769,858)</u>

See accompanying notes to the consolidated financial statements.

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended September 30, 2023 and 2022**

(Continued)

	<u>2023</u>	<u>2022</u>
Change in net assets with donor restrictions:		
Contributions	\$ 721,569	\$ 2,914,469
Interest and dividend income	328,028	484,549
Net investment gains, realized	193,142	134,008
Net investment gains (losses), unrealized	693,319	(2,521,556)
Change in split interest agreements	106,993	(487,187)
Maturity of split interest agreement	40,640	247,684
Change in value of pledges	26,154	(24,898)
Bad debt expense (recovery of bad debt)	(2,720)	2,589
Net assets released from restrictions	<u>(750,694)</u>	<u>(969,061)</u>
Change in net assets with donor restrictions	<u>1,356,431</u>	<u>(219,403)</u>
Change in net assets	11,567,368	(8,989,261)
Net assets, beginning of year	<u>101,646,154</u>	110,635,415
Net assets, end of year	<u>\$ 113,213,522</u>	<u>\$ 101,646,154</u>

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Consolidated Statements of Cash Flows**  
**Years Ended September 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities:		
Change in net assets	\$ 11,567,368	\$ (8,989,261)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	14,331,625	14,270,007
Amortization of deferred financing costs	65,365	70,512
Amortization of bond premium	(153,105)	(187,410)
Amortization of deferred marketing costs	14,558	14,557
Amortization of deferred revenue from advance fees	(11,303,173)	(9,599,475)
Non-refundable entrance fees received	16,623,104	14,560,528
Bad debt expense	927,265	374,718
Loss on disposal of property and equipment	6,904	115,890
Unrealized (gains) losses on investments and assets limited as to use	(2,619,298)	24,138,820
Realized gains on investments and assets limited as to use	(2,285,602)	(1,067,272)
Loss on early extinguishment of debt	-	2,076,605
Change in fair value of interest rate swap agreement	(1,123,353)	(10,632,953)
Net change in:		
Accounts receivable - residents and patients	(1,690,382)	150,801
Accounts receivable - other	(1,477,097)	(525,674)
Trusts receivable	(5,530)	36,712
Contributions receivable	(23,434)	22,309
Due from/to related parties	(71,377)	71,377
Inventories	(54,088)	(45,536)
Prepaid expenses and other current assets	(81,398)	(23,681)
Accounts payable	152,684	10,410
Accrued salaries and related expenses	104,748	(221,474)
Provider relief advanced funding	(120,181)	(485,419)
Deferred revenue - other	6,500	-
Liability to other foundations	-	(8,732)
Accrued interest payable	44,810	(993,742)
Funds held for others	(61,242)	(39,081)
	<u>22,775,671</u>	<u>23,093,536</u>

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Consolidated Statements of Cash Flows**  
**Years Ended September 30, 2023 and 2022**

**(Continued)**

	<u>2023</u>	<u>2022</u>
Cash flows from investing activities:		
Purchase of property and equipment	\$ (22,176,900)	\$ (24,737,794)
Net change in investments and assets limited as to use	(4,811,812)	(11,259,465)
Change in assets held for resale	<u>197,103</u>	<u>18,724</u>
Net cash used by investing activities	<u>(26,791,609)</u>	<u>(35,978,535)</u>
Cash flows from financing activities:		
Refunds of deposits and refundable fees	(2,216,678)	(1,437,176)
Refundable entrance fees received	1,389,493	1,333,726
Payments on bonds and note payable	(5,785,000)	(115,125,979)
Deferred costs, net	-	(1,718,255)
Proceeds from issuance of bonds	-	136,445,228
Net change in annuity obligations	<u>(62,422)</u>	<u>(210,002)</u>
Net cash provided (used) by financing activities	<u>(6,674,607)</u>	<u>19,287,542</u>
Change in cash	(10,690,545)	6,402,543
Cash, cash equivalents, and restricted cash, beginning of year	<u>29,928,446</u>	<u>23,525,903</u>
Cash, cash equivalent, and restricted cash, end of year	<u>\$ 19,237,901</u>	<u>\$ 29,928,446</u>
Supplemental cash flow information:		
Cash paid during the year for interest	<u>\$ 3,610,731</u>	<u>\$ 5,577,701</u>
Additions of property and equipment included in accounts payable	<u>\$ 1,536,424</u>	<u>\$ 1,336,149</u>



## Notes to Consolidated Financial Statements

### 1. Summary of Significant Accounting Policies

#### **Organization**

The United Methodist Retirement Homes, Incorporated (“UMRH”) is a not-for-profit corporation, which principally provides housing, health care, and other related services to residents through the ownership and operation of Wesley Pines Retirement Community in Lumberton, North Carolina, Cypress Glen Retirement Community (“Cypress Glen”) in Greenville, North Carolina, and Croasdaile Village Retirement Community (“Croasdaile Village”) in Durham, North Carolina. UMRH was incorporated in North Carolina in 1946. UMRH’s corporate office is located in Durham, North Carolina.

The United Methodist Retirement Homes Foundation, Inc. (the “Foundation”), an affiliate of UMRH, is a not-for-profit corporation which was organized in order to raise endowment funds for the residential facilities operated by UMRH, to support benevolent care for residents who are unable to pay for continuing care at the residential facilities operated by UMRH, and to support special programs at the residential facilities operated by UMRH. The Foundation was incorporated under the laws of the State of North Carolina in 1994.

UMRH Affordable Housing Development, LLC (“UMRH-AHD”), a subsidiary of UMRH, is a limited liability company, which was organized in North Carolina in 2002 to further the charitable purposes of UMRH by developing affordable rental housing for senior citizens. UMRH is the sole member of UMRH-AHD.

Wesley Ridge of Lumberton, LLC (“Wesley Ridge”) is a non-profit organization that offers affordable housing to senior adults ages 62 and older, and to disabled adults 18 years of age and older. Wesley Ridge was acquired by UMRH on January 31, 2022. As of September 30 2023 and 2022, Wesley Ridge had total assets of approximately \$1,332,000 and \$1,363,000, respectively, and total unrestricted revenues, gains and other support of approximately \$156,000 and \$140,000, respectively, for the years then ended. Due to the limited financial activity, Wesley Ridge was not included in the consolidated financial statements as of September 30, 2023 and 2022.

The consolidated financial statements include the financial statements of UMRH, the Foundation, and UMRH-AHD. All significant intercompany accounts and transactions have been eliminated. UMRH, the Foundation, and UMRH-AHD are collectively referred to as the “Company”.

#### **Basis of Accounting and Presentation**

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting and in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

#### **Cash and Cash Equivalents**

Cash and cash equivalents include short-term, highly liquid investments both readily convertible to known amounts of cash and so near maturity at acquisition (three-months or less when purchased) that there is an insignificant risk of change in value because of changes in interest rates. Cash equivalents are stated at cost, which approximates fair value. Throughout the year the Company has bank balances which exceed federal depository limits.

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the consolidated balance sheets that sum to the total amounts shown in the consolidated statements of cash flows:

	<u>2023</u>	<u>2022</u>
Cash	\$ 5,177,988	\$ 5,954,084
Investments – restricted	137,236	350,308
Assets limited as to use:		
Construction funds	3,121,841	13,470,453
Entrance fee escrow	959,123	-
Debt service held by trustee	4,559,191	4,687,166
Held for others	86,572	147,814
Restricted cash for line of credit	234,120	234,120
Net assets with donor restrictions	<u>4,961,830</u>	<u>5,084,501</u>
Total cash, cash equivalents, and restricted cash shown in the consolidated statements of cash flows	<u>\$ 19,237,901</u>	<u>\$ 29,928,446</u>

***Investments***

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheets. Interest and dividend income are included in operating income unless the income or loss is restricted by donor or law. Gains and losses, both realized and unrealized, on investments in debt and equity securities are included in non-operating gains (losses).

***Assets Limited as to Use***

Assets limited as to use consist of funds held for debt service in accordance with the Company's bond issues, funds reserved by insurance regulation, construction funds, and funds held for residents. Net assets with donor restrictions are restricted by donors or grantors for a specific purpose.

Insurance regulation assets whose use is limited represents funds reserved to comply with North Carolina Department of Insurance regulations. The amount of this reserve is calculated annually in accordance with the requirements of N.C. General Statute 58, Article 64. These investments consist of cash, cash equivalents, and other short-term investments.

***Fair Value of Financial Instruments***

The carrying amount of cash and cash equivalents approximates its fair value. The fair value of the Company's investments is presented in Note 3 and Note 5 and is based on quoted market prices. The carrying values of accounts receivable, other receivables, accounts payable, and accrued expenses approximate fair value due to the short-term nature of these instruments. The fair value of the Company's interest rate swaps is presented in Note 8. The Company's long-term debt approximates the fair values of those obligations.

***Accounts Receivable, Net***

Accounts receivable are reported at estimated net realizable amounts from residents and responsible third-party payers. Amounts owed to the Company are reported net of explicit and implicit price concessions. Specific resident balances are written off at the time they are determined to be uncollectible. The process for estimating the ultimate collection of accounts receivable involves significant assumptions and judgments. In this regard, the Company has implemented a standardized approach to estimate and review the collectability of its receivables based on resident receivable aging trends. Historical collection and payer reimbursement experience are an integral part of the estimation process related to determining the ultimate collectability of accounts. In addition, the Company assesses the current state of its billing functions in order to identify any known collection or

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

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reimbursement issues to determine the impact, if any, on its reserve estimates, which involve judgment. Revisions in reserve estimates are recorded as adjustments to the explicit and implicit price concessions. Management believes that its collection and reserve processes, along with the monitoring of its billing processes, help to reduce the risk associated with material revisions to reserve estimates resulting from adverse changes in collection, reimbursement experience and billing functions.

***Trusts Receivable***

Trusts receivable represent the present value of irrevocable charitable remainder unitrusts (“CRUTs”) and charitable gift annuities (“CGAs”). The assets related to these CRUTs and CGAs will become the property of the designated beneficiaries upon the donor’s death. An amount equal to the receivable was recorded as net assets with donor restrictions. Adjustments to the asset to reflect changes in present value are recognized as activity through net assets with donor restrictions.

***Asset Held for Resale***

Asset held for resale consisted of one gifted property in 2022 which was stated at net book value, that approximated fair value. During 2023, the property was sold.

***Property and Equipment, Net***

Property and equipment are recorded at cost. Donated property is recorded at its estimated fair value at the date of receipt, which is then treated as cost. Interest is capitalized on facilities during the construction period. Depreciation is provided using the straight-line method over the estimated useful lives of the assets shown below:

Land improvements	15 to 30 years
Buildings and improvements	5 to 40 years
Equipment and fixtures	2 to 25 years

***Annuity Payable***

The Foundation acts as trustee for irrevocable charitable remainder unitrusts (“CRUTs”), charitable gift annuities (“CGAs”), and charitable remainder annuity trusts (“CRATs”). The assets in these trusts will remain in trust, paying distributions to the donors during their lifetimes, and the remainder assets will become the property of the designated beneficiaries upon the donors’ deaths. Such amounts received are recorded as “investments – restricted” on the consolidated balance sheets. These trusts require specified distributions to be made to the trusts’ designated beneficiaries over the trusts’ terms. The present value of the expected distributions is recorded as annuity obligations. Adjustments to the annuity obligations to reflect amortization of discounts, revaluations of the present value of the estimated future payments and changes in actuarial assumptions are recorded as a change in the value of split-interest agreements.

***Funds Held for Others***

This liability represents agency funds held for UMRH residents. The related asset is included in assets limited as to use.

***Interest Rate Swaps***

The interest rate swap agreements are carried at fair value, estimated using a discounted cash flow method at a rate commensurate with the risk involved. A change in the fair value of the interest rate swap agreements is reported in non-operating gains (losses) in the consolidated statements of operations and changes in net assets.

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

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***Liability for Refundable Advance Fees***

Entrance fee plans available to residents include a standard rate plan, a 50% refundable plan, 80% refundable plan, and a 90% refundable plan. The non-refundable portions of these fees are recorded as deferred revenue. The refundable portion is treated as a long-term liability. Refunds of refundable entrance fees are paid upon termination of the agreement (provided the resident's independent living unit is reoccupied) or within twenty-four months, whichever occurs first. The total amount of contractual refund obligations under existing contracts (that is, if all residents with a refundable balance were to have withdrawn) totaled approximately \$39,341,000 and \$37,345,000 at September 30, 2023 and 2022, respectively.

***Deferred Revenue from Non-refundable Advance Fees***

Deferred revenue from non-refundable advance fees represent payments made by a resident in exchange for the use and privileges of the community for life or until termination of the residency agreement. These advance fees may be partially refundable upon termination of the agreement and decline at a rate of 2% per month of occupancy and are paid after termination of the residency agreement (provided the resident's independent living unit is reoccupied) or within twenty-four months, whichever occurs first.

Advance fees are recorded as deferred revenue and recognized as revenue earned on a straight-line basis over the estimated remaining life of each resident, beginning with the date of occupancy. Any unrecognized deferred revenue, less any related refund, at the date of death or termination of the contract is recorded as income in the period the death or termination of the contract occurs.

***Net Assets***

Net assets of the Company and changes therein are classified and reported as follows:

***Net Assets without Donor Restrictions*** - Net assets that are not subject to donor-imposed stipulations.

***Net Assets with Donor Restrictions*** - Include those net assets subject to donor-imposed stipulations that may or will be met either by action of the Company and/or the passage of time or those net assets subject to donor-imposed stipulations that they be maintained permanently by the Company. Generally, the donors of these assets permit the Company to use all or part of the income earned on related investments for general or specific purposes.

***Net Assets Released from Restrictions*** - The Company reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor-imposed restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

***Net Resident and Patient Service Revenues***

Net resident and patient service revenues are reported at estimated net realizable amounts from patients, third-party payors, and others for services rendered, and includes estimated retroactive revenue adjustments due to future audits, reviews, and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews, and investigations. Historically, such adjustments for the Company have been immaterial in relation to the consolidated financial statements as a whole.

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

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Revenues under third-party payor agreements are subject to examination and retroactive adjustment. Provisions for estimated third-party payor settlements are provided in the period the related services are rendered. Differences between the amounts accrued and subsequent settlements are recorded in operations in the year of settlement.

***Excess (Deficit) of Revenues, Gains and Other Support Over Expenses***

The consolidated statements of operations and changes in net assets includes excess (deficit) of revenues, gains and other support over expenses. Changes in net assets without donor restrictions, which are excluded from excess (deficit) of revenues, gains and other support over expenses, consistent with industry practice, would include net assets released from restriction for purchase of property and equipment and contributions of long-lived assets (including assets acquired using contributions which by donor restrictions were to be used for the purposes of acquiring such assets).

***Benevolent Assistance and Community Benefits***

The Company currently maintains a benevolent assistance program and policy for residents holding continuing-care residency agreements in the event the resident(s) should become unable to pay for services. The Company reserves the right to change the program and policy from time to time. The benevolent assistance policy will not apply to residents who have impaired their ability to meet financial obligations by transferring assets other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. Upon review of each resident's individual financial situation, the Company may permit the resident to remain at the facility for a lesser fee based on the resident's ability to pay, but only after meeting all of the "spend-down" provisions of eligibility for the Medicaid program and any public assistance funds. The Company may decline new benevolent assistance applications if it is determined that deferment of such charges may impair the Company's ability to operate on a sound financial basis. Since the Company does not expect to collect the normal charges for services provided for those residents who meet the benevolent assistance provisions, charges for such assistance are not included in net patient service revenue.

The Company also contributes certain dollars, volunteer hours, healthcare, and housing services to benefit the surrounding community. Total community benefits and charity care were approximately \$6,237,000 and \$5,213,000 for the year ended September 30, 2023 and 2022, respectively, which was made up of \$5,424,000 and \$4,825,000 in unreimbursed healthcare, housing and services and \$812,000 and \$388,000 in community benefits for the year ended September 30, 2023 and 2022, respectively.

***Continuing-Care Contracts***

The Company enters into continuing-care contracts with various residents. A continuing-care contract is an agreement between a resident and the Company specifying the services and facilities to be provided to a resident over his or her remaining life. Under the contracts, the Company has the ability to increase fees as deemed necessary. At the end of each fiscal year, the Company calculates the present value of the net cost of future services to be provided to current residents and compares the amount with the deferred revenue from advance fees at that date. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from advance fees, a liability (obligation for future costs) is recorded. No liability has been recorded as of September 30, 2023 or 2022, because the present value of the estimated net costs of future services and use of facilities is less than deferred revenues from advances fees. The present value of the net cost of future services and use of facilities was discounted at 4.43% and 3.81% in 2023 and 2022, respectively.

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

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***Concentration of Credit Risk***

Concentrations of credit risk with respect to patient accounts receivable are limited due to the formalized agreements with third-party payors. The Company has significant accounts receivable (approximately 46% and 32% in 2023 and 2022, respectively) whose collectability or realizability is dependent upon the performance of certain governmental programs, primarily Medicare and North Carolina Medicaid. Management does not believe there are significant credit risks associated with these governmental programs.

***Use of Estimates***

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

***Income Taxes***

The Company is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code; accordingly, the accompanying consolidated financial statements do not reflect a provision or liability for federal and state income taxes. The Company has determined that it does not have any material unrecognized tax benefits or obligations as of September 30, 2023.

***Subsequent Events***

The Company evaluated the effect subsequent events would have on the consolidated financial statements through January 27, 2024, which is the date the consolidated financial statements were issued.

**2. Revenue Recognition**

The Company generates revenues, primarily by providing housing and health services to its residents. The following streams of revenue are recognized as follows:

***Monthly fees:***

The life care contracts that residents select require an advanced fee and monthly fees based upon the type of space they are applying for. Resident fee revenue for recurring and routine monthly services is generally billed monthly in advance. Payment terms are usually due within 30 days. The services provided encompass social, recreational, dining along with assisted living, nursing care, and memory care and these performance obligations are earned each month. Under ASC Topic 606, management has determined that the performance obligation for the standing obligation to provide the appropriate level of care is the predominant component and does not contain a lease component under ASC Topic 842. Resident fee revenue for non-routine or additional services are billed monthly in arrears and recognized when the service is provided.

***Advanced fees:***

The non-refundable advanced fees are recognized as deferred revenue upon receipt of the payment and included in liabilities in the consolidated balance sheets until the performance obligations are satisfied. The refundable portion of an entrance fee is not considered part of the transaction price and as such is recorded as a liability in the consolidated balance sheets. Additionally, management has determined the contracts do not contain a significant financing component as the advanced payment assures residents the access to health care in the future. These deferred amounts are then amortized on a straight-line basis into revenue on a monthly basis over the life of the resident as the performance obligation is the material right associated with access to future services as described in FASB ASC 606-10-55 paragraph 18, 42 and 51.

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

**Health care services:**

In the facility, the Company provides assisted and nursing care to residents who are covered by government and commercial payers. The Company is paid fixed daily rates from government payers. The fixed daily rates and other fees are billed in arrears monthly. The monthly fees represent the most likely amount to be received from the 3<sup>rd</sup> party payors. Most rates are predetermined from Medicare and Medicaid. Under ASC Topic 606, management has elected to utilize the portfolio approach in aggregating the revenues under these revenue streams.

The Company disaggregates its revenue from contracts with customers by payor source, as the Company believes it best depicts how the nature, timing and uncertainty of its revenues and cash flows are affected by economic factors. See details on a reportable segment basis in the table below:

	<b>September 30, 2023</b>			
	<b>Independent Living</b>	<b>Assisted Living &amp; Memory Care</b>	<b>Skilled Nursing</b>	<b>Total</b>
Private pay	\$ 36,339,502	\$ 13,392,873	\$ 12,110,953	\$ 61,843,328
Government reimbursement	-	37,496	10,103,945	10,141,441
Other third-party payor programs	-	-	2,882,219	2,882,219
Total	<u>\$ 36,339,502</u>	<u>\$ 13,430,369</u>	<u>\$ 25,097,117</u>	<u>\$ 74,866,988</u>

	<b>September 30, 2022</b>			
	<b>Independent Living</b>	<b>Assisted Living &amp; Memory Care</b>	<b>Skilled Nursing</b>	<b>Total</b>
Private pay	\$ 34,632,885	\$ 12,271,191	\$ 10,710,006	\$ 57,614,082
Government reimbursement	-	51,350	10,840,304	10,891,654
Other third-party payor programs	-	-	1,969,581	1,969,581
Total	<u>\$ 34,632,885</u>	<u>\$ 12,322,541</u>	<u>\$ 23,519,891</u>	<u>\$ 70,475,317</u>

**3. Investments**

Aggregate fair values of investments at September 30 are summarized below:

	<b>2023</b>	<b>2022</b>
Money market funds	\$ 8,405,056	\$ 9,049,845
Equity	40,210,187	34,674,643
Fixed income	<u>48,193,038</u>	<u>45,361,760</u>
Total investments	96,808,281	89,086,248
Short-term investments	<u>88,037,087</u>	<u>81,293,248</u>
Investments - restricted	<u>\$ 8,771,194</u>	<u>\$ 7,793,000</u>

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

A summary of net investment income for the years ended September 30 follows:

	<u>2023</u>	<u>2022</u>
Net realized gains	\$ 2,285,602	\$ 1,067,272
Net unrealized gains (losses)	<u>2,619,298</u>	<u>(24,138,820)</u>
Net investment income (loss)	<u>\$ 4,904,900</u>	<u>\$ (23,071,548)</u>

**4. Assets Limited as to Use**

The composition of assets limited as to use at September 30 is set forth in the following table:

	<u>2023</u>	<u>2022</u>
Cash funds and cash equivalents	\$ 13,922,679	\$ 23,624,054
Equity	7,897,682	6,700,925
Fixed income	<u>11,913,787</u>	<u>11,253,445</u>
Total assets limited as to use	<u>\$ 33,734,148</u>	<u>\$ 41,578,424</u>

	<u>2023</u>	<u>2022</u>
<b>Board Designated and Other Restricted Assets Limited to Use:</b>		
Construction funds	\$ 3,121,841	\$ 13,470,453
Entrance fee escrow	959,123	-
Debt service held by trustees	6,807,270	6,923,497
Insurance regulation	17,027,253	15,627,968
Held for others	86,572	147,813
Restricted cash for line of credit	234,120	234,120
Net assets with donor restrictions	<u>5,497,969</u>	<u>5,174,573</u>
Total assets limited as to use	33,734,148	41,578,424
Less current portion required to meet current obligations	<u>(6,636,490)</u>	<u>(17,271,385)</u>
Assets limited as to use, net of current portion	<u>\$ 27,097,658</u>	<u>\$ 24,307,039</u>

**5. Fair Value of Assets and Liabilities**

Fair value as defined under U.S. GAAP is an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. U.S. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include:

- **Level 1:** Observable inputs such as quoted prices in active markets.
- **Level 2:** Inputs other than quoted prices in active markets that are either directly or indirectly observable.



**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

- **Level 3:** Unobservable inputs about which little or no market data exists, therefore requiring an entity to develop its own assumptions.

Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value assets and liabilities and their placement within the fair value hierarchy levels.

When quoted prices are available in active markets for identical instruments, investment securities are classified within Level 1 of the fair value hierarchy. Level 1 investments include mutual funds, exchange-traded funds, government and agency bond funds, and money market funds which are valued based on prices readily available in active markets in which those securities are traded. Level 2 investments include interest rate swap agreements which are valued on a recurring basis based on inputs that are readily available in public markets or can be derived from information available in publicly quoted markets.

The Company does not have any financial assets or liabilities measured at fair value on a recurring basis categorized as Level 3, and there were no transfers in or out of Level 3 during 2023. There were no changes during 2023 to the Company's valuation techniques used to measure asset and liability fair values on a recurring basis.

The following tables set forth by level the fair value hierarchy the Company's financial assets accounted for at fair value on a recurring basis as of September 30, 2023 and 2022.

	<b>September 30, 2023</b>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets:				
Mutual funds	\$ 75,135,820	\$ -	\$ -	\$ 75,135,820
Exchange-traded funds	30,795,321	-	-	30,795,321
Government and agency bond funds	2,248,079	-	-	2,248,079
Money market funds	17,804,083	-	-	17,804,083
Interest rate swap agreements	-	11,565,561	-	11,565,561
Total assets at fair value	<u>\$125,983,303</u>	<u>\$ 11,565,561</u>	<u>\$ -</u>	<u>\$ 137,548,864</u>

The Company has \$4,559,126 of cash balances included in investments and assets limited as to use as of September 30, 2023, which are not included in the fair value hierarchy.

	<b>September 30, 2022</b>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets:				
Mutual funds	\$ 75,594,834	\$ -	\$ -	\$ 75,594,834
Exchange-traded funds	20,159,791	-	-	20,159,791
Government and agency bond funds	2,236,331	-	-	2,236,331
Money market funds	29,047,594	-	-	29,047,594
Interest rate swap agreements	-	10,442,208	-	10,442,208
Total assets at fair value	<u>\$127,038,550</u>	<u>\$ 10,442,208</u>	<u>\$ -</u>	<u>\$ 137,480,758</u>

The Company has \$3,626,122 of cash balances included in investments and assets limited as to use as of September 30, 2022, which are not included in the fair value hierarchy.

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

**6. Property and Equipment**

Property and equipment consists of the following at September 30:

	<u>2023</u>	<u>2022</u>
Land	\$ 6,717,324	\$ 6,717,324
Land improvements	25,301,200	24,973,508
Buildings and improvements	292,101,500	285,788,481
Equipment and fixtures	24,807,955	23,545,890
Construction in progress	<u>37,638,972</u>	<u>24,800,359</u>
Total property and equipment	<b>386,566,951</b>	365,825,562
Less accumulated depreciation	<u>(164,218,338)</u>	<u>(151,515,595)</u>
Property and equipment, net	<b><u>\$ 222,348,613</u></b>	<b><u>\$ 214,309,967</u></b>

Construction in progress includes various projects, the largest of which is a campus expansion project. The Company had depreciation expense of approximately \$14,330,000 and \$14,270,000 for the years ended September 30, 2023 and 2022, respectively. The Company capitalized approximately \$1,000,000 and \$685,000 of interest for the years ended September 30, 2023 and 2022, respectively. At September 30, 2023, the Company had approximately \$652,000 in future construction commitments.

**7. Bonds Payable**

Bonds payable consists of the following at September 30:

	<u>2023</u>	<u>2022</u>
First Mortgage Revenue Bonds, Series 2014A: Variable rate of 2.785% due October 1, 2024 See related swap disclosure in Note 8	\$ 350,000	\$ 815,000
First Mortgage Revenue Bonds, Series 2014B: Variable rate of 2.745% due October 1, 2024 See related swap disclosure in Note 8	2,320,000	4,350,000
First Mortgage Revenue Bonds, Series 2016A: Term bonds:		
Due October 1, 2030 yielding 2.880%	8,250,000	8,250,000
Due October 1, 2031 yielding 2.950%	3,000,000	3,000,000
Due October 1, 2035 yielding 3.180%	13,390,000	13,390,000
First Mortgage Revenue and Revenue Refunding Bonds, Series 2021A:		
Serial bonds due through October 1, 2036 yielding between 0.840% and 2.390%	15,955,000	16,030,000
Term Bonds:		
Due October 1, 2041 yielding 2.500%	5,045,000	5,045,000
Due October 1, 2046 yielding 2.660%	6,000,000	6,000,000
Due October 1, 2051 yielding 2.760%	22,395,000	22,395,000

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

First Mortgage Revenue Refunding Bonds, Series 2021B:		
Due October 1, 2033 yielding 2.359%	<b>5,330,000</b>	8,545,000
Due October 1, 2047 yielding 2.411%	<b><u>72,710,000</u></b>	<u>72,710,000</u>
Total bonds payable	<b><u>154,745,000</u></b>	<u>160,530,000</u>
Less current portion of bonds payable	<b>(5,410,000)</b>	(5,785,000)
Less deferred financing costs, net	<b>(2,005,668)</b>	(2,071,033)
Add unamortized premium	<b><u>7,500,837</u></b>	<u>7,653,942</u>
Bonds payable, net of current portion	<b><u>\$ 154,830,169</u></b>	<u>\$ 160,327,909</u>

In September 2014, the Company issued \$12,025,000 of tax-exempt, variable First Mortgage Revenue Refunding Bonds ("2014A Bonds") through the North Carolina Medical Care Commission. Of this total amount, \$1,310,000 funded the partial refunding of the Series 2005B Bonds and \$10,715,000 refunded the entirety of the Series 2004A and a portion of the Series 2005A Bonds, which was funded on October 1, 2014. The interest rate on the 2014A Bonds is variable based on prevailing market rates and is reset monthly based on 79% SOFR plus 1.00%. The Company entered into an interest rate swap agreement on the Series 2014A Bonds, which is described in Note 8.

In December 2014, the North Carolina Medical Care Commission authorized the issuance of tax-exempt, adjustable rate Retirement Facilities First Mortgage Revenue Refunding Bonds, Series 2014B ("2014B Bonds") in the aggregate principal amount of up to \$16,630,000. Of this total amount, \$6,390,000 and \$10,040,000 funded the partial refunding of the Series 2005C Bonds due October 1, 2019 and October 1, 2024, respectively. The interest rate on the 2014B Bonds is variable based on prevailing market rates and is reset monthly based on 79% SOFR plus 1.60%. The Company entered into an interest rate swap agreement on the Series 2014B Bonds, which is described in Note 8.

In May 2016, the North Carolina Medical Care Commission authorized the issuance of tax-exempt, fixed rate Retirement Facilities First Mortgage Revenue Refunding Bonds, Series 2016A ("2016A Bonds") in the aggregate principal amount of up to \$34,485,000. The bond funds were used to refund the entirety of the 2005A Bonds due October 1, 2025 and October 1, 2035, and the remaining outstanding amount of \$22,715,000 of the 2005C Bonds due October 1, 2032.

In December 2021, the Company issued \$49,470,000 of Public Finance Authority Retirement Facilities First Mortgage Revenue and Revenue Refunding 2021A Bonds ("2021A Bonds"). The proceeds of the 2021A Bonds refunded a portion of the outstanding 2016A Bonds, refunded the 2017B Bonds, and built a 54-unit independent living apartment building at Croasdaile Village. In addition, the Company issued \$81,375,000 Direct Bank Bonds issued through the North Carolina Medical Care Commission ("2021B Bonds") and bought by Truist Bank with a 15-year commitment. The proceeds of the 2021B Bonds refunded the outstanding 2013A and 2017A Bonds. The 2021B Bonds are initially taxable at an all-in swap rate of 1.748% until July 2023, at which time the interest rate converted to an all-in tax-exempt swap rate of 2.47%. The Company entered into two interest rate swap agreements on the Series 2021B Bonds, which are described in Note 8.

Principal repayments on bonds payable, excluding discounts and premiums, for the next five years and thereafter, are summarized as follows:

2024	\$ 5,410,000
2025	5,565,000
2026	5,720,000
2027	5,920,000
2028	6,120,000
Thereafter	<u>126,010,000</u>
	<b><u>\$ 154,745,000</u></b>

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

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All series of bonds are subject to annual mandatory sinking fund requirements prior to their due dates. There are certain covenants associated with the bonds that are outlined in the Master Trust indentures. The most restrictive of these covenants requires maintenance of a long-term debt service coverage ratio, as defined, of not less than 1.20.

The Company incurred deferred financing costs in the amount of approximately \$2,490,000 in association with the issuance of the above Series Bonds at September 30, 2022. Amortization expense of approximately \$65,000 and \$71,000 was recognized during 2023 and 2022, respectively, to the interest expense line item on the consolidated statements of operations and changes in net assets. Accumulated amortization was \$484,000 and \$419,000 for the years ended September 30, 2023 and 2022, respectively. During fiscal year 2022, approximately \$1,979,000 of deferred financing costs, net were written off associated with the 2021A Bond and 2021B Bond refunding.

## **8. Interest Rate Swap**

Variable rate long-term debt exposes the Company to variability in interest payments due to changes in interest rates. Management believes it is prudent to limit the variability of a portion of its interest payments. To meet this objective, management entered into interest rate swap agreements to manage fluctuations in cash flows resulting from interest rate risk.

In August 2014, the Company entered into a forward interest rate swap agreement with a financial institution in conjunction with the 2014A Bonds that took effect October 1, 2014. The Company pays a fixed rate of 2.97% while the financial institution pays based on 78% of 1-Month LIBOR plus 1.3925%. The difference between the fixed and floating rates is accrued and recorded in interest expense in the accompanying consolidated statements of operations and changes in net assets. The fair value of this derivative instrument is recorded on the consolidated balance sheets as a long-term asset in fiscal years 2023 and 2022.

In December 2014, the Company entered into a forward interest rate swap agreement with a financial institution in conjunction with the 2014B Bonds that took effect October 1, 2015. The Company pays a fixed rate of 3.195% while the financial institution pays based on 78% of 1-Month LIBOR plus 1.3925%. The difference between the fixed and floating rates is accrued and recorded in interest expense in the accompanying consolidated statements of operations and changes in net assets. The fair value of this derivative instrument is recorded on the consolidated balance sheets as a long-term asset in fiscal years 2023 and 2022.

In December 2021, the Company entered into a interest rate swap agreement with a financial institution in conjunction with the 2021B Bonds that took effect December 1, 2021. The Company pays a fixed rate of 1.748% while the financial institution pays based on 100% of 1-Day SOFR plus 1.350%. The difference between the fixed and floating rates was accrued and recorded in interest expense in the accompanying consolidated statements of operations and changes in net assets. The swap was terminated during fiscal year 2023.

In December 2021, the Company entered into a forward interest rate swap agreement with a financial institution in conjunction with the 2021B Bonds that took effect July 12, 2023. The Company pays a fixed rate of 2.470% while the financial institution pays based on 79% of 1-Day SOFR plus 1.067%. The difference between the fixed and floating rates is accrued and recorded in interest expense in the accompanying consolidated statements of operations and changes in net assets. The fair value of this derivative instrument is recorded on the consolidated balance sheets as a long-term asset in fiscal years 2023 and 2022.

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
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The following schedule outlines the terms and fair values of the interest rate swap agreement.

	<u>2014A Bond Bank Swap</u>	<u>2014B Bond Bank Swap</u>	<u>2021B Bond Bank Swap</u>	<u>2021B Bond Bank Swap</u>
Notional amount	\$ 350,000	\$ 2,320,000	\$ 81,345,000	\$ 78,040,000
Trade date	8/25/2014	12/22/2014	11/4/2021	11/4/2021
Effective date	10/1/2014	10/1/2015	12/1/2021	7/12/2023
Termination date	10/1/2024	10/1/2024	7/12/2023	12/1/2036
Fixed rate	2.970%	3.195%	1.748%	2.470%
Fair value at September 30, 2021	\$ (32,588)	\$ (158,157)	\$ -	\$ -
Unrealized gains	<u>44,911</u>	<u>224,220</u>	<u>2,375,157</u>	<u>7,988,665</u>
Fair value at September 30, 2022	12,323	66,063	2,375,157	7,988,665
Unrealized gains (losses)	<u>(6,946)</u>	<u>(33,340)</u>	<u>(2,375,157)</u>	<u>3,538,796</u>
Fair value at September 30, 2023	<u>\$ 5,377</u>	<u>\$ 32,723</u>	<u>\$ -</u>	<u>\$ 11,527,461</u>

By using an interest rate swap to hedge exposure to change in interest rates, the Company exposes itself to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contract. Market risk is the adverse effect on the value of the financial instrument that results from a change in interest rates. The market risk associated with an interest rate swap is managed by establishing and monitoring parameters that limit the types and degrees of market risk that may be undertaken.

## 9. Benevolent Assistance and Other Contractual Adjustments

UMRH maintains records to identify and monitor the level of benevolent assistance it provides. These records include the amount of charges forgone for services and supplies furnished under its benevolent assistance policy. Amounts of benevolent assistance provided based on the cost to provide was approximately \$481,000 and \$889,000 for the years ended September 30, 2023 and 2022, respectively.

Additionally, residents in the health center and assisted living levels of care may be eligible to participate in the North Carolina Medicaid or federal Medicare programs. Contractual adjustments represent the difference between UMRH's standard rates and the rates paid by net third party payors. For the years ended September 30, 2023 and 2022, the net reduction to patient service revenue by net third party payor contractual adjustments (primarily Medicaid and Medicare) of approximately \$3,526,000 and \$2,936,000, respectively.

## 10. Retirement Plans

Effective July 1, 2002, UMRH formed a 403(b) defined-contribution retirement plan covering substantially all its employees. UMRH matches 50% of eligible employee contributions up to eight percent on employees' annual compensation. Matching contributions begin on the first payroll of the first calendar quarter after the employee's hire date. The employees are immediately vested in their contributions. UMRH matching contributions are vested after the twelfth consecutive month period beginning with the first day of the plan year and ending with the last day of the plan year in which the employee is credited with at least 1,000 hours of service. At the end of the plan year, UMRH's matching contributions are vested on a sliding scale from zero to 100% based on years of vesting service where employees are 100% vested after 5 years. Retirement plan expense amounted to approximately \$501,000 and \$480,000 for the years ended September 30, 2023 and 2022, respectively.

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

**11. Net Assets with Donor Restrictions**

Net assets at September 30 were available for the following purposes:

	<u>2023</u>	<u>2022</u>
Benevolent care	\$ 3,069,258	\$ 2,296,721
Split interest agreements	272,985	308,020
Use and maintenance of the Cypress Glen facility	1,644,042	1,362,031
Facility operations and maintenance	146,544	119,219
Capital campaign	13,127	13,127
Other	<u>3,292,761</u>	<u>3,124,716</u>
	<u>\$ 8,438,717</u>	<u>\$ 7,223,834</u>

Net assets restricted to investment in perpetuity, the income from which is expendable to support at September 30:

	<u>2023</u>	<u>2022</u>
Benevolent endowment fund	\$ 3,275,123	\$ 3,259,575
Split interest agreements	526,807	425,857
Use and maintenance of the Cypress Glen facility	649,525	649,525
Facility operations and maintenance	100,691	100,691
Other	<u>714,244</u>	<u>689,194</u>
	<u>\$ 5,266,390</u>	<u>\$ 5,124,842</u>
Total net assets with donor restrictions	<u>\$ 13,705,107</u>	<u>\$ 12,348,676</u>

**12. Commitments and Contingencies**

The Company is involved in litigation in the ordinary course of business related to professional liability claims. Management believes these claims, if asserted, would be settled within the limits of coverage, which is on a claims-made basis, with insurance limits of \$1,000,000 per claim and \$3,000,000 in the aggregate.

Should the policies not be renewed or replaced with equivalent insurance, claims based on occurrences during their terms but reported subsequently would be uninsured. Management anticipates that such coverage will be renewed or replaced with equivalent insurance as these policies expire.

**13. Contingent Liabilities**

The Company is self-insured for its employee health insurance and records an estimate for claims incurred but unpaid at year end. The estimated liability for these claims approximated \$195,000 and \$299,000 as of September 30, 2023 and 2022, respectively. The liability is included in current liabilities on the consolidated balance sheets. The total self-insurance expenses were approximately \$2,620,000 and \$3,110,000, for 2023 and 2022, respectively. The self-insured plan has a stop loss coverage of \$125,000 per individual per plan year ended September 30, 2023 and 2022, and has an \$1,000,000 annual aggregate.

**14. Management Fees**

The Company pays management fees to Life Care Services LLC (“LCS”) pursuant to a Client Services Agreement dated January 1, 2023. Under this Agreement, LCS is to: (i) provide a qualified Corporate Executive Director, who is an employee of LCS; (ii) perform general, financial, personnel, facility and other management services necessary for operation of UMRH’s corporate office and the operation and marketing of the communities. The term of the Client Services Agreement is five years terminable by UMRH, with six months’ notice, at the conclusion of the third anniversary without cause or penalty. The Company recognized management fee expenses of approximately \$2,628,000 and \$2,468,000 for the years ended September 30, 2023 and 2022, respectively which are included in administrative expenses on the consolidated statement of operations and changes in net assets.

**15. Endowment Funds**

The Company’s endowments consist of individual funds established for a variety of purposes including support for residents in financial need, plant operations and maintenance and other general obligations. The endowments consist of donor-restricted endowment funds. As required by generally accepted accounting principles, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

***Interpretation of Relevant Law***

The Board of Trustees of the Company has interpreted the State Prudent Management of Institutional Funds Act (“SPMIFA”) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Company classifies as net assets with donor restrictions (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. In accordance with SPMIFA, the Company considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purposes of the Company and the donor-restricted endowment fund
- General economic conditions
- The possible effect of inflation and deflation
- The expected total return from income and the appreciation of investments
- Other resources of the Company
- The investment policies of the Company

***Endowment Net Asset Composition by Type of Fund as of September 30, 2023***

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment	<u>\$ -</u>	<u>\$ 12,905,315</u>	<u>\$ 12,905,315</u>

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

**Changes in Endowment Net Assets for the Year Ended September 30, 2023**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ -	\$ 11,614,799	\$ 11,614,799
Investment gains	-	1,214,489	1,214,489
Contributions to principal and transfers, net	-	762,166	762,166
Change in value of pledges	-	26,154	26,154
Bad debt expense, net	-	(2,720)	(2,720)
Releases from restriction	-	(750,694)	(750,694)
Maturity of split interest agreement	-	41,121	41,121
Endowment net assets, end of year	<u>\$ -</u>	<u>\$ 12,905,315</u>	<u>\$ 12,905,315</u>

**Endowment Net Asset Composition by Type of Fund as of September 30, 2022**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment	<u>\$ -</u>	<u>\$ 11,614,799</u>	<u>\$ 11,614,799</u>

**Changes in Endowment Net Assets for the Year Ended September 30, 2022**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ -	\$ 11,347,013	\$ 11,347,013
Investment losses	-	(1,902,999)	(1,902,999)
Contributions to principal and transfers, net	-	2,914,471	2,914,471
Change in value of pledges	-	(24,898)	(24,898)
Bad debt expense, net	-	2,589	2,589
Releases from restriction	-	(969,061)	(969,061)
Maturity of split interest agreement	-	247,684	247,684
Endowment net assets, end of year	<u>\$ -</u>	<u>\$ 11,614,799</u>	<u>\$ 11,614,799</u>

**Return Objectives and Risk Parameters**

The Company has adopted investment and spending policies for endowment assets that attempt to emphasize long-term growth of principal while avoiding excessive risk. Short-term volatility will be tolerated in as much as it is consistent with the volatility of a comparable market index. Endowment assets include those assets of donor-restricted funds that the Company must hold in perpetuity.

**Strategies Employed for Achieving Objectives**

To satisfy its long-term rate-of-return objectives, the Company relies on a combination strategy of capital preservation and modest capital growth. The Company targets a diversified asset allocation that places a greater emphasis on fixed income investments to achieve its long-term return objectives within prudent risk constraints.

**Spending Policy and How the Investment Objectives Relate to Spending Policy**

The Company has a policy of utilizing the interest and dividends earned on these endowments for their restricted purposes. The Company believes the investment policy established will facilitate the growth of these endowed funds and allow for earnings on these endowed funds to be used consistent with the intent of the donors.



**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

**16. Liquidity and Availability**

As part of its liquidity management, the Company has a policy to structure its financial assets to be available as its general expenses, liabilities, and other obligations come due. In addition, the Company invests cash in excess of daily operating funds in short-term investments such as mutual funds, exchange-traded funds, and, money market funds.

The following schedule reflects the Company's financial assets to meet cash needs for general expenses within one year. The financial assets were derived from the total assets on the consolidated balance sheets by excluding the assets that are unavailable for general expenses in the next 12 months. The Company seeks to maintain sufficient liquid assets to cover 120 days' operating and capital expenses.

Financial assets available for general expenditure within one year of the balance sheet date, consist of the following at September 30:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 5,177,988	\$ 5,954,086
Contributions receivable, current portion	25,846	2,412
Accounts receivable	3,890,546	3,127,429
Other receivables	2,516,922	1,291,459
Investments	<u>88,037,087</u>	<u>81,293,248</u>
	<u>\$ 99,648,389</u>	<u>\$ 91,668,634</u>

**17. Schedule of Expenses by Natural Classification and Function**

The following is a schedule of expenses by both natural classification and function for the year ended September 30, 2023:

	<u>September 30, 2023</u>			
	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Salaries and benefits	\$ 30,177,146	\$ 5,732,014	\$ 202,813	\$ 36,111,973
Fees for services	9,640,348	2,016,317	-	11,656,665
Supplies	6,622,010	841,499	1,834	7,465,343
Medical and personal care	3,433,557	-	-	3,433,557
Occupancy	2,526,511	18,591	-	2,545,102
Insurance	817,651	132,190	-	949,841
Interest	3,448,201	20	-	3,448,221
Depreciation and amortization	14,164,507	181,676	-	14,346,183
Other	<u>4,185,346</u>	<u>2,093,158</u>	<u>30,876</u>	<u>6,309,380</u>
Total expense	<u>\$ 75,015,277</u>	<u>\$ 11,015,465</u>	<u>\$ 235,523</u>	<u>\$ 86,266,265</u>

**The United Methodist Retirement Homes, Incorporated, Its Affiliate, and Subsidiary**  
**Notes to Consolidated Financial Statements**

The following is a schedule of expenses by both natural classification and function for the year ended September 30, 2022:

	<b>September 30, 2022</b>			<b>Total</b>
	<b>Program Services</b>	<b>Management and General</b>	<b>Fundraising</b>	
Salaries and benefits	\$ 28,555,766	\$ 5,964,399	\$ 183,956	\$ 34,704,121
Fees for services	7,127,822	1,940,537	-	9,068,359
Supplies	6,062,698	816,704	1,557	6,880,959
Medical and personal care	3,450,588	-	-	3,450,588
Occupancy	2,511,069	18,691	-	2,529,760
Insurance	780,735	115,335	-	896,070
Interest	4,133,448	666	-	4,134,114
Depreciation and amortization	14,055,550	229,014	-	14,284,564
Other	3,636,841	2,283,759	29,310	5,949,910
<b>Total expense</b>	<b><u>\$ 70,314,517</u></b>	<b><u>\$ 11,369,105</u></b>	<b><u>\$ 214,823</u></b>	<b><u>\$ 81,898,445</u></b>

**18. COVID-19 Pandemic**

In response to the COVID-19 pandemic, the Coronavirus Aid, Relief and Economic Security (“CARES”) Act was signed into law on March 27, 2020. One provision of the CARES Act was the establishment of the Provider Relief Funds, administered by HHS. The Provider Relief Funds are being distributed to healthcare providers throughout the country to support the battle against the COVID-19 outbreak. The Company received approximately \$310,000 and \$2,083,000 in general Provider Relief Funds (“PRF”) in fiscal year 2021 and 2020, respectively. These funds are intended to reimburse qualifying expenses and lost revenues attributable to COVID-19 and are subject to the terms, conditions, and regulatory requirements set forth by HHS. If the total distributions received by the Company exceed the cumulative amount of qualifying expenses and lost revenues attributable to COVID-19 through December 31, 2021, any excess funding may be subject recoupment. The Provider Relief Funds are accounted for as voluntary nonexchange transactions and related revenues are recognized as eligibility criteria are met. The company recognized approximately \$485,000 in non-operating gains for the year ended September 30, 2022.

***Consolidating Supplementary Information***

The United Methodist Retirement Homes, Inc., Its Affiliate and Subsidiary  
Consolidating Balance Sheet Information  
September 30, 2023

	Corporate	Wesley Pines	Cypress Glen	Croasdaile Village	Eliminating Entries	Total UMRH	UMRH Foundation	Eliminating Entries	Obligated Group	UMRH AHD	Consolidated
<b>ASSETS</b>											
Current assets:											
Cash	\$ 5,015,326	\$ 400	\$ 2,260	\$ 300	\$ -	\$ 5,018,286	\$ 73,545	\$ -	\$ 5,091,831	\$ 86,157	\$ 5,177,988
Contributions receivable, current portion	-	35,404	2,651,322	65,923	-	2,752,649	25,843	(2,752,646)	25,846	-	25,846
Investments	104,964,340	-	-	-	(16,927,253)	88,037,087	-	-	88,037,087	-	88,037,087
Assets limited as to use - debt service, current portion	-	-	-	6,403,116	-	6,403,116	-	-	6,403,116	-	6,403,116
Assets limited as to use, current portion	60	11,875	209,207	11,932	-	233,074	-	-	233,074	300	233,374
Accounts receivable, net of allowance for uncollectible accounts	-	776,301	286,246	2,760,804	-	3,823,351	-	-	3,823,351	-	3,823,351
Other receivables	14,650	54,408	319,829	2,195,230	-	2,584,117	-	-	2,584,117	-	2,584,117
Due from related parties	1,197,048	-	34,064,766	89,742,900	(124,751,569)	253,145	-	(253,145)	-	-	-
Inventories	450	91,437	41,390	98,026	-	231,303	-	-	231,303	-	231,303
Prepaid expenses and other current assets	80,054	141,870	379,565	691,995	-	1,293,484	-	-	1,293,484	-	1,293,484
<b>Total current assets</b>	<b>111,271,928</b>	<b>1,111,695</b>	<b>37,954,585</b>	<b>101,970,226</b>	<b>(141,678,822)</b>	<b>110,629,612</b>	<b>99,388</b>	<b>(3,005,791)</b>	<b>107,723,209</b>	<b>86,457</b>	<b>107,809,666</b>
Non-current assets:											
Assets limited as to use - statutory operating reserve	-	2,565,551	4,144,521	10,217,181	-	16,927,253	100,000	-	17,027,253	-	17,027,253
Assets limited as to use - debt service, net of current portion	-	-	1,245,989	2,280,008	-	3,525,997	-	-	3,525,997	-	3,525,997
Assets limited as to use, net of current portion	674,524	-	2,603,165	234,120	-	3,511,809	3,032,599	-	6,544,408	-	6,544,408
Investments - restricted	-	-	-	-	-	-	8,771,194	-	8,771,194	-	8,771,194
Property and equipment, net	77,524	11,694,931	41,757,700	168,818,458	-	222,348,613	-	-	222,348,613	-	222,348,613
Trusts receivable	-	-	-	-	-	-	125,130	-	125,130	-	125,130
Contributions receivable, net of current portion	-	702,575	3,095,315	3,452,602	-	7,250,492	-	(7,250,492)	-	-	-
Deferred marketing costs, net	-	-	6,087	80,925	-	87,012	-	-	87,012	-	87,012
Interest rate swap agreement	-	1,157,357	1,986,336	8,421,868	-	11,565,561	-	-	11,565,561	-	11,565,561
<b>Total non-current assets</b>	<b>752,048</b>	<b>16,120,414</b>	<b>54,839,113</b>	<b>193,505,162</b>	<b>-</b>	<b>265,216,737</b>	<b>12,028,923</b>	<b>(7,250,492)</b>	<b>269,995,168</b>	<b>-</b>	<b>269,995,168</b>
<b>Total assets</b>	<b>\$ 112,023,976</b>	<b>\$ 17,232,109</b>	<b>\$ 92,793,698</b>	<b>\$ 295,475,388</b>	<b>\$ (141,678,822)</b>	<b>\$ 375,846,349</b>	<b>\$ 12,128,311</b>	<b>\$ (10,256,283)</b>	<b>\$ 377,718,377</b>	<b>\$ 86,457</b>	<b>\$ 377,804,834</b>
<b>LIABILITIES AND NET ASSETS</b>											
Current liabilities:											
Annuity payable, current portion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,319	\$ -	\$ 63,319	\$ -	\$ 63,319
Bonds payable, current portion	-	297,000	713,000	4,400,000	-	5,410,000	-	-	5,410,000	-	5,410,000
Accounts payable	739,924	374,300	713,872	2,642,071	-	4,470,167	2,846	-	4,473,013	-	4,473,013
Accrued salaries and related expenses	361,851	420,154	628,868	846,628	-	2,257,501	-	-	2,257,501	-	2,257,501
Accrued interest payable	-	15,513	27,070	1,721,866	-	1,764,449	-	-	1,764,449	-	1,764,449
Insurance regulation - statutory operating reserve	-	2,565,551	4,144,521	10,217,181	(16,927,253)	-	-	-	-	-	-
Due to related parties	123,807,666	943,903	-	-	(124,751,569)	-	2,752,646	(2,752,646)	-	-	-
<b>Total current liabilities</b>	<b>124,909,441</b>	<b>4,616,421</b>	<b>6,227,331</b>	<b>19,827,746</b>	<b>(141,678,822)</b>	<b>13,902,117</b>	<b>2,818,811</b>	<b>(2,752,646)</b>	<b>13,968,282</b>	<b>-</b>	<b>13,968,282</b>
Long-term liabilities:											
Annuity payable, less current portion	-	-	-	-	-	-	395,706	-	395,706	-	395,706
Bonds payable, less current portion	-	7,462,722	12,792,516	134,574,931	-	154,830,169	-	-	154,830,169	-	154,830,169
Qualified intermediate-term debt	-	-	-	-	-	-	-	-	-	-	-
Liability for refundable advance fees	-	161,262	5,563,775	8,926,441	-	14,651,478	-	-	14,651,478	-	14,651,478
Deferred revenue from non-refundable advance fees	-	1,540,003	18,845,248	60,267,354	-	80,652,605	-	-	80,652,605	-	80,652,605
Deferred revenue - other	6,500	-	-	-	-	6,500	253,145	(253,145)	6,500	-	6,500
Contributions payable, less current portion	-	-	-	-	-	-	7,250,492	(7,250,492)	-	-	-
Funds held for others	-	10,560	71,010	5,002	-	86,572	-	-	86,572	-	86,572
<b>Total long-term liabilities</b>	<b>6,500</b>	<b>9,174,547</b>	<b>37,272,549</b>	<b>203,773,728</b>	<b>-</b>	<b>250,227,324</b>	<b>7,899,343</b>	<b>(7,503,637)</b>	<b>250,623,030</b>	<b>-</b>	<b>250,623,030</b>
<b>Total liabilities</b>	<b>124,915,941</b>	<b>13,790,968</b>	<b>43,499,880</b>	<b>223,601,474</b>	<b>(141,678,822)</b>	<b>264,129,441</b>	<b>10,718,154</b>	<b>(10,256,283)</b>	<b>264,591,312</b>	<b>-</b>	<b>264,591,312</b>
Net assets:											
Without donor restrictions	(13,566,550)	2,701,849	41,764,955	68,348,465	-	99,248,719	173,539	-	99,422,258	86,157	99,508,415
With donor restrictions	674,585	739,292	7,528,863	3,525,449	-	12,468,189	1,236,618	-	13,704,807	300	13,705,107
<b>Total net assets</b>	<b>(12,891,965)</b>	<b>3,441,141</b>	<b>49,293,818</b>	<b>71,873,914</b>	<b>-</b>	<b>111,716,908</b>	<b>1,410,157</b>	<b>-</b>	<b>113,127,065</b>	<b>86,457</b>	<b>113,213,522</b>
<b>Total liabilities and net assets</b>	<b>\$ 112,023,976</b>	<b>\$ 17,232,109</b>	<b>\$ 92,793,698</b>	<b>\$ 295,475,388</b>	<b>\$ (141,678,822)</b>	<b>\$ 375,846,349</b>	<b>\$ 12,128,311</b>	<b>\$ (10,256,283)</b>	<b>\$ 377,718,377</b>	<b>\$ 86,457</b>	<b>\$ 377,804,834</b>

The United Methodist Retirement Homes, Inc., Its Affiliate and Subsidiary  
Consolidating Statement of Operations and Changes in Net Assets Information  
Year Ended September 30, 2023

	Corporate	Wesley Pines	Cypress Glen	Croasdaille Village	Total UMRH	UMRH Foundation	Eliminating Entries	Obligated Group	UMRH AHD	Consolidated
Unrestricted revenues, gains and other support:										
Net resident and patient service revenue	\$ -	\$ 10,232,353	\$ 19,436,177	\$ 45,198,458	\$ 74,866,988	\$ -	\$ -	\$ 74,866,988	\$ -	\$ 74,866,988
Amortization of advance fees	-	266,308	2,943,043	8,093,822	11,303,173	-	-	11,303,173	-	11,303,173
Net assets released from restriction	833	16,429	178,586	303,519	499,367	62,744	(54,114)	507,997	-	507,997
Other	35,485	17,676	29,107	144,562	226,830	-	-	226,830	-	226,830
Interest and dividend income	4,135,559	-	18,460	108,660	4,262,679	290	-	4,262,969	9	4,262,978
Total unrestricted revenues, gains and other support	4,171,877	10,532,766	22,605,373	53,849,021	91,159,037	63,034	(54,114)	91,167,957	9	91,167,966
Expenses:										
Nursing services	-	4,948,850	4,964,231	12,812,756	22,725,837	-	-	22,725,837	-	22,725,837
Dietary and food services	-	1,701,277	3,411,528	8,876,852	13,989,657	-	-	13,989,657	-	13,989,657
Administration	5,811,922	786,831	2,187,788	4,083,563	12,870,104	66,407	(54,114)	12,882,397	204	12,882,601
Plant operations, maintenance and security	-	817,818	2,755,338	4,412,202	7,985,358	-	-	7,985,358	-	7,985,358
Laundry and housekeeping	-	508,566	1,039,343	2,824,712	4,372,621	-	-	4,372,621	-	4,372,621
Resident services - activities	-	150,756	689,400	1,938,905	2,779,061	-	-	2,779,061	-	2,779,061
Home care	-	-	-	2,802,557	2,802,557	-	-	2,802,557	-	2,802,557
Interest	-	158,055	305,244	2,984,922	3,448,221	-	-	3,448,221	-	3,448,221
Depreciation and amortization	48,331	627,813	3,427,394	10,242,645	14,346,183	-	-	14,346,183	-	14,346,183
Loss on disposal of property and equipment	-	9,037	25,345	(27,478)	6,904	-	-	6,904	-	6,904
Bad debt expense	-	99,468	28,646	799,151	927,265	-	-	927,265	-	927,265
Total expenses	5,860,253	9,808,471	18,834,257	51,750,787	86,253,768	66,407	(54,114)	86,266,061	204	86,266,265
Operating income (loss)	(1,688,376)	724,295	3,771,116	2,098,234	4,905,269	(3,373)	-	4,901,896	(195)	4,901,701
Non-operating gains (losses):										
Net investment gains, realized	2,092,460	-	-	-	2,092,460	-	-	2,092,460	-	2,092,460
Net investment gains, unrealized	1,898,006	-	16,288	11,685	1,925,979	-	-	1,925,979	-	1,925,979
Contributions	13,271	918	42,601	13,270	70,060	4,081	-	74,141	-	74,141
Loss on extinguishment of debt	-	-	-	-	-	-	-	-	-	-
Construction related marketing costs	-	-	(63,855)	(603)	(64,458)	-	-	(64,458)	-	(64,458)
Change in fair value of interest rate swap agreement	-	116,830	195,479	811,044	1,123,353	-	-	1,123,353	-	1,123,353
Other	(112,188)	-	45,203	(17,951)	(84,936)	-	-	(84,936)	-	(84,936)
Net non-operating gains (losses)	3,891,549	117,748	235,716	817,445	5,062,458	4,081	-	5,066,539	-	5,066,539
Excess of revenues, gains and other support over expenses	2,203,173	842,043	4,006,832	2,915,679	9,967,727	708	-	9,968,435	(195)	9,968,240
Net assets released from restrictions for purchase of property and equipment	-	-	209,898	32,799	242,697	-	-	242,697	-	242,697
Change in net assets without donor restrictions	2,203,173	842,043	4,216,730	2,948,478	10,210,424	708	-	10,211,132	(195)	10,210,937
Change in net assets with donor restrictions:										
Contributions	865	28,000	286,567	345,616	661,048	60,521	-	721,569	-	721,569
Interest and dividend income	-	20,265	170,651	98,853	289,769	38,259	-	328,028	-	328,028
Investment income	-	54,336	462,208	266,624	783,168	103,293	-	886,461	-	886,461
Change in split interest agreement	-	7,992	29,503	68,030	105,525	1,468	-	106,993	-	106,993
Maturity of split interest agreement	-	-	40,631	9	40,640	-	-	40,640	-	40,640
Change in value of pledges	-	-	-	26,154	26,154	-	-	26,154	-	26,154
Recovery of bad debt expense	-	-	-	(2,720)	(2,720)	-	-	(2,720)	-	(2,720)
Net assets released from donor restriction	(833)	(3,000)	(375,438)	(308,679)	(687,950)	(62,744)	-	(750,694)	-	(750,694)
Change in net assets with donor restrictions	32	107,593	614,122	493,887	1,215,634	140,797	-	1,356,431	-	1,356,431
Change in net assets	2,203,205	949,636	4,830,852	3,442,365	11,426,058	141,505	-	11,567,563	(195)	11,567,368
Net assets, beginning of year	(15,095,170)	2,491,505	44,462,966	68,431,549	100,290,850	1,268,652	-	101,559,502	86,652	101,646,154
Net assets, end of year	\$ (12,891,965)	\$ 3,441,141	\$ 49,293,818	\$ 71,873,914	\$ 111,716,908	\$ 1,410,157	\$ -	\$ 113,127,065	\$ 86,457	\$ 113,213,522

## **ATTACHMENT 2**

**Forecasted Financial Statements  
of  
The United Methodist  
Retirement Homes, Incorporated  
Includes**

- **Consolidated Operations of Croasdaile Village, Cypress Glen and Wesley Pines**
- **Individual Operations of Wesley Pines (To Be Submitted Later)**

**The United Methodist Retirement Homes  
Obligated Group**

**Compilation of a Financial Forecast**

**Five Years Ending September 30, 2028**

**(with Independent Accountants' Compilation  
Report thereon)**

**The United Methodist Retirement Homes Obligated Group  
Compilation of a Financial Forecast  
Five Years Ending September 30, 2028**

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## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Boards of Trustees

The United Methodist Retirement Homes Obligated Group

Durham, North Carolina

Management of The United Methodist Retirement Homes, Incorporated ("UMRH") and its affiliate, The United Methodist Retirement Homes Foundation, Inc. (the "Foundation" and, collectively with UMRH, the "Obligated Group"), and Life Care Services LLC, dba Life Care Services ("LCS," collectively defined as "Management") are responsible for the accompanying financial forecast of the Obligated Group, which comprises the forecasted consolidated balance sheets as of and for each of the five years ending September 30, 2028, the related forecasted consolidated statements of operations, changes in net assets, and cash flows for each of the years then ending, and the related summaries of significant assumptions and rationale in accordance with guidelines for the presentation of a financial forecast established by the American Institute of Certified Public Accountants ("AICPA").

The accompanying forecast and this report were prepared for inclusion with the disclosure statement filing requirements of North Carolina General Statutes, Chapter 58, Article 64. Accordingly, this report should not be used for any other purpose.

We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the financial forecast nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by Management. Accordingly, we do not express an opinion, a conclusion, or provide any form of assurance on this financial forecast. The forecasted results may not be achieved as there will usually be differences between the prospective and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

We have no responsibility to update this report for events and circumstances occurring after the date of this report.

The accompanying supplementary information on pages 48-58 is presented for purposes of additional analysis and is not a required part of the forecast. Such information is the responsibility of Management. The supplementary information was subject to our compilation engagement. We have not examined or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

## FORVIS,LLP

Atlanta, Georgia

March 26, 2024

## United Methodist Retirement Homes Obligated Group

### Forecasted Consolidated Statements of Operations and Changes in Net Assets For the Years Ending September 30, (In Thousands)

	2024	2025	2026	2027	2028
<b>Revenues:</b>					
Amortization of advance fees	\$ 12,908	\$ 13,138	\$ 14,157	\$ 14,658	\$ 14,902
Independent living revenues	38,853	40,799	44,673	47,568	48,951
Assisted living revenues	11,487	12,062	12,544	12,920	13,308
Memory support revenues	3,124	3,280	3,412	3,514	3,619
Skilled nursing revenues	26,288	27,401	28,341	29,085	29,848
Other operating revenues	130	136	145	151	156
Home care revenues	2,333	2,403	2,476	2,550	2,626
Investment income	3,349	2,809	3,178	3,323	3,425
<b>Total revenues</b>	<b>98,472</b>	<b>102,028</b>	<b>108,926</b>	<b>113,769</b>	<b>116,835</b>
<b>Expenses:</b>					
Marketing costs - Cypress Glen Project	68	9	148	8	-
Health care services	18,906	19,854	20,648	21,267	21,905
Dietary	15,159	15,917	16,901	17,542	18,060
General and administrative	13,963	14,544	15,237	15,741	16,213
Plant	8,794	9,232	9,856	10,307	10,616
Housekeeping and laundry	5,110	5,364	5,779	5,992	6,172
Assisted living services	3,449	3,624	3,769	3,882	3,998
Resident services	3,287	3,450	3,600	3,713	3,824
Home care	2,334	2,404	2,476	2,551	2,627
Memory care services	1,647	1,729	1,798	1,852	1,908
Bad debt expense	471	485	499	514	530
Interest expense	4,946	4,784	7,296	7,031	6,820
Depreciation	14,777	15,661	18,777	19,953	20,957
Amortization of deferred marketing costs	15	15	15	15	15
<b>Total expenses</b>	<b>92,926</b>	<b>97,072</b>	<b>106,799</b>	<b>110,368</b>	<b>113,645</b>
<b>Operating income</b>	<b>5,546</b>	<b>4,956</b>	<b>2,127</b>	<b>3,401</b>	<b>3,190</b>
<b>Non-operating revenues (expenses)</b>					
Contributions/gifts	-	-	-	-	-
<b>Change in net assets without donor restrictions</b>	<b>5,546</b>	<b>4,956</b>	<b>2,127</b>	<b>3,401</b>	<b>3,190</b>
<b>Net assets at beginning of year</b>	<b>113,213</b>	<b>118,759</b>	<b>123,715</b>	<b>125,842</b>	<b>129,243</b>
<b>Net assets at end of year</b>	<b>\$ 118,759</b>	<b>\$ 123,715</b>	<b>\$ 125,842</b>	<b>\$ 129,243</b>	<b>\$ 132,433</b>

See accompanying Summary of Significant Forecast Assumptions and Rationale and  
Independent Accountants' Compilation Report

## United Methodist Retirement Homes Obligated Group

### Forecasted Consolidated Statements of Cash Flows For the Years Ending September 30, (In Thousands)

	2024	2025	2026	2027	2028
<b>Cash flows from operating activities:</b>					
Change in net assets without donor restrictions	\$ 5,546	\$ 4,956	\$ 2,127	\$ 3,401	\$ 3,190
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Depreciation	14,777	15,661	18,777	19,953	20,957
Amortization of deferred marketing costs	15	15	15	15	15
Amortization of deferred financing costs	175	210	210	111	110
Amortization of original issue premium	(399)	(415)	(415)	(415)	(416)
Amortization of advanced fees	(12,908)	(13,138)	(14,157)	(14,658)	(14,902)
Net change in current assets and liabilities, net	1,099	(10)	(75)	(70)	(4)
Net change in accrued interest	1,555	(273)	(327)	(72)	(80)
Entrance fees received from resident turnover (non-refundable)	13,330	13,596	14,317	15,250	15,890
<b>Net cash provided by operating activities</b>	<b>23,190</b>	<b>20,602</b>	<b>20,472</b>	<b>23,515</b>	<b>24,760</b>
<b>Cash flows from investing activities:</b>					
Purchase of property and equipment - routine	(8,623)	(9,047)	(9,478)	(9,830)	(10,128)
Purchase of property and equipment - Cypress Glen Project	(27,344)	(45,959)	(6,702)	-	-
Interest cost capitalized during construction period	(1,565)	(3,260)	(267)	-	-
Interest earnings on trustee held funds	1,627	1,644	138	-	-
(Increase) decrease in assets limited as to use, current	2,287	4	(213)	-	12
(Increase) decrease in investments	(2,613)	(1,935)	(2,242)	(3,339)	(4,213)
<b>Net cash used in investing activities</b>	<b>(36,231)</b>	<b>(58,553)</b>	<b>(18,764)</b>	<b>(13,169)</b>	<b>(14,329)</b>
<b>Cash flows from financing activities:</b>					
Initial entrance fees received - Croasdaile Village Project	19,301	-	-	-	-
Initial entrance fees received - Cypress Glen Project	-	-	14,617	-	-
Resident deposits received (converted) - Croasdaile Village Project	(2,600)	-	-	-	-
Resident deposits received (converted) - Cypress Glen Project	362	-	(1,316)	-	-
Entrance fees received from resident turnover (refundable)	156	160	162	166	169
Entrance fee refunds	(3,383)	(3,123)	(3,399)	(3,609)	(3,557)
Change in liability for annuities	(59)	(51)	(43)	(36)	(31)
Issuance of debt - Series 2024 Bonds	67,180	-	-	-	-
Original issue premium	1,006	-	-	-	-
Deferred financing costs	(1,441)	-	-	-	-
Principal payments - Existing Bonds	(5,410)	(5,565)	(5,720)	(5,920)	(6,120)
Principal payments - Series 2024B Bonds	-	-	(13,275)	-	-
<b>Net cash provided by (used in) financing activities</b>	<b>75,112</b>	<b>(8,579)</b>	<b>(8,974)</b>	<b>(9,399)</b>	<b>(9,539)</b>
<b>Change in cash, cash equivalents, and restricted cash</b>	<b>62,071</b>	<b>(46,530)</b>	<b>(7,266)</b>	<b>947</b>	<b>892</b>
<b>Beginning balance of cash, cash equivalents, and restricted cash</b>	<b>40,813</b>	<b>102,884</b>	<b>56,354</b>	<b>49,088</b>	<b>50,035</b>
<b>Ending balance of cash, cash equivalents, and restricted cash</b>	<b>\$ 102,884</b>	<b>\$ 56,354</b>	<b>\$ 49,088</b>	<b>\$ 50,035</b>	<b>\$ 50,927</b>
<b>Reconciliation of cash, cash equivalents, and restricted cash</b>					
Cash and cash equivalents	\$ 8,021	\$ 8,404	\$ 8,840	\$ 9,147	\$ 9,421
Investment - restricted	8,771	8,771	8,771	8,771	8,771
Funded interest account - Series 2024 Bonds	3,027	1,228	-	-	-
Debt service reserve fund - Existing Bonds	3,385	3,385	3,385	3,385	3,385
Construction account - Series 2024 Bonds	52,826	6,858	8	-	-
Operating reserve for Department of Insurance	20,040	20,894	22,586	23,234	23,852
Net assets with donor restrictions	5,498	5,498	5,498	5,498	5,498
Advance deposits - Cypress Glen Project	1,316	1,316	-	-	-
<b>Total cash, cash equivalents, and restricted cash</b>	<b>\$ 102,884</b>	<b>\$ 56,354</b>	<b>\$ 49,088</b>	<b>\$ 50,035</b>	<b>\$ 50,927</b>

See accompanying Summary of Significant Forecast Assumptions and Rationale and  
Independent Accountants' Compilation Report

## United Methodist Retirement Homes Obligated Group

### Forecasted Consolidated Balance Sheets As of September 30, (In Thousands)

	2024	2025	2026	2027	2028
<b>Assets</b>					
Current assets:					
Cash and cash equivalents	\$ 8,021	\$ 8,404	\$ 8,840	\$ 9,147	\$ 9,421
Assets limited as to use, current - Existing Bonds	4,349	4,345	4,330	4,330	4,318
Assets limited as to use, current - Series 2024 Bonds	-	-	228	228	228
Accounts receivable, net	3,223	3,375	3,591	3,755	3,862
Other receivables	2,435	2,551	2,684	2,777	2,860
Contributions receivable	26	26	26	26	26
Prepaid expenses and other	1,416	1,483	1,578	1,650	1,697
Inventories	253	265	282	295	303
<b>Total current assets</b>	<b>19,723</b>	<b>20,449</b>	<b>21,559</b>	<b>22,208</b>	<b>22,715</b>
Investments	90,650	92,586	94,828	98,167	102,379
Investment - restricted	8,771	8,771	8,771	8,771	8,771
Operating reserve for Department of Insurance	20,040	20,894	22,586	23,234	23,852
Assets limited as to use:					
Funded interest account - Series 2024 Bonds	3,027	1,228	-	-	-
Debt service reserve fund - Existing Bonds	3,385	3,385	3,385	3,385	3,385
Construction account - Series 2024 Bonds	52,826	6,858	8	-	-
Prepaid line of credit fees	234	234	234	234	234
Net assets with donor restrictions	5,498	5,498	5,498	5,498	5,498
Advance deposits - Cypress Glen Project	1,316	1,316	-	-	-
<b>Total assets limited as to use</b>	<b>66,286</b>	<b>18,519</b>	<b>9,125</b>	<b>9,117</b>	<b>9,117</b>
Property and equipment	422,472	479,094	495,403	505,234	515,362
Less accumulated depreciation	(178,995)	(194,656)	(213,433)	(233,386)	(254,343)
<b>Net property and equipment</b>	<b>243,477</b>	<b>284,438</b>	<b>281,970</b>	<b>271,848</b>	<b>261,019</b>
Other assets:					
Trusts receivable	125	125	125	125	125
Deferred marketing costs, net	72	58	43	29	14
Interest rate swap agreements	11,566	11,566	11,566	11,566	11,566
<b>Total assets</b>	<b>\$ 460,710</b>	<b>\$ 457,406</b>	<b>\$ 450,573</b>	<b>\$ 445,065</b>	<b>\$ 439,558</b>

See accompanying Summary of Significant Forecast Assumptions and Rationale and  
Independent Accountants' Compilation Report

## United Methodist Retirement Homes Obligated Group

### Forecasted Consolidated Balance Sheets (Continued) As of September 30, (In Thousands)

	2024	2025	2026	2027	2028
<b>Liabilities and Net Assets</b>					
Current liabilities:					
Accounts payable	\$ 4,808	\$ 5,037	\$ 5,298	\$ 5,483	\$ 5,646
Accrued salaries and benefits	2,426	2,542	2,674	2,767	2,850
Interest payable - Existing Bonds	1,754	1,716	1,651	1,580	1,500
Interest payable - Series 2024 Bonds	1,565	1,329	1,067	1,067	1,067
Current maturities - Existing Bonds	5,565	5,720	5,920	6,120	6,350
Current maturities - Series 2024 Bonds	-	13,275	-	-	-
Current maturities - Annuity payable	54	46	39	33	28
<b>Total current liabilities</b>	<b>16,172</b>	<b>29,665</b>	<b>16,649</b>	<b>17,050</b>	<b>17,441</b>
Long-term debt:					
Long-term debt, less current portion	210,950	191,955	186,035	179,915	173,565
Original issue premium	8,108	7,694	7,279	6,863	6,447
Bond issuance costs, net	(3,272)	(3,062)	(2,852)	(2,742)	(2,632)
<b>Total long-term debt, net</b>	<b>215,786</b>	<b>196,587</b>	<b>190,462</b>	<b>184,036</b>	<b>177,380</b>
Liability for annuities	336	286	243	206	175
Deposits and other liabilities	7	7	7	7	7
Funds held for others	87	87	87	87	87
Entrance Fees:					
Refundable advanced fees	13,679	12,798	11,827	10,790	9,774
Deferred revenue from non-refundable advanced fees	94,568	92,945	105,456	103,646	102,261
Advance deposits - Cypress Glen Project	1,316	1,316	-	-	-
<b>Total liabilities</b>	<b>341,951</b>	<b>333,691</b>	<b>324,731</b>	<b>315,822</b>	<b>307,125</b>
Net assets					
With donor restrictions	13,705	13,705	13,705	13,705	13,705
Without donor restrictions	105,054	110,010	112,137	115,538	118,728
<b>Net assets</b>	<b>118,759</b>	<b>123,715</b>	<b>125,842</b>	<b>129,243</b>	<b>132,433</b>
<b>Total liabilities and net assets</b>	<b>\$ 460,710</b>	<b>\$ 457,406</b>	<b>\$ 450,573</b>	<b>\$ 445,065</b>	<b>\$ 439,558</b>

See accompanying Summary of Significant Forecast Assumptions and Rationale and  
Independent Accountants' Compilation Report

## United Methodist Retirement Homes Obligated Group

### Summary of Significant Forecast Assumptions and Rationale

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#### General

The accompanying financial forecast presents, to the best of the knowledge and belief of United Methodist Retirement Homes, Incorporated (“UMRH”) and The United Methodist Homes Foundation, Inc. (the “Foundation,” and collectively with UMRH, defined as the “Obligated Group”), the expected financial position, results of operations, and cash flows of the Obligated Group as of and for each of the five years ending September 30, 2028. Accordingly, the financial forecast reflects the judgment of management of the Obligated Group and Life Care Services LLC, dba Life Care Services (“LCS”) (collectively defined as “Management”) as of March 26, 2024, the date of this forecast, based on present circumstances and the expected course of action during the forecast period. There will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

Management’s purpose in releasing this financial forecast is for inclusion in the Company’s annual disclosure statement in accordance with Chapter 58, Article 64, of the North Carolina General Statutes. Accordingly, this report should not be used for any other purpose. The assumptions disclosed herein are those that Management believes are significant to the prospective financial statements.

*Basis of Presentation* – The prospective financial statements included in the forecast have been prepared in accordance with the accounting principles generally accepted in the United States of America. Significant accounting policies are described in the appropriate assumptions and notes to the prospective financial statements. The assumptions described are not all-inclusive.

#### Background

UMRH is a nonprofit corporation founded in 1946, which principally provides housing, health care, and other related services to residents through the ownership and operation of Croasdaile Village Retirement Community (“Croasdaile Village”) in Durham, North Carolina; Cypress Glen Retirement Community (“Cypress Glen”) in Greenville, North Carolina; and Wesley Pines Retirement Community (“Wesley Pines”) in Lumberton, North Carolina. Croasdaile Village, Cypress Glen, and Wesley Pines are collectively referred to as the “Communities”. UMRH’s corporate office is located in Durham, North Carolina.

UMRH is governed by a board of trustees (the “Board”), currently consisting of 11 trustees. UMRH’s bylaws provide for (1) not fewer than 10 nor more than 16 elected trustees (the “Elected Trustees”), with 60 percent elected by the Board and 40 percent elected by the North Carolina Annual Conference Board of Institutions to staggered four-year terms, and (2) certain ex-officio trustees (the “Ex-Officio Trustees”). Elected Trustees may be elected to two consecutive terms and may be re-elected as trustees again after being off the Board for one year. The current Ex-Officio Trustees consist of the presidents of resident associations, chairs of the local committees at the Communities and the corporate executive director at UMRH. All Ex-Officio Trustees, except for the corporate executive director of UMRH, have voting rights.

The Foundation is a nonprofit corporation which was organized in order to raise endowment funds for the Communities, to support benevolent care for those residents who are unable to pay for continuing care at the residential facilities operated by UMRH, and to support special programs at the residential facilities operated by UMRH. Members of the Board serve as members of the Foundation and elect the members of the Foundation’s board of directors.

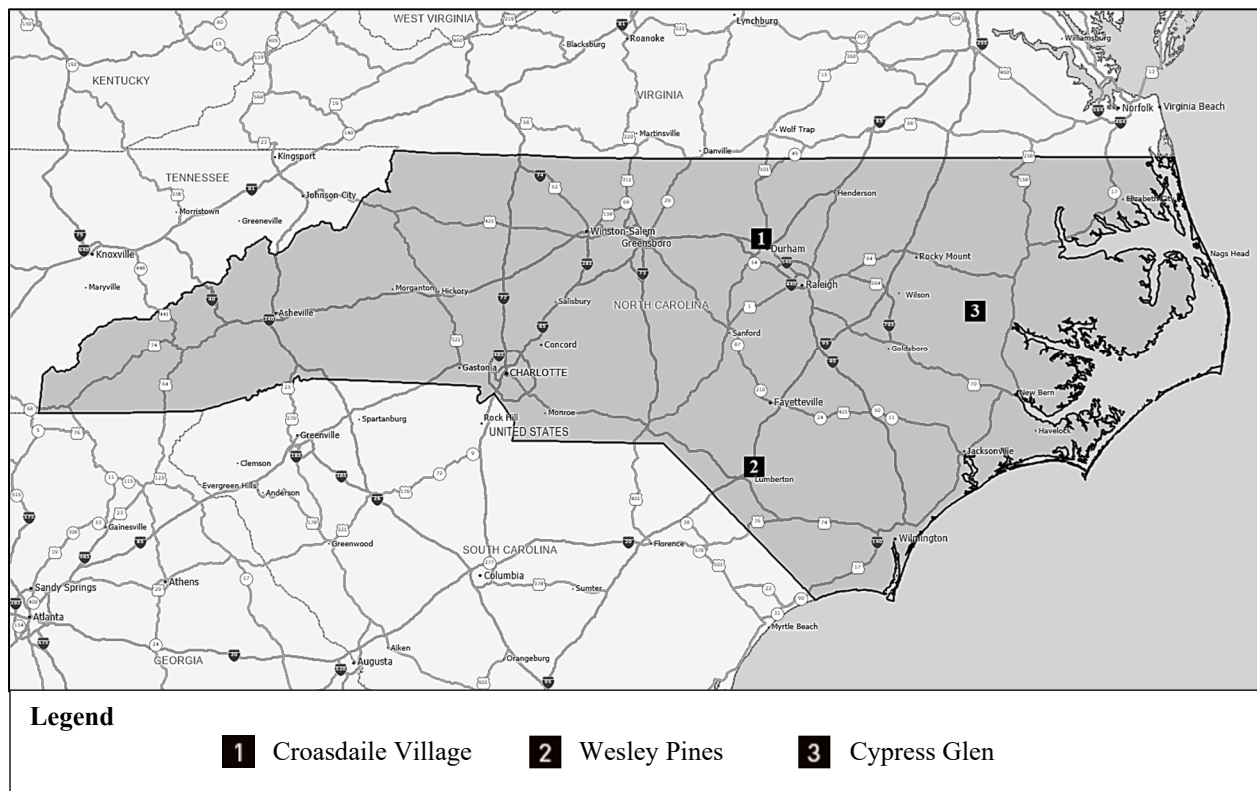
UMRH and the Foundation are exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”), as organizations described in Section 501(c)(3) of the Code.

UMRH has affiliates related to 24 affordable rental housing units for senior adults and disabled adults 18 and older contiguous to the Wesley Pines campus in Lumberton, NC known as “Wesley Ridge.” Wesley Ridge of Lumberton, LLC, a North Carolina for-profit limited liability company, is the owner of Wesley Ridge, and the members of such entity are UMRH and UMRH Affordable Housing, Inc. UMRH Affordable Housing, Inc. is a North Carolina for-profit corporation in which UMRH is the sole shareholder. UMRH Affordable Housing Development, LLC is a for-profit North Carolina limited liability company created for the development of affordable rental housing. UMRH is the sole member of this entity.

UMRH Affordable Housing, Inc., Wesley Ridge of Lumberton, LLC and UMRH Affordable Housing Development, LLC are not Members of the Obligated Group, and have no obligations with respect to the Series 2024 Bonds (defined hereinafter).

### The Communities

The following map depicts the locations of the Communities.



The following table shows the unit mix for the Communities:

**Table 1**  
**The Communities – Unit Mix <sup>(1)</sup>**

<b>Community</b>	<b>Independent Living Units</b>	<b>Assisted Living Units</b>	<b>Memory Care Units</b>	<b>Nursing Beds</b>	<b>Total</b>
Croasdaile Village	452	46	16	102	<b>616</b>
Wesley Pines	26	36	–	62	<b>124</b>
Cypress Glen <sup>(2)</sup>	212	30	12	30	<b>284</b>
<b>Total</b>	<b>690</b>	<b>112</b>	<b>28</b>	<b>194</b>	<b>1,024</b>

Source: Management

(1) Represents unit mix as of October 1, 2023 (fiscal year 2024).

(2) Cypress Glen operates 30 assisted living beds in 26 private and two semi-private rooms.

### ***Croasdaile Village***

Croasdaile Village is situated on an approximately 110-acre site within Croasdaile Farm, a planned, private residential neighborhood at 2600 Croasdaile Farm Parkway in Durham, Durham County, North Carolina. Croasdaile Village opened in 1999 and as of January 1, 2024, consists of the following:

- The Homestead, which includes 244 independent living apartments (the “Homestead ILUs”);
- The Heritage, which includes 54 independent living apartments (the “Heritage ILUs”);
- Park Homes, which includes 24 independent living apartments (the “Croasdaile Park Homes”);
- 108 independent living duplexes (the “Croasdaile Duplexes”);
- 22 free-standing independent living homes (the “Croasdaile Homes”); and,
- The Pavilion, which includes 46 assisted living units (the “Croasdaile ALUs”), 16 memory care units (the “Croasdaile MCUs”) and 102 skilled and intermediate care nursing beds (the “Croasdaile Nursing Beds”).

The Homestead ILUs, the Heritage ILUs, the Croasdaile Park Homes, the Croasdaile Duplexes, and the Croasdaile Homes are collectively referred to as the “Croasdaile ILUs”.

The Croasdaile ALUs, the Croasdaile MCUs, and the Croasdaile Nursing Beds are collectively referred to as the “Croasdaile Healthcare Center”.

Common areas and amenities include a dining room, private dining room, cafe, beauty salon, gift shop, computer center, libraries, game room, arts & crafts room, auditorium/chapel, branch bank, fitness center, pool (including indoor aquatics), wood shop, clinic, gazebo with picnic area, gardens, walking trails and guest rooms.



During 2017, Management began the process for an expansion and repositioning project (the “Croasdaile Village Project”) which included the construction of the 54 Heritage ILUs. The Heritage ILUs became available for occupancy in October 2023.

The following table summarizes the type, number, approximate square footages, entrance fees (“Entrance Fees”) and monthly fees (“Monthly Fees”) for the Croasdaile ILUs effective as of October 1, 2023.

**Table 2**  
**Croasdaile Independent Living Configuration**

<b>Independent Living Unit Type</b>	<b>Unit Count</b>	<b>Square Footage</b>	<b>Standard Entrance Fee Plan <sup>(1)(2)(3)</sup></b>	<b>Monthly Fee <sup>(1)(3)</sup></b>
<i>Apartments – The Homestead:</i>				
Studio	17	400 +/-	\$66,083	\$2,412
Alcove	9	490 +/-	\$81,432	\$2,963
1 Bedroom Standard	27	770-840 +/-	\$142,399	\$3,608
1 Bedroom Traditional	6	850 +/-	\$151,585	\$3,688
1 Bedroom Deluxe	27	920 +/-	\$177,768	\$3,762
1 Bedroom Den	9	950 +/-	\$195,168	\$3,904
1 Bedroom Grande	9	965 +/-	\$190,067	\$3,961
2 Bedroom Traditional	6	1,060 +/-	\$216,971	\$4,114
2 Bedroom Standard	45	1,110-1,190 +/-	\$205,989	\$4,173
2 Bedroom Conventional	15	1,175 +/-	\$225,398	\$4,484
2 Bedroom Deluxe	40	1,285 +/-	\$233,926	\$4,547
2 Bedroom w. Den	12	1,350 +/-	\$274,647	\$4,922
2 Bedroom Grande	9	1,350 +/-	\$260,086	\$4,918
2 Bedroom Grande II	6	1,450 +/-	\$279,835	\$5,296
2 Bedroom Executive	5	1,600 +/-	\$308,482	\$5,342
2 Terrace Grande	2	1,800 +/-	\$327,017	\$5,454
<b>Total Homestead Apartments</b>	<b>244</b>	<b>1,049 +/-</b>	<b>\$195,487</b>	<b>\$4,073</b>
<i>Apartments – The Heritage: <sup>(4)</sup></i>				
Albermarle – 1 Bedroom	18	1,044 +/-	\$272,135	\$4,096
Beaufort – 1 Bedroom Den	1	1,134 +/-	\$300,501	\$4,322
Chatham – 2 Bedroom	1	1,300 +/-	\$344,490	\$4,662
Durham – 2 Bedroom Den	9	1,374 +/-	\$364,099	\$4,928
Edgecombe – 2 Bedroom Den	4	1,376 +/-	\$364,629	\$4,935
Forsyth – 2 Bedroom Den	6	1,439 +/-	\$376,655	\$5,080
Graham – 2 Bedroom Den	8	1,508 +/-	\$394,714	\$5,155
Halifax – 2 Bedroom Den	5	1,794 +/-	\$465,693	\$5,429
Iredell – 2 Bedroom Den	2	2,071 +/-	\$537,599	\$5,571
<b>Total Heritage Apartments</b>	<b>54</b>	<b>1,350 +/-</b>	<b>\$353,706</b>	<b>\$4,756</b>
<i>Park Homes:</i>				
Aspen	4	1,404 +/-	\$299,190	\$4,544
Birch	4	1,455 +/-	\$310,057	\$4,607
Maple	8	1,675 +/-	\$352,861	\$4,741
Oak	8	1,877 +/-	\$388,558	\$4,856
<b>Total Park Homes</b>	<b>24</b>	<b>1,661 +/-</b>	<b>\$348,681</b>	<b>\$4,724</b>

**Table 2 (continued)**  
**Croasdaile Independent Living Configuration**

<b>Independent Living Unit Type</b>	<b>Unit Count</b>	<b>Square Footage</b>	<b>Standard Entrance Fee Plan <sup>(1)(2)(3)</sup></b>	<b>Monthly Fee <sup>(1)(3)</sup></b>
<i>Duplexes:</i>				
Appletree/Duplex	9	1,310 +/-	\$247,549	\$4,712
Beechwood/Duplex	20	1,510 +/-	\$277,926	\$4,801
Cottonwood/Duplex	9	1,640 +/-	\$305,116	\$4,919
Dogwood/Duplex	5	1,840 +/-	\$327,029	\$5,062
Elmwood/Duplex	1	1,940 +/-	\$367,699	\$5,369
Fernwood/Duplex	12	1,500 +/-	\$291,698	\$5,148
Greenwood/Duplex	10	1,700 +/-	\$330,588	\$5,170
Heartwood/Duplex	8	1,900 +/-	\$394,885	\$5,479
Fernwood II/Duplex	12	1,469 +/-	\$313,042	\$4,878
Greenwood II/Duplex	9	1,659 +/-	\$353,529	\$5,059
Heartwood II/Duplex	13	1,938 +/-	\$422,423	\$5,230
<b>Total Duplex Cottages</b>	<b>108</b>	<b>1,628 +/-</b>	<b>\$323,430</b>	<b>\$5,025</b>
<i>Free-Standing Homes:</i>				
Beechwood/Home	7	1,510 +/-	\$296,660	\$5,106
Cottonwood/Home	3	1,640 +/-	\$334,054	\$5,218
Dogwood/Home	8	1,810 +/-	\$359,678	\$5,366
Elmwood/Home	4	1,940 +/-	\$394,885	\$5,515
<b>Total Homes</b>	<b>22</b>	<b>1,715 +/-</b>	<b>\$342,534</b>	<b>\$5,290</b>
<b>Total/Wtd Averages</b>	<b>452</b>	<b>1,288 +/-</b>	<b>\$260,251</b>	<b>\$4,476</b>

Source: Management

- (1) Fees are effective October 1, 2023.
- (2) In addition to the standard option plan shown (the “Standard Entrance Fee Plan”), Management also offers a 50 percent refundable plan (the “50% Refund Plan”) and a 90 percent refundable plan (the “90% Refund Plan”). Entrance Fees under the 50% Refund Plan and 90% Refund Plan are higher than the Standard Entrance Fee Plan by a factor of 1.40 and 1.92, respectively. Monthly Fees are the same for all entrance fee plans.
- (3) The second person Standard Entrance Fee for the Croasdaile ILUs is \$9,387, and the second person Monthly Fee is \$1,525 for all plans.
- (4) The Heritage ILUs became available for occupancy in October 2023.

The following table summarizes the unit types, approximate square footage and the daily fees (“Daily Fees”) for the Croasdaile Healthcare Center.

**Table 3**  
**Croasdaile Healthcare Center Configuration**

	Number of Units	Square Footage	Entrance Fee <sup>(1)</sup>	Daily Fees <sup>(1)</sup>
<i>Assisted Living Units:</i>				
Studio (Suite on Main)	10	312	\$26,221	\$334
Studio (Orchard)	10	477	\$26,221	\$334
1 Bedroom (Orchard)	24	570	\$26,221	\$372
2 Bedroom (Orchard)	2	946	\$26,221	\$372
<b>Total Assisted Living Units</b>	<b>46</b>	<b>510</b>	<b>\$26,221</b>	<b>\$355</b>
<i>Memory Care Units:</i>				
Private	16	156 – 187	\$26,221	\$372
<b>Total Memory Care Units</b>	<b>16</b>	<b>172</b>	<b>\$26,221</b>	<b>\$372</b>
<i>Nursing Beds:</i>				<b>Intermediate/Skilled</b>
Private	72	172	N/A	\$467
Semi-Private	30	212	N/A	\$417
<b>Total Nursing Beds</b>	<b>102</b>	<b>184</b>	<b>N/A</b>	

Source: Management

(1) Fees are effective October 1, 2023.

### ***Wesley Pines***

Wesley Pines is situated on an approximately 59-acre site at 1000 Wesley Pines Road Lumberton, Robeson County, North Carolina. Wesley Pines opened in 1977 and in 2010, Wesley Pines replaced its former assisted living, skilled nursing and commons building with a new facility on the same site. Wesley Pines consists of the following:

- 16 independent living villas (the “Wesley Pines Villas”) and 10 independent living duplexes (the “Wesley Pines Duplexes” and collectively the “Wesley Pines ILUs”);
- 36 assisted living units (the “Wesley Pines ALUs”); and
- 62 nursing beds (the “Wesley Pines Nursing Beds”).

The Wesley Pines ALUs and the Wesley Pines Nursing Beds are collectively referred to as the “Wesley Pines Healthcare Center”.

Common areas and amenities include dining rooms, beauty shop, library, card room, auditorium/chapel, exercise room, gazebo and walking trails.

The following table summarizes the type, number, approximate square footages, Entrance Fees, and Monthly Fees for Wesley Pines effective as of October 1, 2023.

**Table 4**  
**Wesley Pines Unit Configuration**

<b>Independent Living Unit Type</b>	<b>Unit Count</b>	<b>Square Footage</b>	<b>Standard Entrance Fee Plan<sup>(1)(2)</sup></b>	<b>Monthly Fee<sup>(1)(3)(4)</sup></b>
<b>Independent Living</b>				
<i>The Cottages:</i>				
Cottage w/carport	10	1,108	\$80,128	\$3,172
<i>The Villas:</i>				
Duplex Villa	2	1,258	\$90,718	\$3,219
Free Standing Villa	2	1,300	\$106,023	\$3,219
Deluxe Villa	12	1,500	\$185,752	\$3,297
<b>Total Independent Living</b>	<b>26</b>	<b>1,315</b>	<b>\$131,648</b>	<b>\$3,237</b>
<b>Assisted Living<sup>(5)</sup></b>				
Studio Parkton	5	306	\$4,410	\$5,022
Studio Fairmont	23	360	\$5,513	\$5,739
Studio Marietta	2	436	\$7,718	\$6,806
Suite Rowland	2	420	\$13,230	\$6,806
Suite Pembroke	4	456	\$16,538	\$7,145
<b>Total Assisted Living</b>	<b>36</b>	<b>371</b>	<b>\$7,136</b>	<b>\$5,914</b>
<b>Nursing Beds</b>				
Private	22	230	N/A	<u>Daily Fee</u> \$323
Semi-private	40	378	N/A	\$306
<b>Total Nursing</b>	<b>62</b>	<b>325</b>	<b>N/A</b>	

Source: Management

- (1) Fees are effective October 1, 2023.
- (2) In addition to the Standard Entrance Fee Plan, Management also offers the 50% Refund Plan and the 90% Refund Plan. Entrance Fees under the 50% Refund Plan and 90% Refund Plan are higher than the Standard Entrance Fee Plan by a factor of 1.40 and 1.92, respectively. Monthly Fees are the same for all refund plans.
- (3) The second person Monthly Fee in the Wesley Pines ILUs is \$910.
- (4) Three meal plans are available in the Wesley Pines ILUs. The Monthly Fee for Plan C, which includes no meals (i.e., pay per meal) is shown in the table above. Plan B includes one meal per day, and has Monthly Fees ranging from \$3,402 - \$3,526, with a second person Monthly Fee of \$1,140. Plan A includes three meals per day, and has Monthly Fees ranging from \$3,780 - \$3,905, with a second person Monthly Fee of \$1,518.
- (5) The second person Monthly Fee in the Wesley Pines ALUs (excluding the Parkton, Fairmont and Marietta units) is \$1,654.

### *Cypress Glen*

Cypress Glen is situated on an approximately 91 acre site at 100 Hickory Street in Greenville, Pitt County, North Carolina. Cypress Glen opened in 1987 and currently consists of the following:

- 149 independent living apartments in five wings (the “Cypress Glen IL Apartments”) including the following:
  - 65 independent apartments in the A & B wings (the “A & B Wing Apartments”);
  - 30 independent living apartment in the D wing (the “D Wing Apartments”); and,
  - 54 independent living apartments in the East & West wings (the “East & West Wing Apartments”).
- 63 independent living cottages (the “Cypress Glen Cottages”);
- 30 assisted living units (the “Cypress Glen ALUs”);
- 12 memory care units (the “Cypress Glen MCUs”); and
- 30 skilled nursing beds (the “Cypress Glen Nursing Beds”).

The Cypress Glen IL Apartments and Cypress Glen Cottages are collectively defined as the “Existing Cypress Glen ILUs”. The Cypress Glen ALUs, the Cypress Glen MCUs and the Cypress Glen Nursing Beds are collectively referred to as the “Cypress Glen Healthcare Center”.

Common areas and amenities include, but are not limited to, a dining room, private dining room, café, wellness center including beauty salon, massage room, pool and fitness rooms, gift shop, library, arts & crafts room, auditorium/chapel, lounge areas, gardens, and walking trails.

The following table summarizes the type, number, approximate square footages, Entrance Fees and Monthly Fees for the Existing Cypress Glen ILUs, effective as of October 1, 2023.

**Table 5**  
**Existing Cypress Glen ILU Configuration**

<b>Independent Living Unit Type</b>	<b>Unit Count</b>	<b>Square Footage</b>	<b>Standard Entrance Fee Plan<sup>(1)(2)(3)</sup></b>	<b>Monthly Fee<sup>(1)(2)(3)</sup></b>
<i>Apartments:</i>				
<u>Wings A &amp; B</u>				
Studio	5	230	\$22,550	\$2,309
Single	8	280	\$27,450	\$2,425
Deluxe Single	2	399	\$39,110	\$3,029
Deluxe Studio	9	460	\$45,094	\$3,204
Combination	10	468	\$46,502	\$3,267
Combination with patio	1	468	\$49,002	\$3,267
Deluxe Suite	17	560	\$54,896	\$3,443
Deluxe Suite with patio	2	560	\$57,396	\$3,443
1 Bedroom Main	1	616	\$56,858	\$3,501
1 Bedroom Suite	1	695	\$68,131	\$3,522
2 Bedroom Suite	2	840	\$82,344	\$3,688
2 Bedroom Suite with patio	1	840	\$84,844	\$3,668
2 Bedroom Deluxe Suite	1	840	\$87,627	\$3,775
1 Bedroom Grand	1	859	\$85,306	\$3,720
1 Bedroom Den Main	1	935	\$87,627	\$3,775
1 Bedroom Flex	2	936	\$93,829	\$3,775
2 Bedroom Main Grand	1	1,120	\$103,502	\$3,859
<u>Wing D</u>				
1 Bedroom	9	745	\$109,357	\$3,523
1 Bedroom Deluxe	2	826	\$115,278	\$3,560
1 Bedroom Deluxe with patio	1	826	\$117,778	\$3,560
2 Bedroom	6	1,076	\$143,199	\$4,001
2 Bedroom with patio	1	1,076	\$145,699	\$4,001
2 Bedroom Deluxe	2	1,322	\$165,858	\$4,591
2 Bedroom Deluxe with patio	1	1,322	\$168,358	\$4,591
3 Bedroom	2	1,399	\$170,966	\$4,884
3 Bedroom with patio	1	1,399	\$173,466	\$4,884
3 Bedroom Special	2	1,455	\$189,804	\$5,179
3 Bedroom Deluxe	2	1,507	\$189,804	\$5,179
3 Bedroom Deluxe with patio	1	1,507	\$192,304	\$5,179

**Table 5 (continued)**  
**Existing Cypress Glen ILU Configuration**

<b>Independent Living Unit Type</b>	<b>Unit Count</b>	<b>Square Footage</b>	<b>Standard Entrance Fee Plan<sup>(1)(2)(3)</sup></b>	<b>Monthly Fee<sup>(1)(2)(3)</sup></b>
<b>Wings East &amp; West</b>				
1 Bedroom Alcove	2	744	\$115,768	\$3,535
1 Bedroom Alcove with patio	1	744	\$118,268	\$3,535
1 Bedroom	2	805	\$122,428	\$3,559
1 Bedroom with patio	1	805	\$124,928	\$3,559
1 Bedroom Den	8	961	\$135,270	\$3,779
1 Bedroom Den with patio	4	961	\$137,770	\$3,779
2 Bedroom	10	1,090	\$156,329	\$4,019
2 Bedroom with patio	5	1,090	\$158,829	\$4,019
2 Bedroom Bay	8	1,301	\$182,566	\$4,883
2 Bedroom Bay with patio	4	1,301	\$185,066	\$4,883
2 Bedroom Greatroom	6	1,513	\$205,739	\$5,249
2 Bedroom Greatroom with patio	3	1,513	\$208,239	\$5,011
<b>Subtotal/Wtd Avg – Apts</b>	<b>149</b>	<b>857</b>	<b>\$109,928</b>	<b>\$3,790</b>
<b>Cottages &amp; Villas:</b>				
The Dogwood	8	1,074	\$146,967	\$3,955
The Cypress	6	1,310	\$185,574	\$4,884
The Birch <sup>(4)</sup>	10	1,437	\$189,323	\$5,104
The Hawthorn Villa	4	1,530	\$247,230	\$5,182
The Alder	10	1,680	\$212,273	\$5,325
The Magnolia Villa	5	1,708	\$275,992	\$5,405
The Hawthorn	4	1,782	\$288,221	\$5,540
The Oak Villa	2	1,865	\$301,362	\$5,592
The Elm	4	2,042	\$250,680	\$5,771
The Willow	1	2,061	\$273,769	\$5,888
The Evergreen	6	2,250	\$277,154	\$6,310
The Oak	3	2,348	\$326,463	\$6,388
<b>Subtotal/Wtd Avg - Cottages</b>	<b>63</b>	<b>1,649</b>	<b>\$227,753</b>	<b>\$5,275</b>
<b>Total</b>	<b>212</b>	<b>1,092</b>	<b>\$144,942</b>	<b>\$4,231</b>

Source: Management

- (1) Entrance Fees and Monthly Fees are effective October 1, 2023.
- (2) In addition to the Standard Entrance Fee Plan, Management also offers the 50% Refund Plan, an 80 percent refundable plan (the “80% Refund Plan”), and the 90% Refund Plan. Entrance Fees under the 50% Refund Plan, 80% Refund Plan and 90% Refund Plan are higher than the Standard Entrance Fee Plan by a factor of 1.40, 1.70 and 1.92, respectively. Monthly Fees are the same for all refund plans.
- (3) The second person Entrance Fee for the Cypress Glen ILUs is \$9,995 and the second person Monthly Fee is \$1,347 for all refund plans.
- (4) One Birch cottage has been temporarily removed from inventory for use as Project marketing office space.

The following table summarizes the unit types, approximate square footage and Daily Fees for the Cypress Glen Healthcare Center

**Table 6**  
**Cypress Glen Healthcare Center Configuration**

	Number of Units	Square Footage	Entrance Fee <sup>(1)(2)</sup>	Daily Fees <sup>(1)</sup>
<i>Assisted Living Units:</i>				
Private	26	273	\$15,000	\$313
Semi-Private	4	252	\$15,000	\$289
<b>Total Assisted Living Units<sup>(3)</sup></b>	<b>30</b>	<b>270</b>	<b>\$15,000</b>	<b>\$310</b>
<i>Memory Care Units:</i>				
Private	12	260 +/-	\$15,000	\$330
<b>Total Memory Care Units</b>	<b>12</b>	<b>260</b>	<b>\$15,000</b>	<b>\$330</b>
<i>Nursing Beds:</i>				
Private	26	273	N/A	\$372
Semi-Private	4	252	N/A	\$349
<b>Total Nursing Beds</b>	<b>30</b>	<b>270</b>	<b>N/A</b>	<b>\$369</b>

Source: Management

(1) Fees are effective October 1, 2023.

(2) Direct admissions to the Cypress Glen ALUs and Cypress Glen MCUs are required to pay a \$15,000 Entrance Fee upon admission to Cypress Glen. The Entrance Fee amortizes at two percent per month for 50 months with a maximum possible refund of \$14,000 due to a \$2,000 non-refundable component. There are no direct admissions into the Cypress Glen Nursing Beds.

(3) Cypress Glen operates 30 assisted living beds in 26 private and two semi-private rooms.

## The Project

Management is currently planning an expansion project (the “Project”) at the Cypress Glen campus to include the following:

*Independent Living Unit Expansion:* Management is to construct 57 new independent living apartment units (the “New Cypress Glen ILUs”) and associated underbuilding parking.

*Common Area Expansion and Renovation:* Management is to complete renovations and expansions to the Cypress Glen common areas as well as site improvements, to include remodeled and improved office suites, staff member break room, and marketing center; upgrades to the central kitchen; new resident dining facility with outdoor dining, auditorium, woodworking shop, mail room, library and recreational space; and site improvements to include the construction of flood control levee, new entry with guardhouse, courtyard, maintenance shed and additional parking.

The Existing Cypress Glen ILUs and the New Cypress Glen ILUs are collectively referred to as the “Cypress Glen ILUs”.



The following table summarizes the type, number, approximate square footages, Entrance Fees, and Monthly Fees for the New Cypress Glen ILUs, effective upon the anticipated opening, December 1, 2025.

**Table 7**  
**New Cypress Glen Independent Living Configuration**

Independent Living Unit Type	Unit Count	Square Footage	Standard Entrance Fee Plan <sup>(1)(2)(3)</sup>	Monthly Fee <sup>(1)(2)(3)</sup>
Holly (1-BR Den)	6	1,099	\$223,000	\$4,052
Pine (2-BR Deluxe)	6	1,155	\$235,000	\$4,258
Maple (2-BR Inside Corner)	12	1,283	\$260,000	\$4,731
Spruce (2-BR Den)	18	1,347	\$274,000	\$4,965
Cedar (2-BR Outside Corner)	12	1,401	\$285,000	\$5,164
Sycamore (2-BR Penthouse)	3	1,884	\$393,000	\$6,590
<b>Total/Wtd Averages</b>	<b>57</b>	<b>1,327</b>	<b>\$270,158</b>	<b>\$4,873</b>

Source: Management

(1) Fees are effective upon the anticipated opening, December 1, 2025.

(2) In addition to the Standard Entrance Fee Plan, Cypress Glen also offers the 50% Refund Plan, the 80% Refund Plan, and the 90% Refund Plan. Entrance Fees under the 50% Refund Plan, 80% Refund Plan and 90% Refund Plan are higher than the Standard Entrance Fee Plan by a factor of 1.40, 1.70 and 1.92, respectively. Monthly Fees are the same for all refund plans.

(3) The second person Entrance Fee for the New Cypress Glen ILUs is \$9,751 and the second person Monthly Fee is \$1,347.

As of January 15, 2024, 50 New Cypress Glen ILUs were reserved by 50 Depositors, representing approximately 88 percent of the 57 available New Cypress Glen ILUs.

***Project Timeline***

The following table illustrates the anticipated timeline for Project completion and fill-up of the New Cypress Glen ILUs.

**Table 8**  
**Anticipated Project Construction and Fill-Up Timeline**

Date	Item
February 2024	Begin Project construction and renovation
December 2025	New Cypress Glen ILUs available for occupancy
March 2026	Project construction complete
September 2026	Achieve stabilized occupancy of 93%

Source: Management and LCS Development (hereinafter defined).

## Management of the Communities

UMRH and LCS entered into a client services agreement (the “Management Agreement”) effective January 1, 2023 whereby LCS agrees to act as agent of UMRH, to serve as the manager of the Communities, including the real estate, and in connection therewith, to recommend and regularly evaluate policies and goals of UMRH, implement the policies, budgets, directives and goals for the Communities established by UMRH, to manage the day-to-day operations of the Communities in accordance with UMRH’s policies, directives and goals, to provide UMRH with relevant information as to past operations, and to make recommendations as to the future operations of the Communities. LCS is to maintain a system of financial controls for the Communities using the software provided at other similar communities managed by LCS or its subsidiaries, and provide UMRH with monthly financial statements and annual budgets for operating revenue and expense, capital expenditures and cash flow forecasts for the Communities, and recommend a schedule of resident entrance fees, monthly service fees and other charges. All staff at the Communities are direct employees, with the exception of the corporate executive director and the executive director at Wesley Pines, who are LCS employees.

UMRH is obligated to pay LCS a monthly management fee (the “Monthly Management Fee”) equal to \$190,000 per month (the “Base Fee”), plus the positive difference, if any, between 3.5 percent of monthly operating revenues and the Base Fee (the “Incentive Fee”). The Base Fee increases annually, beginning January 1, 2024, at the same percentage increase as the percentage increase in the index figure for “all items” as shown in the United States Consumer Price Index for All Urban Consumers (“CPI-U”). As described in the Management Agreement, monthly operating revenue equals total operating revenues of the Communities actually received during each calendar month, including monthly service fees, earnings on reserves, additional service payments and healthcare center payments, but does not include any revenue received by UMRH related to the corporate office. In addition to the Monthly Management Fees described above, LCS will be reimbursed for the salary and benefits of the corporate executive director and for certain other expenses.

The Management Agreement commenced on January 1, 2023, and is to continue for 60 months, unless sooner terminated based on terms of the Management Agreement.

## Development of the Project

UMRH and LCS Development LLC (“LCS Development”) entered into a Development Agreement effective August 26, 2021, (the “Development Agreement”) to provide certain development and consulting services in connection with planning, financing, constructing, marketing and opening of the units associated with the Project.

### *The Development Fee*

As compensation for services rendered, UMRH is to pay a “Development Fee” equal to 5.0 percent of actual project costs which has been and is to be paid as follows: (a) \$100,000 upon completion of tasks associated with the Project’s development plan (the “Development Plan”); (b) fees to be earned and paid upon achieving certain milestone activities, (i) 10.0 percent of the Development Fee upon completion of design documents for phase B1, (ii) 10.0 percent of the Development Fee upon completion of design documents for phase B2, (iii) 10.0 percent of the Development Fee upon completion of design documents for phase C, (iv) 30.0 percent of the Development Fee upon the earlier of the issuance of a notice to proceed with certain construction activities, or closing of permanent financing, (v) 25.0 percent of the Development fee paid during construction, and (vi) 15.0 percent of the Development Fee upon 90% occupancy of the New Cypress Glen ILUs. Total Development Fees are anticipated to equal approximately \$4,626,000.

UMRH is also expected to reimburse LCS Development for all reasonable out-of-pocket expenses for personnel employed by LCS Development to such extent such expenses are included in the Project-related budget. Out-of-pocket expenses could include, but are not limited to, the cost of reasonable transportation and living expenses, travel, telephone, express delivery, copying, etc. but not including any overhead or administrative expense.

### *The Marketing and Sales Fee*

In addition to the Development Fee, LCS Development is to be paid a marketing and sales commission fee (the “Marketing Fee”), totaling 2.0 percent of the entrance fees to be paid for initial occupancy of the New Cypress Glen ILUs. Fifty percent of the Marketing Fee is to be earned at the time a New Cypress Glen ILU is reserved with a 10 percent deposit (the “Reservation Marketing Fee”) and 50 percent is to be earned and paid upon occupancy of each New Cypress Glen ILU. Payment of the Reservation Marketing Fee is to be deferred until permanent financing, with the exception of the following payments: (i) \$10,000 due upon commencement of priority deposits; (ii) \$10,000 upon achievement of 25 percent reservations of the New Cypress Glen ILUs and (iii) \$10,000 upon achievement of 50 percent reservations of the New Cypress Glen ILUs. Total Marketing Fees are anticipated to equal approximately \$312,000.

## Summary of Financing

Total financial requirements of the Project is assumed to approximate \$91,595,000. The Obligated Group proposes to fund these financial requirements primarily through the proposed issuance of \$67,180,000 of North Carolina Medical Care Commission Retirement Facilities First Mortgage Revenue Bonds (The United Methodist Retirement Homes Project) Series 2024 (the “Series 2024 Bonds”), consisting of \$53,905,000 long-term, tax-exempt bonds Series 2024A (the “Series 2024A Bonds”) and \$13,275,000 short-term, Tax-Exempt Mandatory Paydown Securities (TEMPS<sup>SM</sup>) (the “Series 2024B Bonds”). The Obligated Group is to be solely responsible for the payment of debt service on the Series 2024 Bonds.

Management has assumed the following sources and uses of funds in preparing its financial forecast based on information provided by B.C. Ziegler and Company (the “Underwriter”).

**Table 9**  
**Sources and Uses of Funds**  
**(In Thousands)**

<b>Sources of Funds:</b>	
Series 2024A Bonds <sup>(1)</sup>	\$53,905
Series 2024B Bonds <sup>(1)</sup>	13,275
Original issue premium – Series 2024A Bonds <sup>(1)</sup>	1,006
<hr/>	
Total Series 2024 Bonds proceeds	68,186
Contribution <sup>(2)</sup>	20,000
Interest earnings on trustee held funds <sup>(3)</sup>	3,409
<hr/>	
Total Sources of Funds	\$91,595
<hr/>	
<b>Uses of Funds:</b>	
Project Costs:	
Direct construction costs <sup>(4)</sup>	\$65,081
Design and engineering <sup>(5)</sup>	4,476
Indirect construction costs <sup>(6)</sup>	4,760
Development Fees <sup>(7)</sup>	4,626
Marketing costs <sup>(8)</sup>	312
Contingency <sup>(9)</sup>	3,771
Miscellaneous costs <sup>(10)</sup>	680
<hr/>	
Total Project Costs	\$83,706
Funded Interest Account – Series 2024 Bonds <sup>(11)</sup>	6,448
Cost of Issuance and Other Costs <sup>(12)</sup>	1,441
<hr/>	
Total Uses of Funds	\$91,595

Source: Management, LCS Development, and the Underwriter

- (1) According to the Underwriter, the following series of bonds are assumed to be issued:
  - \$53,905,000 of tax-exempt fixed rate Series 2024A Bonds, to be issued at a premium of approximately \$1,006,000, and
  - \$13,275,000 of fixed rate TEMPS<sup>SM</sup> Series 2024B Bonds.
- (2) A contribution from the Obligated Group of approximately \$20,000,000 is assumed to be provided for Project construction, marketing expenses, other Project related costs, and a portion of issuance costs.
- (3) Interest earnings on trustee held funds are assumed to approximate \$3,409,000.
- (4) Direct construction costs and other costs related to the construction of the Project are assumed to approximate \$65,081,000, including a guaranteed maximum price (the “GMP”) of \$65,080,677 provided by the UMRH’s contractor, Frank L. Blum Construction Company (the “General Contractor”) which includes a contractor’s contingency of approximately \$1,334,000.
- (5) Design and engineering costs are assumed to approximate \$4,476,000 and include costs associated with architect, civic engineering, interior design fees, and furniture.
- (6) Indirect construction costs associated with equipment and administrative expenses approximate \$4,760,000.
- (7) Development Fees approximate \$4,626,000 in association with development services provided by LCS Development, as described in the Development Agreement.
- (8) Marketing costs approximate \$312,000 in association with marketing and sales services provided by LCS Development, as described in the Development Agreement.
- (9) Management has estimated a Project contingency of \$3,771,000.
- (10) Miscellaneous costs approximate \$680,000 and include costs associated with consultant and legal fees, filing and impact fees, general costs, and travel expenses.
- (11) The Underwriter has estimated \$6,448,000 of the Series 2024 Bonds, including interest earnings of approximately \$3,409,000, to be used to fund interest on the Series 2024 Bonds for a period of approximately 25 months.
- (12) Costs of issuance related to the Series 2024 Bonds are assumed to approximate \$1,441,000 and include, accounting fees, legal counsel fees, feasibility consulting fees, bond issuance fees, the cost for the printing of the preliminary official statement and official statement, and other miscellaneous financing costs.

## Description of the Residency Agreements

To be accepted for admission for an Existing Cypress Glen ILU, a New Cypress Glen ILU, a Croasdaile ILU, a Cypress Glen ILU or a Wesley Pines ILU (collectively defined as the “Independent Living Units”), a prospective resident (the “Resident”) must be at least 62 years of age at the time residency is established and exhibit an ability to live independently and meet their financial obligations as residents of the selected Existing Independent Living Unit.

To reserve an Independent Living Unit, a prospective resident is required to execute a residency agreement (the “Residency Agreement”), provide self-disclosure of his or her health and finances and place a deposit equal to 10 percent of the Entrance Fee (the “Entrance Fee Deposit”) on the selected Independent Living Unit (the “Depositor”). The remaining 90 percent of the Entrance Fee is due on or before the occupancy date (the “Occupancy Date”) of the Independent Living Unit.

The Residency Agreement is a contract which upon payment by the Resident of an Entrance Fee and ongoing payments of Monthly Fee to UMRH, entitles the Resident to occupy the selected Independent Living Unit and UMRH is to provide the following services:

- Weekly housekeeping;
- Limited meal delivery when approved by authorized staff;
- All utilities, except telephone;
- Standard cable television;
- Consultation and preparation of routine special diets;
- Building janitor and maintenance;
- Grounds keeping;
- Planned social, cultural, recreational, educational and spiritual activities;
- Chaplain services;
- Parking;
- Schedule local transportation;
- Limited additional storage space with the exception of the Cypress Glen Cottages;
- Personal emergency transmitter system;
- 24-hour security; and,
- Priority access to a nursing bed or assisted living unit, as necessary, including six days of care in the health center per person per year.

In addition, the frequency of meals and flat linen services included in the Monthly Fee varies for each Community as noted in the following table.

	Number of Meals	Flat Linen Service
<b>Cypress Glen</b>		
A & B Wing Apartments	2/day	Included (laundry facilities available)
D Wing Apartments	25/month	Not included (washers and dryers provided in unit)
East & West Wing Apartments	25/month	Not included (washers and dryers provided in unit)
Cypress Glen Cottages	25/month	Not included (washers and dryers provided in unit)
<b>Croasdaile Village</b>		
Homestead ILUs	Flexible Meal Program <sup>(1)</sup> (studio residents receive 3/day)	Not included (laundry facilities available)
Heritage ILUs	Flexible Meal Program <sup>(1)</sup>	Not included (laundry facilities available)
Croasdaile Duplexes	Flexible Meal Program <sup>(1)</sup>	Not included (laundry facilities available)
Croasdaile Homes	Flexible Meal Program <sup>(1)</sup>	Not included (laundry facilities available)
<b>Wesley Pines</b>		
Wesley Pines Villas	Three meal plans including 1/day, 3/day or a la carte; Monthly Fee based on meal plan chosen <sup>(2)</sup>	Not included (washers and dryers provided in unit)
Wesley Pines Duplexes	Three meal plans including 1/day, 3/day or a la carte; Monthly Fee based on meal plan chosen <sup>(2)</sup>	Not included (washers and dryers provided in unit)

Source: Management

(1) The flexible meal program at Croasdaile Village is equal to 14 units per day or approximately one meal per day.

(2) The a la carte plan is the most popular meal plan at Wesley Pines.

The Resident may purchase additional services for a fee, including, but not limited to, resident and guest meals, preparation of special diets (beyond those which are routine), additional housekeeping services, personal transportation services, wireless Internet, services of the clinic, home care services, and certain ancillary services and supplies.

The Monthly Fee may be revised based on the experience of UMRH and estimates of its future costs, at its sole discretion. UMRH expects to make such adjustments not more than once a year and is required to provide 30 days prior written notice of any such adjustments.

*Healthcare Benefit*

Residents receive six days of care annually in the applicable Community’s health center while they are a resident in an Existing Independent Living Unit or New Cypress Glen ILU (the “Healthcare Benefit”). In the case of double occupancy, each Resident receives six days of care; however, the days cannot be combined for use by one of the Residents. The Healthcare Benefit renews on an annual basis and does not accumulate. Residents are required to pay the charges for physician services and any additional medical and miscellaneous supplies and services associated with medical treatment.

In the event the Resident requires temporary care beyond the six annual days, the Resident would pay the per diem charge for care in the health center as well as the Monthly Fee of the Resident’s Existing Independent Living Unit or New Cypress Glen ILU.

In the event the Resident requires permanent care in the health center, the Resident would be required to release his or her Existing Independent Living Unit or New Cypress Glen ILU and pay the per diem charge for care in the health center.

*Entrance Fees*

UMRH offers three Entrance Fee plans for the Existing Independent Living Units including the Standard Entrance Fee Plan, the 50% Refund Plan and the 90% Refund Plan. In addition, the 80% Refund Plan is offered at Cypress Glen. The Entrance Fee options, related amortization schedules and refunds upon termination of the Residency Agreement are as follows:

<b>Entrance Fee Option</b>	<b>Amortization Schedule</b>
Standard Plan	Entrance Fee amortizes two percent per month for up to 50 months from the occupancy date. After 50 months of occupancy, no refund is due to the Resident.
50% Refund Plan	Entrance Fee amortizes two percent per month for up to 25 months from the occupancy date. After 25 months, the Entrance Fee is 50 percent refundable.
80% Refund Plan <sup>(1)</sup>	Entrance Fee amortizes two percent per month for up to 10 months from the occupancy date. After 10 months, the Entrance Fee is 80 percent refundable.
90% Refund Plan	Entrance Fee amortizes two percent per month for up to five months from the occupancy date. After five months, the Entrance Fee is 90 percent refundable.

Source: Management

(1) The 80% Refund Plan is only offered at Cypress Glen.



The following table summarizes the current percentage of refund plans for the Existing Cypress Glen ILUs and for the New Cypress Glen ILUs as of November 30, 2023 and December 20, 2023, respectively.

<b>Play Type</b>	<b>Existing Cypress Glen ILUs <sup>(1)</sup></b>	<b>New Cypress Glen ILUs <sup>(1)</sup></b>	<b>Management’s Forecast <sup>(2)</sup></b>
Standard Plan	89.0%	92.0%	100%
90% Refund Plan	7.7%	4.0%	–
80% Refund Plan	1.9%	2.0%	–
50% Refund Plan	1.4%	2.0%	–
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100%</b>

Source: Management

(1) The utilization of Entrance Fee options for the Existing Cypress Glen ILUs and for the New Cypress Glen ILUs are as of November 30, 2023 and December 20, 2023, respectively.

(2) For purposes of the forecast, Management has assumed 100 percent of New Cypress ILUs utilization to be the Standard Entrance Fee Plan.

*Termination by the Resident Prior to Occupancy Date*

If the Residency Agreement is terminated prior to occupancy, the Resident would receive a refund of the Entrance Fee paid, less a non-refundable portion of the Entrance Fee equal to \$2,000 and less any costs specifically incurred by UMRH at the Resident’s request. The refund would be paid within 60 days upon receipt of the written notice of cancellation.

*Termination by the Resident After the Occupancy Date*

After the occupancy date, the Resident may cancel the Residency Agreement for any reason by providing written notification of 30 days. Any refund due to the Resident (if applicable) would be paid, without interest, when the Resident’s Independent Living Unit has been reserved by a new resident and upon receipt of the full Entrance Fee paid by a new resident or within two years from the date of cancellation, whichever occurs first.

*Services Provided for in the Assisted Living Units*

The following table describes the services provided for residents of the Cypress Glen ALUs, Croasdale ALUs and the Wesley Pines ALUs (collectively the “Assisted Living Units”), as described in the residency agreements for the Assisted Living Units (the “AL Residency Agreement”).

	Number of Meals	Utilities	Housekeeping	Laundry Service
Cypress Glen	3/day plus snacks	Electricity, gas, water, sewer and	Daily including bed making and trash	Personal clothing, bed linens and towels
Croasdaile Village	3/day plus snacks	Electricity, gas, water, sewer and expanded cable television service	Weekly	Personal clothing, bed linens and towels
Wesley Pines	3/day plus snacks	Heating, cooling, electricity, gas, water, sewer, trash removal and cable television service	2 times per week; trash removal daily	Bed linens changed twice per week

Source: Management

Additional services provided in the Assisted Living Units include:

- Assistance or supervision of activities of daily living (“ADL”);
- Supervision or administration of medications;
- Periodic medical and social evaluation to determine care required;
- Routine measurement and recording of basic vital functions;
- Scheduled transportation;
- Planned social, cultural, spiritual, physical, intellectual and recreational activities;
- 24-hour emergency response; and,
- Resident funds management in an interest bearing account.

*Services Provided for in the Memory Care Units*

The following are the basic services for the Cypress Glen MCUs and the Croasdaile MCUs, (collectively referred to as the “Memory Care Units”) included in the Monthly Fee as described in the residency agreements for the Memory Care Units (the “MC Residency Agreement”).

- Three meals per day plus snacks;
- Daily housekeeping, including bed making and trash removal;
- Laundry service for personal clothing, bed linens and bath linens;
- Utilities including electricity, gas, water, sewer;
- Cable television;
- Assistance or supervision of ADLs;
- Supervision or administration of medications;
- Periodic medical and social evaluation to determine care required;
- Routine measurement and recording of basic vital functions;
- Scheduled medical transportation;
- Planned social, cultural, spiritual, physical, intellectual and recreational activities;
- Secured environment;
- 24-hour emergency response; and,
- Manage Resident personal funds in an interest bearing account.

*Services Provided for in the Nursing Beds*

Upon moving to a Cypress Glen Nursing Bed, Croasdaile Nursing Bed or Wesley Pines Nursing Bed, a Resident (the “Nursing Resident”) would be required to execute a nursing residency agreement (the “Health Center Admission Agreement”). Nursing Residents are to receive the following nursing services under the Health Center Admission Agreement:

- Licensed nursing services 24-hours per day;
- Three meals per day with special diets accommodated and snacks;
- Personal laundry and laundering of linens and bedding;
- Housekeeping and maintenance;
- Utilities including electricity, gas, water, sewer;
- Cable television;
- 24-hour emergency response system;
- Assistance with activities of daily living (bathing, dressing, eating, toileting, mobility and laundry) as needed;
- Routine measurement and recording of basic vital functions;
- Planned social, culture, spiritual, educational and recreational activities;
- Chaplaincy services;
- Use of the common areas; and,
- Manage Resident personal funds in an interest bearing account..

## Regulatory

### Continuing Care Regulatory Requirements

In North Carolina, CCRCs are licensed and regulated by the North Carolina Department of Insurance (“NCDOI” or the “Department”) under Chapter 58, Article 64 of the North Carolina General Statutes (the “General Statutes”) and under Title 11 of the North Carolina Administrative Code. The General Statutes define continuing care as “the furnishing to an individual other than an individual related by blood, marriage, or adoption to the person furnishing the care, of lodging together with nursing services, medical services, or other health related services, under an agreement effective for the life of the individual or for a period longer than one year.”

A CCRC is required to obtain a license from the NCDOI prior to entering into continuing care contracts. Registration must include a disclosure statement, including financial statements and other information required by the NCDOI, which is required to be updated each year subsequent to initial registration (the “Disclosure Statement”). The provider is also required to deliver a Disclosure Statement to prospective residents upon or prior to execution of a residency agreement or collection of a deposit. In addition, CCRCs are required to maintain certain minimum levels of operating reserves to provide security to residents that the community will be able to meet its contractual obligations to provide continuing care.

CCRCs may provide a variety of contracts to residents. Generally, the major distinction in contract types relates to the health care benefit and the payment of an entrance fee. The most common contract types are as follows:

*Extensive or Life Care Contract (“Type A”)* - Under a Type A contract, a resident typically pays an upfront entrance fee and an ongoing monthly service fee in exchange for the right to lifetime occupancy of an independent living unit with certain services and amenities. Residents of independent living who require assisted living or nursing care may transfer to the appropriate level of care and continue to pay essentially the same monthly fee they had been paying for their residence, or upon permanent transfer, the fee may be adjusted to the weighted average of all monthly fees or to a specified independent living unit monthly fee.

*Modified Contract (“Type B”)* - Under a Type B contract, the resident also generally pays an upfront entrance fee and an ongoing monthly service fee for the right to lifetime occupancy of an independent living unit with certain services and amenities. However, under a Type B contract, the CCRC typically provides assisted living or nursing care to residents either (a) at a discounted rate on the per diem, e.g., 20 percent discount; (b) a certain number of days per year or per lifetime, e.g., 60-90 days; or, (c) a combination of the two.

*Fee-for-Service Contract (“Type C”)* - A Type C contract also generally requires an upfront entrance fee and an ongoing monthly service fee for the right to lifetime occupancy of an independent living unit with certain services and amenities. However, under the Type C contract, residents who require assisted living or nursing care do not receive any discount on assisted living or nursing services.

Rental Communities (“Rental”) – Under a Rental contract, a resident signs a residency agreement for the independent living unit selected and pays for various additional services utilized (including assisted living, memory care or nursing) on a monthly basis at prevailing market rates. The resident is not required to pay an entrance fee and the contract term is typically on a month-to-month basis.

Assisted Living Regulatory Requirements

Adult Care Homes and Multi-Unit Assisted Housing with Services (“MAHS”) are regulated by Department of Health and Human Services (“DHHS”), under Chapter 131D, Article 1 of the North Carolina General Statutes and Title 10A, Subchapter 13F of the North Carolina Administrative Code. DHHS defines MAHS as an assisted living residence in which hands-on personal care services and nursing services which are arranged by housing management are provided by a licensed home care or hospice agency through an individualized written care plan. Residents must not be in need of 24-hour supervision. MAHS must register with DHHS and provide a disclosure statement. The North Carolina Medical Care Commission (the “Commission”) also has rulemaking authority over Adult Care Homes (as defined hereinafter). According to DHHS, most assisted living facilities are licensed as Adult Care Homes.

Adult Care Homes, licensed by DHHS, are defined as assisted living residences in which the housing management provides 24-hour scheduled and unscheduled personal care services to two or more residents, either directly or for scheduled needs, through formal written agreement with licensed home care or hospice agencies.

For the purpose of the report, the term “assisted living” is utilized to denote both licensed Adult Care Homes and unlicensed MAHS. Management does not consider foster homes or assisted living facilities with less than 20 beds or lower fee structures to be considered comparable to the assisted living units at the Communities.

For purposes of determining bed need and issuing a Certificate of Need (“CON”) for Adult Care Homes, DHHS reviews each application on a case by case basis and applies a bed need methodology to the corresponding county’s bed need. The following factors are used to determine forecasted bed need by county: bed-to-population ratios, reasonable levels of geographic access for the population, and beds developed as part of a CCRC.

CCRCs may qualify for an exemption from the CON requirement for any new or reconfigured Adult Care Home beds by demonstrating that the proposed assisted living beds would be used exclusively to meet the needs of persons with whom the facility has continuing care contracts (or internal resident transfers through the continuum of care) and who have lived in an independent living unit of the CCRC for a period of at least 30 days.

Nursing Care Regulatory Requirements

DHHS licenses and regulates skilled nursing facilities. Nursing facilities are defined under the North Carolina Nursing Home Licensure Act (Part 1 of Article 6, Chapter 131E of the North Carolina General Statutes) (the “North Carolina Nursing Home Licensure Act”) and Title 10A of the North Carolina Administrative Code as facilities that provide nursing or convalescent care for three or more persons, unrelated to the licensee. According to the North Carolina Nursing Home

Licensure Act, a nursing home provides care for persons who have remedial ailments or other ailments for which medical and nursing care are required, but who are not sick enough to require general hospital care.

There is currently a CON requirement for new nursing beds under the State Medical Facilities Plan. CCRCs may qualify for an exemption from the CON requirements for any new nursing beds that would be used exclusively to meet the needs of persons with whom the facility has continuing care contracts under the sheltered bed policy. The residents under the continuing care contract must have lived in a non-nursing unit for at least 30 days prior to transferring to a nursing bed.

All of the Cypress Glen Nursing Beds are closed beds, 50 of the Croasdaile Nursing Beds are closed beds, and 30 of the Wesley Pines Nursing Beds are closed.

## Summary of Significant Accounting Policies

(a) Basis of Accounting

The Obligated Group maintains its accounting and financial records according to the accrual basis of accounting.

(b) Cash and Cash Equivalents

Cash and cash equivalents, excluding those classified as investments and assets whose use is limited, include certain investments in highly liquid instruments, including short-term debt securities and money market funds with original maturities of three months or less when purchased.

(c) Restricted Cash

The Obligated Group has implemented FASB ASU No. 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash, which requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. Amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end of period total amounts shown on the statement of cash flows. The provisions of FASB ASU No. 2016-18 are effective for the purpose of Management's forecast.

(d) Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the statements of financial position. The fair values of investments are determined based upon quoted market prices. Management has not assumed any unrealized gains or losses on investments during the forecast period.

(e) Assets Limited as to Use

Assets limited as to use are assumed to be carried at fair value, which, based on the nature of the underlying securities, is assumed to approximate historical cost. Management assumes no material changes in fair values that result in material net realized or unrealized gains or losses during the forecast period.

(f) Property and Equipment

Property and equipment is stated at cost less accumulated depreciation. Contributed property is recorded at the estimated fair value at the date of receipt. Depreciation is computed under the straight-line method and is based on estimated useful lives of 35 years for buildings, 8 to 10 years for principal equipment, 5 years for minor equipment and 5 years for vehicles. The cost of maintenance and repairs is expensed as incurred.

(g) Costs of Borrowing

Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

(h) Obligation to Provide Future Services

UMRH enters into continuing care contracts with Residents. A continuing care contract is an agreement between a Resident and UMRH specifying the services and facilities to be provided over the Resident's remaining life. Under each contract, UMRH has the ability to increase fees as deemed necessary. As of the end of each year, UMRH calculates the present value of the estimated net cost of future services to be provided to current Residents, including the cost of facilities, and compares the amount with the balance of deferred revenue from advance fees at that date. If the present value of the net cost of future services and use of facilities exceeds the balance of deferred revenue from advance fees, a liability (obligation to provide future services) is recorded. Management has calculated that the value will not exceed the balance of deferred entrance fees as of September 30, 2023; therefore, no liability for the obligation to provide future services is required to be recorded for the forecast period.

(i) Deferred Marketing Costs

Management has implemented ASU No. 2014-09 "Revenue from Contracts with Customers" and adopted the treatment of deferred marketing costs. Under the standard, UMRH capitalizes marketing sales commissions associated with securing a new Resident as an asset and amortizes these commissions over five (5) years, the estimated term of the respective Residency Agreements.

(j) Deferred Revenue from Entrance Fees

Fees paid by a Resident upon entering into a continuing care contract, net of the portion thereof which is refundable to the Resident, are recorded as deferred revenue and amortized into net resident services revenue using the straight-line method over the estimated remaining life expectancy of the Resident, adjusted on an annual basis.

(k) Refundable Entrance Fees

Refundable Entrance Fees received are deferred and the refundable portion of the Entrance Fee is maintained as a liability, reflecting UMRH's future obligation for repayment.

(l) Tax-Exempt Status

The Obligated Group consists of nonprofit organizations exempt from federal income and excise taxes under section 501(c)3 of the Internal Revenue Code, that are classified as other than a private foundation.

(m) Investment Income

Investment income is reported as operating revenue unless restricted by donor or law. Management assumes no changes in fair values that result in material net realized or unrealized gains or losses during the forecast period.



## Assumed Utilization

The following table summarizes the historical and forecasted utilization of the Croasdaile ILUs.

Fiscal Year Ending September 30,	Average Units Occupied	Average Units Available	Average Occupancy <sup>(3)</sup>
<i>Historical:</i>			
2021	389	413	94%
2022	376	402	94%
2023	375	399	94%
2024 <sup>(1)(2)</sup>	416	436	95%
<i>Forecasted:</i>			
2024 <sup>(2)</sup>	422	452	93%
2025	428	452	95%
2026	428	452	95%
2027	428	452	95%
2028	428	452	95%

Source: Management

(1) Year to date occupancy is through December 31, 2023.

(2) The 54 Heritage ILUs opened in October 2023.

(3) Management assumes that 100% of the Heritage ILUs will be sold. Management assumes that Monthly Fee revenue of the Heritage ILUs to be based on 94% occupancy.

On December 31, 2023, the Croasdaile ILUs were 95% (416 units) occupied.

The double occupancy rate for the Croasdaile ILUs is assumed to approximate 40 percent of occupied units in fiscal year 2024 and throughout the remainder of the forecast period.

The following table summarizes the historical and assumed utilization of the Croasdaile Healthcare Center.

**Table 12**  
**Utilization of the Croasdaile Healthcare Center**

Year Ending September 30,	Average Units Occupied				Total Units Available	Total Occupancy
	Assisted Living	Memory Care	Skilled Nursing	Total Occupancy		
<i>Historical:</i>						
2021	39	5	77	121	157	77%
2022	42	15	82	139	166	84%
2023	42	12	84	138	166	83%
2024 <sup>(1)</sup>	43	14	84	141	164	86%
<i>Forecasted:</i>						
2024	43	13	85	141	164	86%
2025	43	13	85	141	164	86%
2026	43	13	85	141	164	86%
2027	43	13	85	141	164	86%
2028	43	13	85	141	164	86%

Source: Management

(1) Year to date occupancy is through December 31, 2023.

On December 31, 2023, the Croasdaile ALUs, Croasdaile Glen MCUs and the Croasdaile Nursing Beds were 93% (43 units), 88% (14 units) and 82% (84 beds) occupied, respectively.

The following table summarizes the historical and assumed utilization of Wesley Pines.

**Table 13**  
**Wesley Pines Utilization**

Year Ending September 30,	Average Units Occupied			Total Occupancy	Total Units Available	Total Occupancy
	Independent Living	Assisted Living	Skilled Nursing			
<i>Historical:</i>						
2021	25	35	51	111	124	90%
2022	25	34	54	113	124	91%
2023	23	32	58	113	124	91%
2024 <sup>(1)</sup>	25	31	58	114	124	92%
<i>Forecasted:</i>						
2024	25	31	56	112	124	90%
2025	25	31	56	112	124	90%
2026	25	31	56	112	124	90%
2027	25	31	56	112	124	90%
2028	25	31	56	112	124	90%

Source: Management

(1) Year to date occupancy is through December 31, 2023.

On December 31, 2023, the Wesley Pines ILUs, the Wesley Pines ALUs and the Wesley Pines Nursing Beds were 96% (25 units), 86% (31 units) and 94% (58 beds) occupied, respectively.

The double occupancy rate for the Wesley Pines ILUs is assumed to approximate 36 percent of occupied units during the forecast period.

The following table summarizes the historical and forecasted utilization of the Existing Cypress Glen ILUs and the New Cypress Glen ILUs.

**Table 14**  
**Utilization of the Cypress Glen Independent Living Units**

Fiscal Year Ending September 30,	Existing Cypress Glen ILUs			New Cypress Glen ILUs			Total Occupancy
	Average Units Occupied	Average Units Available	Average Occupancy	Average Units Occupied	Average Units Available	Average Occupancy ( <sup>3</sup> )	
<i>Historical:</i>							
2021	204	214	95%	–	–	–	95%
2022	205	212	97%	–	–	–	97%
2023	207	212	98%	–	–	–	98%
2024 <sup>(1)</sup>	206	212	97%	–	–	–	97%
<i>Forecasted:</i>							
2024	203	212	96%	–	–	–	96%
2025 <sup>(2)</sup>	203	212	96%	–	–	–	96%
2026	203	212	96%	31	57	54%	87%
2027	203	212	96%	53	57	93%	95%
2028	203	212	96%	53	57	93%	95%

Source: Management

(1) Year to date occupancy is through December 31, 2023.

(2) The New Cypress Glen ILUs are anticipated to be available for occupancy beginning in December 2025, and are anticipated to fill over a 10-month period at an average of approximately 5.3 units per month.

(3) Management assumes that 93% of the New Cypress Glen ILUs will be sold. Management assumes that Monthly Fee revenue will be based on 93% occupancy.

On December 31, 2023, the Existing Cypress Glen ILUs were 97% (206 units) occupied.

The double occupancy rate for the Existing Cypress Glen ILUs is assumed to approximate 27 percent of occupied units throughout the forecast period. The double occupancy rate for the New Cypress Glen ILUs is assumed to approximate 47 percent in fiscal year 2026, 42 percent in fiscal year 2027, and 37 percent in fiscal year 2028.

The following table summarizes the move-in assumptions for the New Cypress Glen ILUs during the forecast period through stabilized occupancy.

**Table 15**  
**Fill-Up Schedule – New Cypress Glen ILUs**

Fiscal Year/Month	New Cypress Glen ILUs	Cumulative Occupied	Cumulative Occupancy <sup>(1)(2)</sup>
<b>Fiscal Year 2026</b>			
December	10	10	18%
January	10	20	35%
February	8	28	49%
March	6	34	60%
April	6	40	70%
May	4	44	77%
June	3	47	82%
July	2	49	86%
August	2	51	89%
September	2	53	93%
<b>Total</b>	<b>53</b>		<b>93%</b>

Source: Management

(1) Cumulative occupancy based on 57 New Cypress Glen ILUs.

(2) Management assumed that 93% of the New Cypress Glen ILUs will be sold. Management assumed that Monthly Fee revenue will be based on 93% occupancy.

The following table summarizes the historical and assumed utilization of the Cypress Glen ALUs and Cypress Glen MCUs.

**Table 16**  
**Utilization of the Cypress Glen Assisted Living and Memory Care Units**

Year Ending September 30,	Average Units Occupied		Total Occupancy	Total Units Available	Total Occupancy
	Assisted Living	Memory Care			
<i>Historical:</i>					
2021	24	12	36	42	86%
2022	28	12	40	42	95%
2023	29	12	41	42	98%
2024 <sup>(1)</sup>	29	12	41	42	98%
<i>Forecasted:</i>					
2024	28	12	40	42	95%
2025	28	12	40	42	95%
2026	28	12	40	42	95%
2027	28	12	40	42	95%
2028	28	12	40	42	95%

Source: Management

(1) Year to date occupancy is through December 31, 2023.

On December 31, 2023, the Cypress Glen ALUs and Cypress Glen MCUs were 97% (29 units) and 100% (12 units) occupied, respectively.

The following table summarizes the historical and assumed utilization of the Cypress Glen Nursing Beds.

**Table 17**  
**Utilization of the Cypress Glen Nursing Beds**

Fiscal Year Ending September 30,	Average Beds Occupied			Beds Available	Average Occupancy
	Private, HMO & Hospice	Medicare	Total		
<i>Historical:</i>					
2021	20	2	22	30	73%
2022	22	2	24	30	80%
2023	23	2	25	30	83%
2024 <sup>(1)</sup>	24	1	25	30	83%
<i>Forecasted:</i>					
2024	23	3	26	30	87%
2025	23	3	26	30	87%
2026	23	3	26	30	87%
2027	23	3	26	30	87%
2028	23	3	26	30	87%

Source: Management

(1) Year to date occupancy is through December 31, 2023.

On December 31, 2023, the Cypress Glen Nursing Beds were 83% (25 beds) occupied.

## Summary of Revenue and Entrance Fee Assumptions

### *Independent Living Revenues*

Independent living revenue is based upon charges for services provided to independent living residents of the Communities and the assumed occupancy and the Monthly Fees of the respective units.

Monthly Fees for the Croasdaile ILUs, Wesley Pines ILUs, Existing Cypress Glen ILUs, and New Cypress Glen ILUs are assumed to increase 5.0 percent on October 1, 2024, 4.0 percent on October 1, 2025 and 3.0 percent on October 1, 2026 and annually thereafter.

### *Assisted Living Revenues*

Assisted living revenues are generated from services provided to internal residents of the Communities transferring from independent living units as well as direct admissions from the local surrounding area. The Monthly Fees for assisted living and memory care units are assumed to increase 5.0 percent on October 1, 2024, 4.0 percent on October 1, 2025 and 3.0 percent on October 1, 2026 and annually thereafter.

### *Skilled Nursing Revenues*

Skilled nursing revenues are generated from services provided to internal residents of the Communities transferring from the independent living units, assisted living units or memory care units as well as direct admissions from the surrounding area. The Communities participate in Medicare and Medicaid reimbursement programs for certain nursing residents. Nursing service fees for Medicare and Medicaid residents are assumed to increase 3.0 percent on October 1, 2025, 2.0 percent on October 1, 2026, and annually thereafter. Additionally, nursing service fees for private pay residents are assumed to increase 5.0 percent on October 1, 2024, 4.0 percent on October 1, 2025 and 3.0 percent on October 1, 2026 and annually thereafter.

### *Investment Income*

For the fiscal year ending September 30, 2024, Management has assumed investment income based on its annual budget. For fiscal years ending September 30, 2025 and thereafter, Management has assumed a 1.5 percent annual rate of return on the Obligated Group's unrestricted cash, net assets with donor restrictions, assets whose use is limited – Operating Reserve for Department of Insurance, Entrance Fee Fund, and Bond Fund. Management has assumed a 2.5 percent annual rate of return on the Obligated Group's unrestricted investments and the Debt Service Reserve Fund for the Existing Bonds. Based upon information provided by the Underwriter, Management has assumed an average annual rate of return of 4.5 percent on the Project Fund and the Funded Interest Fund.

**Entrance Fees**

The assumed turnover of the Existing Cypress Glen ILUs, the Croasdaile ILUs and the Wesley Pines ILUs due to death, withdrawal or transfer to the assisted living, memory care or nursing beds at the respective communities, and double occupancy of the Existing Cypress Glen ILUs, the Croasdaile ILUs and the Wesley Pines ILUs has been estimated by Management. The assumed turnover of the New Cypress Glen ILUs due to death, withdrawal or transfer to the assisted living, memory care or nursing beds at Cypress Glen, and double occupancy of the New Cypress Glen ILUs has been estimated by Management’s actuary, Continuing Care Actuaries (the “Actuary”).

The following table presents the assumed Entrance Fees received and refunded.

**Table 18**  
**Entrance Fees Receipts and Refunds**  
**(In Thousands)**

	For the Year Ending September 30,				
	2024	2025	2026	2027	2028
Number of Entrance Fees Received (Initial)					
<i>Croasdaile Village</i> <sup>(1)</sup>	32.0	22.0	-	-	-
<i>Cypress Glen</i>	-	-	53.0	-	-
<i>Total number of Entrance Fees received (Initial)</i>	32.0	22.0	53.0	-	-
Entrance Fees Received (Initial)					
<i>Croasdaile Village</i> <sup>(1)</sup>	\$19,301	\$-	\$-	\$-	\$-
<i>Cypress Glen</i>	-	-	14,617	-	-
<i>Total Entrance Fees received (Initial)</i>	\$19,301	\$-	\$14,617	\$-	\$-
Number of Entrance Fees Received (Attrition)					
<i>Croasdaile Village</i>	35.5	35.5	35.5	35.5	35.5
<i>Wesley Pines</i>	3.0	3.0	3.0	3.0	3.0
<i>Cypress Glen</i>	25.0	25.0	26.5	28.5	29.4
<i>Total number of Entrance Fees received (Attrition)</i>	63.5	63.5	65.0	67.0	67.9
Entrance Fees Received (Attrition)					
<i>Croasdaile Village</i>	\$9,063	\$9,241	\$9,430	\$9,618	\$9,810
<i>Wesley Pines</i>	393	401	409	417	426
<i>Cypress Glen</i>	4,030	4,114	4,640	5,381	\$5,823
<i>Total Entrance Fees received (Attrition)</i>	\$13,486	\$13,756	\$14,479	\$15,416	\$16,059
Total Entrance Fees Received (all)	\$32,787	\$13,756	\$29,096	\$15,416	\$16,059
Total Entrance Fees Refunded	\$(3,383)	\$(3,123)	\$(3,399)	\$(3,609)	\$(3,557)
<b>Entrance Fees Received, Net of Refunds</b>	<b>\$29,404</b>	<b>\$10,633</b>	<b>\$25,697</b>	<b>\$11,807</b>	<b>\$12,502</b>

Source: Management and the Actuary

(1) Management assumed that 100% of the Heritage ILUs will be sold.



Attrition Entrance Fees for the Existing Cypress Glen ILUs, Croasdaile ILUs, and Wesley Pines ILUs are assumed to increase 2.0 percent annually during the forecast period. Attrition Entrance Fees for the New Cypress Glen ILUs are assumed to increase 4.0 percent annually during the forecast period.

### **Summary of Operating Expense Assumptions**

Operating expenses are estimated by Management based on its experience at each Community and with the development and operation of other similar LCS retirement communities. Staff salaries and benefits are based on prevailing local salary and wage rates and for the Communities are assumed to increase 5.0 percent on October 1, 2024, 4.0 percent on October 1, 2025 and 3.0 percent on October 1, 2026 and annually thereafter.

Other non-salary operating expenses are assumed to include ongoing marketing costs, raw food costs, utilities, supplies, maintenance and security contracts, building and general liability insurance, legal and accounting fees and other miscellaneous expenses. The cost of these non-salary operating expenses for the Communities are assumed to increase 5.0 percent on October 1, 2024, 4.0 percent on October 1, 2025 and 3.0 percent on October 1, 2026 and annually thereafter.

### **Assets Limited as to Use**

The following funds and accounts for the Series 2024 Bonds and Existing Bonds (hereinafter defined) are assumed to be maintained:

- (1) Assets Limited as to Use, current – Existing Bonds, which contains the bond principal and interest payments to be used for payment of debt service on the Existing Bonds.
- (2) Assets Limited as to Use, current – Series 2024 Bonds, which, upon financing, contains the bond principal and interest payments to be used for payment of debt service on the Series 2024 Bonds.
- (3) Debt Service Reserve Funds – Existing Bonds, which has been funded with proceeds received from previously issued bonds, including certain of the Existing Bonds.
- (4) Funded Interest Account, net funded from the Series 2024 Bonds proceeds to be used to fund interest on the Series 2024 Bonds for a period of approximately 25 months.
- (5) Construction Account, to be gross funded at the closing from a portion of the Series 2024 Bonds proceeds, to be used to pay for construction and related costs for the Project.
- (6) Entrance Fees Fund, to be funded with initial Entrance Fees from the New Cypress Glen ILUs. For the purposes of the forecast, the Entrance Fees Fund is used for Series 2024B Bond redemptions during the fiscal year ending September 30, 2026.

In addition, the Obligated Group maintains the following funds and accounts based on restrictions of the Boards, outside donors, or other legal requirements (collectively defined as “Other Assets Limited as to Use”) and include the following:

- (1) Operating Reserve for Department of Insurance: North Carolina General Statute § 58-64-33 requires CCRC’s to maintain an operating reserve (the “Statutory Operating Reserve”) equal to 50 percent of the total operating costs in a given year, or 25 percent of such total operating costs if occupancy as of a certain date exceeds 90 percent of the independent living unit capacity.
- (2) Net assets with donor restrictions: Net assets with donor restrictions have been restricted by donors to be maintained in perpetuity.
- (3) Investments – Restricted: Permanently restricted assets have been restricted to be maintained in perpetuity.

For purposes of the forecast, other than increases in the Operating Reserve for Department of Insurance associated with expense changes, Management has assumed no change in the Other Assets Limited as to Use during the forecast period.

### Property and Equipment and Depreciation Expense

The Obligated Group is to incur routine capital additions during the forecast period that are to be capitalized as property and equipment. Depreciation expense for all capital assets is computed based on the straight-line method for buildings and equipment over estimated average useful lives of 40 and 20 years, respectively.

The Obligated Group's property and equipment costs, net of accumulated depreciation, during the forecast period are summarized in the table below.

**Table 19**  
**Schedule of Property and Equipment**  
**(In Thousands)**

Years Ending September 30,	2024	2025	2026	2027	2028
Property and equipment, gross					
Beginning balance	\$386,567	\$422,472	\$479,094	\$495,403	\$505,233
Cypress Glen Project	27,344	45,959	6,702	-	-
Interest cost capitalized	1,565	3,260	267	-	-
Interest earnings on trustee held funds	(1,627)	(1,644)	(138)	-	-
Routine capital additions	8,623	9,047	9,478	9,830	10,128
Property and equipment, gross	\$422,472	\$479,094	\$495,403	\$505,233	\$515,361
Accumulated depreciation	(178,995)	(194,656)	(213,433)	(233,385)	(254,342)
Property and equipment, net					
Ending balance	\$243,477	\$284,438	\$281,970	\$271,848	\$261,019

Source: Management and LCS Development

## Debt and Interest Expense

As of September 30, 2023, the Obligated Group had debt outstanding of approximately \$154,745,000 comprised of the following:

### Series 2014A Bonds and Series 2014B Bonds:

In September 2014, the Commission issued tax-exempt, variable rate Retirement Facilities First Mortgage Revenue Refunding Bonds (the "Series 2014A Bonds"), the proceeds of which were used to refund then outstanding debt. In December 2014, the Commission issued tax-exempt, variable rate Retirement Facilities First Mortgage Revenue Refunding Bonds (the "Series 2014B Bonds"), the proceeds of which were used to refund then outstanding debt. The Series 2014A Bonds and the Series 2014B Bonds are collectively defined as the "Series 2014 Bonds". As of September 30, 2023, approximately \$2,670,000 of the Series 2014 Bonds were outstanding.

Principal on the Series 2014 Bonds is paid monthly with a final maturity on October 1, 2024. Interest on the Series 2014A Bonds and Series 2014B Bonds is payable monthly at assumed interest rates based on the swap contracts described below of 2.77 percent and 3.00 percent, respectively.

### Series 2016A Bonds:

In May 2016, the Commission issued tax-exempt, fixed rate Retirement Facilities First Mortgage Revenue Refunding Bonds (the "Series 2016A Bonds"), the proceeds of which were used to refund then outstanding debt. Principal on the Series 2016A Bonds is to be paid annually beginning October 1, 2027 with a final maturity on October 1, 2035. Interest on the Series 2016A Bonds is payable April 1 and October 1 each year with average interest rate of 5.00 percent. As of September 30, 2023, approximately \$24,640,000 of the Series 2016A Bonds were outstanding.

### Series 2021A Bonds:

In December 2021, the Public Finance Authority (the "Authority") issued Retirement Facilities First Mortgage Revenue and Revenue Refunding Bonds (the "Series 2021A Bonds") for the benefit of the Obligated Group, the proceeds of which were used to refund a portion of the outstanding 2016 Bonds and construct the Croasdaile Village Project. Principal on the Series 2021A Bonds is to be paid annually on October 1 with a final maturity on October 1, 2051. Average interest rates on the Series 2021A Bonds range from 2.39 percent and 2.76 percent. As of September 30, 2023, approximately \$49,395,000 of the Series 2021A Bonds were outstanding.

### Series 2023B Bonds:

In July 2023, the Commission issued its Retirement Facilities First Mortgage Revenue Refunding Bonds (the "Series 2023B Bonds") for the benefit of the Obligated Group, the proceeds of which were used to refund the Taxable Series 2021B Bonds originally issued in December 2021. Principal on the Series 2023B Bonds is to be paid monthly with a final maturity on October 1, 2047. Interest on the Series 2023B Bonds is payable monthly at an assumed interest rate based on

the swap contract described below of 2.47 percent. As of September 30, 2023, approximately \$78,040,000 of the Series 2023B Bonds were outstanding.

### *Interest Rate Swap Agreements*

The Obligated Group entered into two interest rate swap contracts under which the Obligated Group pays a fixed-rate of interest and receives, in return, a variable rate of interest on a notional amount currently corresponding to the outstanding principal amount of the Series 2014 Bonds. No other cash payments are made unless the contracts are terminated prior to maturity, in which case the amount paid or received in settlement is established by an agreement at the time of termination, and usually represents the net present value, at current rates of interest, of the remaining obligations to exchange payments under the terms of the contracts.

The Obligated entered into an interest rate swap contract under which the Obligated Group pays a fixed-rate of interest and receives, in return, a variable rate of interest on a notional amount currently corresponding to the outstanding principal amount of the Series 2023B Bonds. No other cash payments are made unless the contract is terminated prior to maturity, in which case the amount paid or received in settlement is established by an agreement at the time of termination, and usually represents the net present value, at current rates of interest, of the remaining obligations to exchange payments under the terms of the contract.

The Obligated Group recorded an asset for the fair value of interest rate swaps of approximately \$11,566,000 at September 30, 2023. For purposes of the forecast, Management has assumed no change to the value of the interest rate swaps.

The Series 2014 Bonds, the Series 2016A Bonds, the Series 2021A Bonds, and the Series 2023B Bonds are collectively defined as the “Existing Bonds”.

### *Series 2024 Bonds:*

During the forecast period, the Obligated Group intends to issue the Series 2024 Bonds to fund Project costs. The Series 2024 Bonds are to consist of:

- \$53,905,000 of tax-exempt Series 2024A Bonds; and
- \$13,275,000 of tax-exempt Series 2024B Bonds.

The Series 2024A Bonds consist of \$53,905,000 rated tax-exempt fixed rate bonds, issued at a premium, with interest rates ranging from 5.00 to 5.125 percent per annum and average yields ranging from 4.19 to 4.92 percent per annum. Interest on the Series 2024A Bonds is to be payable on October 1 and April 1 of each year beginning on October 1, 2024. Principal on the Series 2024A Bonds is to be payable annually commencing on October 1, 2036 with a final on maturity October 1, 2054.

The Series 2024B Bonds consist of \$13,275,000 rated tax-exempt fixed rate TEMPS<sup>SM</sup>, with interest rates ranging from 3.75 to 4.25 percent per annum. The Series 2024B Bonds consist of \$7,800,000 of Series 2024B-2 Bonds (TEMPS-50<sup>SM</sup>) and \$5,475,000 of Series 2024B-1 Bonds (TEMPS-85<sup>SM</sup>). Interest on the Series 2024B Bonds is to be payable semiannually on each October

1, and April 1, commencing in October 2024. Principal on the Series 2024B-2 Bonds (TEMPS-50<sup>SM</sup>) is to be paid in January 2026 and April 2026. Principal on the Series 2024B-1 Bonds (TEMPS-85<sup>SM</sup>) is to be paid in April 2026 and July 2026. The Series 2024B Bonds are assumed to be redeemed fully with initial Entrance Fee proceeds received from the New Cypress Glen ILUs prior to the stated maturity date(s) of the Series 2024B Bonds. Accrued interest will be due on each such redemption date.

The following table presents the assumed annual debt service for the Series 2014 Bonds, the Series 2016A Bonds, the Series 2021A Bonds, the Series 2023B Bonds, and the Series 2024 Bonds during the forecast period and thereafter.

**Table 20**  
**Annual Debt Service**  
**(In Thousands)**

Year Ending September 30,	Series 2014 Bonds		Series 2016A Bonds		Series 2021A Bonds		Series 2023B Bonds		Series 2024 Bonds		Total
	Principal	Interest Payment	Principal	Interest Payment	Principal	Interest Payment	Principal	Interest Payment	Principal	Interest Payment	
2024	\$2,460	\$46	\$-	\$1,232	\$40	\$1,975	\$2,910	1,927	\$-	\$-	\$10,590
2025	210	1	-	1,232	35	1,974	5,320	1,821	-	3,495	14,088
2026	-	-	-	1,232	2,885	1,915	2,835	1,716	13,275	3,233	27,091
2027	-	-	-	1,232	3,030	1,797	2,890	1,644	-	2,734	13,327
2028	-	-	1,935	1,184	1,175	1,713	3,010	1,575	-	2,734	13,326
Thereafter	-	-	22,705	5,065	42,230	25,687	61,075	13,893	53,905	\$58,233	282,793
<b>Total</b>	<b>\$2,670</b>	<b>\$47</b>	<b>\$24,640</b>	<b>\$11,177</b>	<b>\$49,395</b>	<b>\$35,061</b>	<b>\$78,040</b>	<b>\$22,576</b>	<b>\$67,180</b>	<b>\$70,429</b>	<b>\$361,215</b>

Source: Management and the Underwriter

**Current Assets and Current Liabilities**

Operating expenses exclude amortization, depreciation, other non-cash expenses and interest expense. Operating revenues include the monthly and daily services fees for each Community, other revenue and ancillary revenues. Working capital components have been estimated based on industry standards and Management’s historical experience as follows:

**Table 21**  
**Working Capital – Days’ on Hand**

Accounts receivable, net	14	days’ operating revenues
Inventory	1	days’ operating revenues
Prepaid expenses and other	6	days’ operating revenues
Other receivables	12	days’ operating revenues
Accounts payable	24	days’ operating expenses
Accrued salaries and benefits	12	days’ operating expenses

Source: Management

## **Supplemental Information**

The accompanying supplementary information on the following pages is presented for purposes of additional analysis and is not a required part of the forecast. Such information is the responsibility of Management. The supplementary information was subject to our compilation engagement. We have not examined or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.



Cypress Glen: Forecasted Statements of Operations and Changes in Net Assets  
For the Years Ending September 30,  
(In Thousands)

	2024	2025	2026	2027	2028
<b>Revenues:</b>					
Amortization of advance fees	\$ 3,002	\$ 3,062	\$ 3,906	\$ 4,230	\$ 4,293
Independent living revenues	11,689	12,273	15,006	17,012	17,477
Assisted living revenues	3,123	3,279	3,410	3,513	3,618
Memory support revenues	1,388	1,457	1,516	1,561	1,608
Skilled nursing revenues	3,735	3,908	4,054	4,168	4,285
Other operating revenues	32	33	38	42	43
<b>Total revenues</b>	<b>22,969</b>	<b>24,012</b>	<b>27,930</b>	<b>30,526</b>	<b>31,324</b>
<b>Expenses:</b>					
Marketing costs - Cypress Glen Project	68	9	148	8	-
Health care services	3,119	3,274	3,405	3,508	3,613
Dietary	3,759	3,947	4,452	4,720	4,853
General and administrative	2,349	2,466	2,737	2,866	2,952
Plant	2,745	2,882	3,252	3,505	3,610
Housekeeping and laundry	1,204	1,264	1,515	1,600	1,648
Assisted living services	1,583	1,663	1,729	1,781	1,834
Resident services	781	820	864	896	922
Memory care services	684	719	747	770	793
Bad debt expense	15	15	15	16	16
Interest expense	430	433	3,135	3,053	3,028
Depreciation	3,562	3,841	6,327	6,849	7,181
Amortization of deferred marketing costs	1	1	1	1	1
<b>Total expenses</b>	<b>20,300</b>	<b>21,334</b>	<b>28,327</b>	<b>29,573</b>	<b>30,451</b>
<b>Operating income</b>	<b>2,669</b>	<b>2,678</b>	<b>(397)</b>	<b>953</b>	<b>873</b>
<b>Non-operating revenues (expenses)</b>					
Contribution from Corporation - Cypress Glen Project	20,000	-	-	-	-
Contributions/gifts	-	-	-	-	-
<b>Change in net assets without donor restrictions</b>	<b>22,669</b>	<b>2,678</b>	<b>(397)</b>	<b>953</b>	<b>873</b>
<b>Net assets at beginning of year</b>	<b>49,294</b>	<b>71,963</b>	<b>74,641</b>	<b>74,244</b>	<b>75,197</b>
<b>Net assets at end of year</b>	<b>\$ 71,963</b>	<b>\$ 74,641</b>	<b>\$ 74,244</b>	<b>\$ 75,197</b>	<b>\$ 76,070</b>

Cypress Glen: Forecasted Statements of Cash Flows  
For the Years Ending September 30,  
(In Thousands)

	2024	2025	2026	2027	2028
<b>Cash flows from operating activities:</b>					
Change in net assets without donor restrictions	\$ 22,669	\$ 2,678	\$ (397)	\$ 953	\$ 873
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Depreciation	3,562	3,841	6,327	6,849	7,181
Amortization of deferred marketing costs	1	1	1	1	1
Amortization of deferred financing costs	114	149	149	50	49
Amortization of original issue premium	(23)	(40)	(40)	(40)	(40)
Amortization of advanced fees	(3,002)	(3,062)	(3,906)	(4,230)	(4,293)
Net change in current assets and liabilities, net	(638)	(17)	(60)	(52)	(12)
Change in Insurance Regulation - Statutory operating reserve	(94)	245	1,013	184	142
Net change in accrued interest	1,564	(238)	(267)	(5)	(5)
Due to/from related parties	(6,247)	(1,724)	(3,200)	(2,736)	(3,322)
Entrance fees received from resident turnover (non-refundable)	3,974	4,053	4,583	5,321	5,762
<b>Net cash provided by operating activities</b>	<b>21,880</b>	<b>5,886</b>	<b>4,203</b>	<b>6,295</b>	<b>6,336</b>
<b>Cash flows from investing activities:</b>					
Purchase of property and equipment - routine	(2,708)	(2,862)	(3,047)	(3,206)	(3,305)
Purchase of property and equipment - Cypress Glen Project	(27,344)	(45,959)	(6,702)	-	-
Interest cost capitalized during construction period	(1,565)	(3,260)	(267)	-	-
Interest earnings on trustee held funds	1,627	1,644	138	-	-
(Increase) decrease in assets limited as to use, current	(224)	(94)	(33)	5	(2)
<b>Net cash used in investing activities</b>	<b>(30,214)</b>	<b>(50,531)</b>	<b>(9,911)</b>	<b>(3,201)</b>	<b>(3,307)</b>
<b>Cash flows from financing activities:</b>					
Initial entrance fees received - Cypress Glen Project	-	-	14,617	-	-
Resident deposits received (converted) - Cypress Glen Project	1,316	-	(1,316)	-	-
Entrance fees received from resident turnover (refundable)	55	57	57	59	60
Entrance fee refunds	(1,995)	(1,997)	(2,273)	(2,483)	(2,431)
Issuance of debt - Series 2024 Bonds	67,180	-	-	-	-
Original issue premium	1,006	-	-	-	-
Deferred financing costs	(1,441)	-	-	-	-
Principal payments - Existing Bonds	(713)	(937)	(483)	(494)	(516)
Principal payments - Series 2024B Bonds	-	-	(13,275)	-	-
<b>Net cash provided by (used in) financing activities</b>	<b>65,408</b>	<b>(2,877)</b>	<b>(2,673)</b>	<b>(2,918)</b>	<b>(2,887)</b>
<b>Change in cash, cash equivalents, and restricted cash</b>	<b>57,074</b>	<b>(47,522)</b>	<b>(8,381)</b>	<b>176</b>	<b>142</b>
<b>Beginning balance of cash, cash equivalents, and restricted cash</b>	<b>7,996</b>	<b>65,070</b>	<b>17,548</b>	<b>9,167</b>	<b>9,343</b>
<b>Ending balance of cash, cash equivalents, and restricted cash</b>	<b>\$ 65,070</b>	<b>\$ 17,548</b>	<b>\$ 9,167</b>	<b>\$ 9,343</b>	<b>\$ 9,485</b>
<b>Reconciliation of cash, cash equivalents, and restricted cash</b>					
Cash and cash equivalents	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Funded interest account - Series 2024 Bonds	3,027	1,228	-	-	-
Debt service reserve fund - Existing Bonds	1,246	1,246	1,246	1,246	1,246
Construction account - Series 2024 Bonds	52,826	6,858	8	-	-
Operating reserve for Department of Insurance	4,051	4,296	5,309	5,493	5,635
Net assets with donor restrictions	2,603	2,603	2,603	2,603	2,603
Advance deposits - Cypress Glen Project	1,316	1,316	-	-	-
<b>Total cash, cash equivalents, and restricted cash</b>	<b>\$ 65,070</b>	<b>\$ 17,548</b>	<b>\$ 9,167</b>	<b>\$ 9,343</b>	<b>\$ 9,485</b>

Cypress Glen: Forecasted Balance Sheets  
As of September 30,  
(In Thousands)

	2024	2025	2026	2027	2028
<b>Assets</b>					
Current assets:					
Cash and cash equivalents	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Assets limited as to use, current - Existing Bonds	433	527	332	327	330
Assets limited as to use, current - Series 2024 Bonds	-	-	228	228	228
Accounts receivable, net	463	486	557	610	627
Other receivables	69	73	80	84	86
Due from related parties	40,312	42,036	45,236	47,972	51,294
Prepaid expenses and other	101	106	121	133	137
Inventories	11	12	13	14	15
<b>Total current assets</b>	<b>41,390</b>	<b>43,241</b>	<b>46,568</b>	<b>49,369</b>	<b>52,718</b>
Operating reserve for Department of Insurance	4,051	4,296	5,309	5,493	5,635
Assets limited as to use:					
Funded interest account - Series 2024 Bonds	3,027	1,228	-	-	-
Debt service reserve fund - Existing Bonds	1,246	1,246	1,246	1,246	1,246
Construction account - Series 2024 Bonds	52,826	6,858	8	-	-
Net assets with donor restrictions	2,603	2,603	2,603	2,603	2,603
Advance deposits - Cypress Glen Project	1,316	1,316	-	-	-
<b>Total assets limited as to use</b>	<b>61,018</b>	<b>13,251</b>	<b>3,857</b>	<b>3,849</b>	<b>3,849</b>
Net property and equipment	68,186	114,781	118,333	114,690	110,813
Other assets:					
Contributions receivable from UMRH Foundation	5,747	5,747	5,747	5,747	5,747
Deferred marketing costs, net	5	4	3	2	1
Interest rate swap agreements	1,986	1,986	1,986	1,986	1,986
<b>Total assets</b>	<b>\$ 182,383</b>	<b>\$ 183,306</b>	<b>\$ 181,803</b>	<b>\$ 181,136</b>	<b>\$ 180,749</b>

Cypress Glen: Forecasted Balance Sheets (Continued)  
As of September 30,  
(In Thousands)

	2024	2025	2026	2027	2028
<b>Liabilities and Net Assets</b>					
Current liabilities:					
Accounts payable	\$ 171	\$ 180	\$ 198	\$ 207	\$ 214
Accrued salaries and benefits	151	158	174	183	188
Interest payable - Existing Bonds	27	24	20	15	10
Interest payable - Series 2024 Bonds	1,565	1,329	1,067	1,067	1,067
Current maturities - Existing Bonds	937	483	494	516	540
Current maturities - Series 2024 Bonds	-	13,275	-	-	-
<b>Total current liabilities</b>	<b>2,851</b>	<b>15,449</b>	<b>1,953</b>	<b>1,988</b>	<b>2,019</b>
Long-term debt:					
Long-term debt, less current portion	79,185	65,427	64,933	64,417	63,877
Original issue premium	983	943	903	864	824
Bond issuance costs, net	(1,476)	(1,327)	(1,178)	(1,127)	(1,078)
<b>Total long-term debt, net</b>	<b>78,692</b>	<b>65,043</b>	<b>64,658</b>	<b>64,154</b>	<b>63,623</b>
Insurance Regulation - Statutory operating reserve	4,051	4,296	5,309	5,493	5,635
Funds held for others	71	71	71	71	71
Entrance Fees:					
Refundable advanced fees	4,954	4,345	3,645	2,876	2,126
Deferred revenue from non-refundable advanced fees	18,485	18,145	31,923	31,357	31,205
Advance deposits - Cypress Glen Project	1,316	1,316	-	-	-
<b>Total liabilities</b>	<b>110,420</b>	<b>108,665</b>	<b>107,559</b>	<b>105,939</b>	<b>104,679</b>
Net assets					
With donor restrictions	7,529	7,529	7,529	7,529	7,529
Without donor restrictions	64,434	67,112	66,715	67,668	68,541
<b>Net assets</b>	<b>71,963</b>	<b>74,641</b>	<b>74,244</b>	<b>75,197</b>	<b>76,070</b>
<b>Total liabilities and net assets</b>	<b>\$ 182,383</b>	<b>\$ 183,306</b>	<b>\$ 181,803</b>	<b>\$ 181,136</b>	<b>\$ 180,749</b>

Croasdaile Village: Forecasted Statements of Operations and Changes in Net Assets  
For the Years Ending September 30,  
(In Thousands)

	2024	2025	2026	2027	2028
<b>Revenues:</b>					
Amortization of advance fees	\$ 9,634	\$ 9,799	\$ 9,968	\$ 10,140	\$ 10,315
Independent living revenues	25,844	27,139	28,224	29,071	29,943
Assisted living revenues	5,475	5,749	5,979	6,158	6,343
Memory support revenues	1,736	1,823	1,896	1,953	2,012
Skilled nursing revenues	15,426	16,093	16,656	17,101	17,558
Other operating revenues	80	84	87	90	93
Home care revenues	2,333	2,403	2,476	2,550	2,626
<b>Total revenues</b>	<b>60,528</b>	<b>63,090</b>	<b>65,286</b>	<b>67,063</b>	<b>68,890</b>
<b>Expenses:</b>					
Health care services	11,120	11,678	12,145	12,509	12,885
Dietary	9,614	10,095	10,499	10,814	11,138
General and administrative	4,819	5,060	5,262	5,420	5,583
Plant	5,175	5,432	5,650	5,819	5,994
Housekeeping and laundry	3,364	3,531	3,672	3,782	3,896
Assisted living services	1,546	1,626	1,691	1,742	1,794
Resident services	2,348	2,464	2,562	2,639	2,718
Home care	2,334	2,404	2,476	2,551	2,627
Memory care services	962	1,010	1,051	1,082	1,115
Bad debt expense	406	418	430	443	457
Interest expense	4,323	4,161	3,969	3,795	3,623
Depreciation	10,515	11,074	11,658	12,261	12,884
Amortization of deferred marketing costs	14	14	14	14	14
<b>Total expenses</b>	<b>56,540</b>	<b>58,967</b>	<b>61,079</b>	<b>62,871</b>	<b>64,728</b>
<b>Operating income</b>	<b>3,988</b>	<b>4,123</b>	<b>4,207</b>	<b>4,192</b>	<b>4,162</b>
<b>Non-operating revenues (expenses)</b>					
Contributions/gifts	-	-	-	-	-
<b>Change in net assets without donor restrictions</b>	<b>3,988</b>	<b>4,123</b>	<b>4,207</b>	<b>4,192</b>	<b>4,162</b>
<b>Net assets at beginning of year</b>	<b>71,873</b>	<b>75,861</b>	<b>79,984</b>	<b>84,191</b>	<b>88,383</b>
<b>Net assets at end of year</b>	<b>\$ 75,861</b>	<b>\$ 79,984</b>	<b>\$ 84,191</b>	<b>\$ 88,383</b>	<b>\$ 92,545</b>

Croasdaile Village: Forecasted Statements of Cash Flows  
For the Years Ending September 30,  
(In Thousands)

	2024	2025	2026	2027	2028
<b>Cash flows from operating activities:</b>					
Change in net assets without donor restrictions	\$ 3,988	\$ 4,123	\$ 4,207	\$ 4,192	\$ 4,162
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Depreciation	10,515	11,074	11,658	12,261	12,884
Amortization of deferred financing costs	58	58	58	58	58
Amortization of advanced fees	(9,634)	(9,799)	(9,968)	(10,140)	(10,315)
Net change in current assets and liabilities, net	906	(63)	(52)	(41)	(44)
Change in Insurance Regulation - Statutory operating reserve	1,816	390	597	345	349
Net change in accrued interest	(8)	(34)	(58)	(64)	(72)
Due to/from related parties	(22,692)	(3,506)	(2,602)	(3,121)	(3,405)
Entrance fees received from resident turnover (non-refundable)	8,963	9,142	9,325	9,511	9,702
<b>Net cash provided by (used in) operating activities</b>	<b>(6,449)</b>	<b>11,024</b>	<b>12,804</b>	<b>12,640</b>	<b>12,957</b>
<b>Cash flows from investing activities:</b>					
Purchase of property and equipment - routine	(5,449)	(5,721)	(5,950)	(6,129)	(6,313)
(Increase) decrease in assets limited as to use, current	2,702	199	(288)	(11)	19
<b>Net cash used in investing activities</b>	<b>(2,747)</b>	<b>(5,522)</b>	<b>(6,238)</b>	<b>(6,140)</b>	<b>(6,294)</b>
<b>Cash flows from financing activities:</b>					
Initial entrance fees received - Croasdaile Village Project	19,301	-	-	-	-
Resident deposits received (converted) - Croasdaile Village Project	(2,600)	-	-	-	-
Entrance fees received from resident turnover (refundable)	100	103	105	107	109
Entrance fee refunds	(1,388)	(1,126)	(1,126)	(1,126)	(1,126)
Principal payments - Existing Bonds	(4,400)	(4,090)	(4,948)	(5,137)	(5,297)
<b>Net cash provided by (used in) financing activities</b>	<b>11,013</b>	<b>(5,113)</b>	<b>(5,969)</b>	<b>(6,156)</b>	<b>(6,314)</b>
<b>Change in cash, cash equivalents, and restricted cash</b>	<b>1,817</b>	<b>389</b>	<b>597</b>	<b>344</b>	<b>349</b>
<b>Beginning balance of cash, cash equivalents, and restricted cash</b>	<b>12,731</b>	<b>14,548</b>	<b>14,937</b>	<b>15,534</b>	<b>15,878</b>
<b>Ending balance of cash, cash equivalents, and restricted cash</b>	<b>\$ 14,548</b>	<b>\$ 14,937</b>	<b>\$ 15,534</b>	<b>\$ 15,878</b>	<b>\$ 16,227</b>
<b>Reconciliation of cash, cash equivalents, and restricted cash</b>					
Cash and cash equivalents	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Debt service reserve fund - Existing Bonds	2,280	2,280	2,280	2,280	2,280
Operating reserve for Department of Insurance	12,033	12,422	13,019	13,363	13,712
Net assets with donor restrictions	234	234	234	234	234
<b>Total cash, cash equivalents, and restricted cash</b>	<b>\$ 14,548</b>	<b>\$ 14,937</b>	<b>\$ 15,534</b>	<b>\$ 15,878</b>	<b>\$ 16,227</b>

Croasdaile Village: Forecasted Balance Sheets  
As of September 30,  
(In Thousands)

	2024	2025	2026	2027	2028
<b>Assets</b>					
Current assets:					
Cash and cash equivalents	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Assets limited as to use, current - Existing Bonds	3,713	3,514	3,802	3,813	3,794
Accounts receivable, net	1,740	1,822	1,891	1,946	2,003
Other receivables	1,207	1,266	1,316	1,355	1,396
Due from related parties	112,435	115,941	118,543	121,664	125,069
Prepaid expenses and other	469	491	510	525	540
Inventories	66	70	72	74	76
<b>Total current assets</b>	<b>119,631</b>	<b>123,105</b>	<b>126,135</b>	<b>129,378</b>	<b>132,879</b>
Operating reserve for Department of Insurance	12,033	12,422	13,019	13,363	13,712
Assets limited as to use:					
Debt service reserve fund - Existing Bonds	2,280	2,280	2,280	2,280	2,280
Net assets with donor restrictions	234	234	234	234	234
<b>Total assets limited as to use</b>	<b>2,514</b>	<b>2,514</b>	<b>2,514</b>	<b>2,514</b>	<b>2,514</b>
Net property and equipment	163,752	158,399	152,691	146,559	139,988
Other assets:					
Contributions receivable from UMRH Foundation	3,519	3,519	3,519	3,519	3,519
Deferred marketing costs, net	67	54	40	27	13
Interest rate swap agreements	8,422	8,422	8,422	8,422	8,422
<b>Total assets</b>	<b>\$ 309,938</b>	<b>\$ 308,435</b>	<b>\$ 306,340</b>	<b>\$ 303,782</b>	<b>\$ 301,047</b>
<b>Liabilities and Net Assets</b>					
Current liabilities:					
Accounts payable	\$ 1,614	\$ 1,693	\$ 1,759	\$ 1,812	\$ 1,866
Accrued salaries and benefits	517	542	564	581	598
Interest payable - Existing Bonds	1,714	1,680	1,622	1,558	1,486
Current maturities - Existing Bonds	4,090	4,948	5,137	5,297	5,497
<b>Total current liabilities</b>	<b>7,935</b>	<b>8,863</b>	<b>9,082</b>	<b>9,248</b>	<b>9,447</b>
Long-term debt:					
Long-term debt, less current portion	124,764	119,816	114,679	109,382	103,885
Original issue premium	7,126	6,750	6,375	6,000	5,624
Bond issuance costs, net	(1,722)	(1,663)	(1,605)	(1,547)	(1,488)
<b>Total long-term debt, net</b>	<b>130,168</b>	<b>124,903</b>	<b>119,449</b>	<b>113,835</b>	<b>108,021</b>
Insurance Regulation - Statutory operating reserve	12,033	12,422	13,019	13,363	13,712
Funds held for others	5	5	5	5	5
Entrance Fees:					
Refundable advanced fees	8,563	8,291	8,021	7,752	7,486
Deferred revenue from non-refundable advanced fees	75,373	73,967	72,573	71,196	69,831
<b>Total liabilities</b>	<b>234,077</b>	<b>228,451</b>	<b>222,149</b>	<b>215,399</b>	<b>208,502</b>
Net assets					
With donor restrictions	3,525	3,525	3,525	3,525	3,525
Without donor restrictions	72,336	76,459	80,666	84,858	89,020
<b>Net assets</b>	<b>75,861</b>	<b>79,984</b>	<b>84,191</b>	<b>88,383</b>	<b>92,545</b>
<b>Total liabilities and net assets</b>	<b>\$ 309,938</b>	<b>\$ 308,435</b>	<b>\$ 306,340</b>	<b>\$ 303,782</b>	<b>\$ 301,047</b>

Wesley Pines: Forecasted Statements of Operations and Changes in Net Assets  
For the Years Ending September 30,  
(In Thousands)

	2024	2025	2026	2027	2028
<b>Revenues:</b>					
Amortization of advance fees	\$ 272	\$ 277	\$ 283	\$ 288	\$ 294
Independent living revenues	1,321	1,387	1,443	1,486	1,530
Assisted living revenues	2,889	3,034	3,155	3,250	3,347
Skilled nursing revenues	7,127	7,400	7,631	7,816	8,005
Other operating revenues	18	19	19	20	20
<b>Total revenues</b>	<b>11,627</b>	<b>12,117</b>	<b>12,531</b>	<b>12,860</b>	<b>13,196</b>
<b>Expenses:</b>					
Health care services	4,668	4,901	5,097	5,250	5,408
Dietary	1,786	1,875	1,950	2,009	2,069
General and administrative	917	963	1,001	1,031	1,062
Plant	874	917	954	983	1,012
Housekeeping and laundry	542	569	592	610	628
Assisted living services	319	335	348	359	369
Resident services	159	166	173	178	184
Bad debt expense	51	52	54	55	57
Interest expense	194	190	191	182	168
Depreciation	649	690	732	776	821
<b>Total expenses</b>	<b>10,159</b>	<b>10,658</b>	<b>11,092</b>	<b>11,433</b>	<b>11,778</b>
<b>Operating income</b>	<b>1,468</b>	<b>1,459</b>	<b>1,439</b>	<b>1,427</b>	<b>1,418</b>
<b>Non-operating revenues (expenses)</b>					
Contributions/gifts	-	-	-	-	-
<b>Change in net assets without donor restrictions</b>	<b>1,468</b>	<b>1,459</b>	<b>1,439</b>	<b>1,427</b>	<b>1,418</b>
<b>Net assets at beginning of year</b>	<b>3,441</b>	<b>4,909</b>	<b>6,368</b>	<b>7,807</b>	<b>9,234</b>
<b>Net assets at end of year</b>	<b>\$ 4,909</b>	<b>\$ 6,368</b>	<b>\$ 7,807</b>	<b>\$ 9,234</b>	<b>\$ 10,652</b>



Wesley Pines: Forecasted Statements of Cash Flows  
For the Years Ending September 30,  
(In Thousands)

	2024	2025	2026	2027	2028
<b>Cash flows from operating activities:</b>					
Change in net assets without donor restrictions	\$ 1,468	\$ 1,459	\$ 1,439	\$ 1,427	\$ 1,418
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Depreciation	649	690	732	776	821
Amortization of deferred financing costs	2	2	2	2	2
Amortization of advanced fees	(272)	(277)	(283)	(288)	(294)
Net change in current assets and liabilities, net	48	(9)	(7)	(6)	(6)
Change in Insurance Regulation - Statutory operating reserve	(114)	175	36	74	80
Net change in accrued interest	-	(1)	(3)	(3)	(3)
Due to/from related parties	(1,382)	(1,214)	(1,680)	(1,600)	(1,600)
Entrance fees received from resident turnover (non-refundable)	393	401	409	417	426
<b>Net cash provided by operating activities</b>	<b>792</b>	<b>1,226</b>	<b>645</b>	<b>799</b>	<b>844</b>
<b>Cash flows from investing activities:</b>					
Purchase of property and equipment - routine	(417)	(412)	(428)	(441)	(454)
(Increase) decrease in assets limited as to use, current	(191)	(101)	107	6	(4)
<b>Net cash used in investing activities</b>	<b>(608)</b>	<b>(513)</b>	<b>(321)</b>	<b>(435)</b>	<b>(458)</b>
<b>Cash flows from financing activities:</b>					
Principal payments - Existing Bonds	(297)	(538)	(289)	(289)	(307)
<b>Net cash used in financing activities</b>	<b>(297)</b>	<b>(538)</b>	<b>(289)</b>	<b>(289)</b>	<b>(307)</b>
<b>Change in cash, cash equivalents, and restricted cash</b>	<b>(113)</b>	<b>175</b>	<b>35</b>	<b>75</b>	<b>79</b>
<b>Beginning balance of cash, cash equivalents, and restricted cash</b>	<b>2,566</b>	<b>2,453</b>	<b>2,628</b>	<b>2,663</b>	<b>2,738</b>
<b>Ending balance of cash, cash equivalents, and restricted cash</b>	<b>\$ 2,453</b>	<b>\$ 2,628</b>	<b>\$ 2,663</b>	<b>\$ 2,738</b>	<b>\$ 2,817</b>
<b>Reconciliation of cash, cash equivalents, and restricted cash</b>					
Cash and cash equivalents	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Operating reserve for Department of Insurance	2,452	2,627	2,662	2,737	2,816
<b>Total cash, cash equivalents, and restricted cash</b>	<b>\$ 2,453</b>	<b>\$ 2,628</b>	<b>\$ 2,663</b>	<b>\$ 2,738</b>	<b>\$ 2,817</b>

Wesley Pines: Forecasted Balance Sheets  
As of September 30,  
(In Thousands)

	2024	2025	2026	2027	2028
<b>Assets</b>					
Current assets:					
Cash and cash equivalents	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Assets limited as to use, current - Existing Bonds	203	304	197	191	195
Accounts receivable, net	288	301	311	319	327
Other receivables	7	7	7	8	8
Due from related parties	1,382	2,596	4,276	5,876	7,476
Prepaid expenses and other	21	22	23	24	24
Inventories	14	14	15	15	16
<b>Total current assets</b>	<b>1,916</b>	<b>3,245</b>	<b>4,830</b>	<b>6,434</b>	<b>8,047</b>
Operating reserve for Department of Insurance	2,452	2,627	2,662	2,737	2,816
Net property and equipment	11,463	11,185	10,881	10,546	10,179
Other assets:					
Contributions receivable from UMRH Foundation	738	738	738	738	738
Interest rate swap agreements	1,157	1,157	1,157	1,157	1,157
<b>Total assets</b>	<b>\$ 17,726</b>	<b>\$ 18,952</b>	<b>\$ 20,268</b>	<b>\$ 21,612</b>	<b>\$ 22,937</b>
<b>Liabilities and Net Assets</b>					
Current liabilities:					
Accounts payable	\$ 51	\$ 54	\$ 56	\$ 58	\$ 59
Accrued salaries and benefits	58	60	63	65	67
Interest payable - Existing Bonds	16	14	12	9	6
Current maturities - Existing Bonds	538	289	289	307	313
<b>Total current liabilities</b>	<b>663</b>	<b>417</b>	<b>420</b>	<b>439</b>	<b>445</b>
Long-term debt:					
Long-term debt, less current portion	7,001	6,712	6,423	6,116	5,803
Bond issuance costs, net	(74)	(71)	(69)	(66)	(64)
<b>Total long-term debt, net</b>	<b>6,927</b>	<b>6,641</b>	<b>6,354</b>	<b>6,050</b>	<b>5,739</b>
Insurance Regulation - Statutory operating reserve	2,452	2,627	2,662	2,737	2,816
Funds held for others	954	954	954	954	954
Entrance Fees:					
Refundable advanced fees	161	161	161	161	161
Deferred revenue from non-refundable advanced fees	1,660	1,784	1,910	2,037	2,170
<b>Total liabilities</b>	<b>12,817</b>	<b>12,584</b>	<b>12,461</b>	<b>12,378</b>	<b>12,285</b>
Net assets					
With donor restrictions	739	739	739	739	739
Without donor restrictions	4,170	5,629	7,068	8,495	9,913
<b>Net assets</b>	<b>4,909</b>	<b>6,368</b>	<b>7,807</b>	<b>9,234</b>	<b>10,652</b>
<b>Total liabilities and net assets</b>	<b>\$ 17,726</b>	<b>\$ 18,952</b>	<b>\$ 20,268</b>	<b>\$ 21,612</b>	<b>\$ 22,937</b>

## **ATTACHMENT 3**

**Interim Unaudited Financial Statements  
of  
The United Methodist  
Retirement Homes, Incorporated  
Includes**

- **Consolidated Operations of Croasdaile Village, Cypress Glen and Wesley Pines**
- **Individual Operations of Wesley Pines**

**The United Methodist Retirement Homes, Inc., and Affiliate**  
**Consolidated Statement of Operations and Changes in Net Assets Information**  
**February 29, 2024**

	CURRENT			YTD			Annual budget
	Budget	Actual	Variance	Budget	Actual	Variance	
<b>Unrestricted revenues, gains and other support:</b>							
Independent living	3,247,944	3,325,679	77,735	15,912,340	16,376,337	463,997	38,685,596
Clinic	45,247	41,950	(3,297)	238,570	209,750	(28,820)	585,083
Home care	176,005	170,307	(5,698)	880,025	831,693	(48,332)	2,112,960
Assisted living	848,698	917,153	68,455	4,516,593	4,693,445	176,852	10,896,340
Memory care	239,735	262,479	22,744	1,294,100	1,379,493	85,393	3,128,393
Health center	1,909,724	1,968,239	58,515	10,320,164	10,892,296	572,132	25,028,269
Net assets released from restriction	10,255	2,676	(7,579)	472,156	444,858	(27,298)	618,157
Other	6,507	2,147	(4,360)	32,535	14,375	(18,160)	78,080
Interest and dividend income	213,322	300,943	87,621	1,482,152	2,205,092	722,940	3,348,921
Total unrestricted revenues, gains and other support	6,697,437	6,991,575	294,138	35,148,635	37,047,339	1,898,704	84,481,799
<b>Expenses:</b>							
Health center	1,418,310	1,473,092	(54,781)	7,491,150	7,722,203	(231,053)	17,978,887
Assisted living	271,096	316,970	(45,874)	1,460,313	1,763,977	(303,664)	3,450,073
Memory care	130,862	141,955	(11,093)	695,187	754,313	(59,126)	1,658,469
Dietary and food services	1,243,751	1,104,592	139,159	6,309,365	5,962,601	346,764	15,114,847
Administration	1,118,094	1,112,350	5,744	6,173,472	5,783,436	390,036	14,442,938
Plant operations and maintenance	749,012	728,038	20,974	3,782,088	3,532,724	249,364	8,792,762
Environmental services	377,792	364,772	13,020	2,082,264	2,009,773	72,491	4,855,642
Laundry	20,105	23,586	(3,481)	107,267	110,474	(3,207)	253,977
Resident services	260,999	289,841	(28,842)	1,375,771	1,384,729	(8,958)	3,288,469
Clinic	69,527	73,566	(4,039)	363,131	364,926	(1,795)	872,964
Home care	157,971	171,448	(13,477)	880,122	996,967	(116,845)	2,041,752
Total expenses	5,817,519	5,800,210	17,309	30,720,130	30,386,121	334,009	72,750,780
Operating income (loss)	879,918	1,191,365	311,447	4,428,505	6,661,218	2,232,713	11,731,019
<b>Non-operating gains (losses):</b>							
Amortization of advance fees	870,167	914,658	44,491	4,350,835	4,516,447	165,612	10,442,000
Interest and dividend income	-	-	-	-	116	116	-
Net investment gain, realized	-	-	-	-	-	-	-
Net investment gain, unrealized	-	1,304,985	1,304,985	-	8,685,507	8,685,507	-
Interest	(437,510)	(558,042)	(120,532)	(2,187,550)	(2,811,276)	(623,726)	(5,250,118)
Depreciation and amortization	(742,915)	(1,010,112)	(267,197)	(3,714,575)	(6,201,484)	(2,486,909)	(8,914,986)
Gain/(loss) on disposal of property and equipment	-	1,065	1,065	-	74,541	74,541	-
Contributions	-	22,825	22,825	-	112,334	112,334	-
Loss on extinguishment of debt	-	-	-	-	-	-	-
Construction related marketing costs	-	(3,171)	(3,171)	-	(193,376)	(193,376)	-
Change in fair value of interest rate swap agreement	-	-	-	-	-	-	-
Other	-	61	61	-	11,084	11,084	-
Net non-operating gains (losses)	(310,258)	672,268	982,526	(1,551,290)	4,193,894	5,745,184	(3,723,104)
Excess of revenues, gains and other support over expenses	569,660	1,863,633	1,293,973	2,877,215	10,855,111	7,977,896	8,007,915
Net assets released from restrictions for purchase of property and equipment	-	-	-	-	3,000	3,000	-
Change in net assets without donor restrictions	569,660	1,863,633	1,293,973	2,877,215	10,858,111	7,980,896	8,007,915
<b>Change in net assets with donor restrictions:</b>							
Contributions	-	84,374	84,374	-	820,726	820,726	-
Interest and dividend income	-	9,631	9,631	-	192,940	192,940	-
Investment gain (loss)	-	386,564	386,564	-	1,383,521	1,383,521	-
Change in split interest agreement	-	7,520	7,520	-	108,150	108,150	-
Change in value of pledges	-	-	-	-	-	-	-
Recovery of bad debt, net (bad debt expense)	-	-	-	-	-	-	-
Net assets released from restriction	-	(2,676)	(2,676)	-	(441,357)	(441,357)	-
Change in net assets with donor restrictions	-	485,412	485,412	-	2,063,980	2,063,980	-
Change in net assets	569,660	2,349,045	1,779,385	2,877,215	12,922,091	10,044,876	8,007,915
Net assets, beginning of year	485,412	485,412	-	18,361	18,361	-	-
Net assets, end of year	1,055,072	2,834,457	1,779,385	2,895,576	12,940,452	10,044,876	8,007,915

The United Methodist Retirement Homes, Inc., and Affiliate  
Consolidated Balance Sheet Information  
February 29, 2024

	Current month	Prior month	Variance	Prior year end	Variance
<b>ASSETS</b>					
<b>Current assets:</b>					
Cash	4,168,975	9,663,423	(5,494,447)	5,091,829	(922,853)
Contributions receivable, current portion	25,846	25,846	-	25,846	-
Investments	111,090,743	102,661,246	8,429,497	88,037,086	23,053,657
Assets limited as to use - debt service, current portion	1,817,724	1,607,979	209,745	2,268,656	(450,932)
Assets limited as to use - all other, current portion	227,443	228,996	(1,553)	233,074	(5,631)
Accounts receivable, net of allowance for uncollectible accounts	4,851,121	4,638,019	213,102	3,890,548	960,573
Other receivables	689,958	641,960	47,998	2,516,922	(1,826,963)
Inventories	248,492	242,577	5,915	231,303	17,189
Prepaid expenses and other current assets	979,377	1,103,442	(124,064)	1,293,484	(314,106)
<b>Total current assets</b>	<b>124,099,679</b>	<b>120,813,486</b>	<b>3,286,192</b>	<b>103,588,747</b>	<b>20,510,932</b>
<b>Non-current assets:</b>					
Assets limited as to use - statutory operating reserve	19,281,722	19,281,722	-	17,027,253	2,254,469
Assets limited as to use - debt service, net of current portion	5,625,919	7,730,756	(2,104,837)	4,061,901	1,564,018
Assets limited as to use - all other, net of current portion	6,208,540	6,017,020	191,520	9,183,841	(2,975,301)
Investments - restricted	10,292,148	9,976,619	315,529	8,771,195	1,520,952
Escrow funds	1,577,072	1,561,647	15,425	959,123	617,949
Property and equipment, net	222,645,358	222,842,634	(197,276)	222,348,613	296,745
Trusts receivable	125,130	125,130	-	125,130	-
Deferred costs, net	80,946	82,159	(1,213)	87,012	(6,066)
Interest rate swap agreement	11,565,561	11,565,561	-	11,565,561	-
<b>Total non-current assets</b>	<b>277,402,396</b>	<b>279,183,248</b>	<b>(1,780,853)</b>	<b>274,129,628</b>	<b>3,272,767</b>
<b>Total assets</b>	<b>401,502,074</b>	<b>399,996,734</b>	<b>1,505,340</b>	<b>377,718,375</b>	<b>23,783,699</b>
<b>LIABILITIES AND NET ASSETS</b>					
<b>Current liabilities:</b>					
Annuity payable, current portion	63,318	63,318	-	63,318	-
Bonds payable, current portion	5,570,000	5,570,000	-	5,410,000	(160,000)
Accounts payable	2,354,292	2,462,683	108,391	4,473,010	2,118,718
Accrued salaries and related expenses	2,379,303	3,328,750	949,447	2,257,501	(121,803)
Accrued interest payable	2,136,039	1,748,077	(387,962)	1,764,449	(371,590)
<b>Total current liabilities</b>	<b>12,502,952</b>	<b>13,172,828</b>	<b>669,876</b>	<b>13,968,278</b>	<b>1,465,326</b>
<b>Long-term liabilities:</b>					
Annuity payable, less current portion	383,111	384,065	954	395,706	12,595
Bonds payable, less current portion	152,346,112	152,817,204	471,092	154,830,169	2,484,057
Liability for refundable advance fees	15,397,749	15,154,473	(243,276)	14,651,477	(746,271)
Deferred revenue from non-refundable advance fees	94,745,358	94,459,159	(286,200)	80,652,605	(14,092,753)
Deferred revenue - other	-	-	-	6,500	6,500
Funds held for others	74,317	75,357	1,040	86,572	12,255
<b>Total long-term liabilities</b>	<b>262,946,647</b>	<b>262,890,257</b>	<b>(56,390)</b>	<b>250,623,029</b>	<b>(12,323,618)</b>
<b>Total liabilities</b>	<b>275,449,599</b>	<b>276,063,086</b>	<b>613,486</b>	<b>264,591,307</b>	<b>(10,858,292)</b>
<b>Net assets:</b>					
Without donor restrictions	110,280,354	108,646,941	(1,633,414)	99,422,243	(10,858,111)
With donor restrictions	15,772,121	15,286,708	(485,412)	13,704,825	(2,067,296)
<b>Total net assets</b>	<b>126,052,475</b>	<b>123,933,649</b>	<b>(2,118,826)</b>	<b>113,127,068</b>	<b>(12,925,407)</b>
<b>Total liabilities and net assets</b>	<b>401,502,074</b>	<b>399,996,734</b>	<b>(1,505,340)</b>	<b>377,718,375</b>	<b>(23,783,699)</b>

**Wesley Pines Retirement Community  
Income Statement**

December-23			ACCOUNT		December YTD			Annual Budget
Budget	Actual	Variance	Number	Description	Budget	Actual	Variance	
<b>Revenue Summary</b>								
89,744.00	90,270.36	526.36		Total Independent Living	266,007.00	273,642.35	7,635.35	1,082,725.00
191,205.00	188,252.85	(2,952.15)		Total Assisted Living	570,366.00	554,337.80	(16,028.20)	2,287,377.00
548,840.00	615,590.29	66,750.29		Total Health Center	1,628,171.00	1,822,508.59	194,337.59	6,462,244.00
1,825.00	475.71	(1,349.29)		Total Other Operating	5,475.00	2,384.77	(3,090.23)	21,900.00
<b>831,614.00</b>	<b>894,589.21</b>	<b>62,975.21</b>		<b>Total Operating Revenue</b>	<b>2,470,019.00</b>	<b>2,652,873.51</b>	<b>182,854.51</b>	<b>9,854,246.00</b>
<b>Expense Summary</b>								
118,508.00	97,791.73	20,716.27		Total General & Administrative	269,338.00	228,018.32	41,319.68	916,987.00
73,031.00	57,671.10	15,359.90		Total Plant	218,156.00	213,056.09	5,099.91	873,593.00
45,460.00	47,003.91	(1,543.91)		Total Environmental Services	135,127.00	131,816.20	3,310.80	542,198.00
145,256.00	165,620.09	(20,364.09)		Total Food & Beverage	434,307.00	465,939.23	(31,632.23)	1,740,857.00
387,808.00	413,008.86	(25,200.86)		Total Health Center	1,162,742.00	1,138,520.78	24,221.22	4,635,217.00
13,352.00	14,327.37	(975.37)		Total Resident Services	39,780.00	44,056.50	(4,276.50)	158,571.00
26,730.00	62,156.82	(35,426.82)		Total Assisted Living	79,389.00	170,895.69	(91,506.69)	318,909.00
<b>810,145.00</b>	<b>857,579.88</b>	<b>(47,434.88)</b>		<b>Total Operating Expense</b>	<b>2,338,839.00</b>	<b>2,392,302.81</b>	<b>(53,463.81)</b>	<b>9,186,332.00</b>
<b>21,469.00</b>	<b>37,009.33</b>	<b>15,540.33</b>		<b>Net Operating Income/(Loss)</b>	<b>131,180.00</b>	<b>260,570.70</b>	<b>129,390.70</b>	<b>667,914.00</b>

<b>Non-Operating Revenue/(Expense)</b>								
22,917.00	16,611.86	(6,305.14)	1099693800	Amortization of Deferred Revenue	68,751.00	60,149.39	(8,601.61)	275,000.00
(58,583.00)	(57,055.29)	1,527.71	1085709500	Depreciation Expense	(175,749.00)	(170,950.48)	4,798.52	(703,000.00)
(16,242.00)	(16,274.99)	(32.99)	1087713500	Interest Expense	(48,726.00)	(52,920.48)	(4,194.48)	(194,900.00)
<b>(51,908.00)</b>	<b>(56,718.42)</b>	<b>(4,810.42)</b>		<b>Total Non-Operating Revenue/(Expense)</b>	<b>(155,724.00)</b>	<b>(163,721.57)</b>	<b>(7,997.57)</b>	<b>(622,900.00)</b>
<b>(30,439.00)</b>	<b>(19,709.09)</b>	<b>10,729.91</b>		<b>Net Income/(Loss)</b>	<b>(24,544.00)</b>	<b>96,849.13</b>	<b>121,393.13</b>	<b>45,014.00</b>

## Wesley Pines Retirement Community Balance Sheet

Classification	December-23	November-23	Variance	September-23	Variance
<b>Assets</b>					
<i>Current assets</i>					
Cash & cash equivalents	400.00	400.00	-	400.00	-
Contributions receivable - UMRH Foundation	38,577.83	36,902.83	1,675.00	35,402.83	3,175.00
Assets limited as to use	14,779.30	12,154.65	2,624.65	11,874.86	2,904.44
Accounts receivable - members, net	811,478.59	834,682.16	(23,203.57)	776,300.73	35,177.86
Accounts receivable - others	67,038.63	63,078.27	3,960.36	54,408.14	12,630.49
Inventories	80,536.76	104,688.30	(24,151.54)	91,436.64	(10,899.88)
Prepaid expenses	95,148.26	104,027.74	(8,879.48)	141,870.20	(46,721.94)
<b>Total current assets</b>	<b>1,107,959.37</b>	<b>1,155,933.95</b>	<b>(47,974.58)</b>	<b>1,111,693.40</b>	<b>(3,734.03)</b>
<i>Non-current assets</i>					
<i>Assets limited as to use</i>					
Insurance regulation - statutory operating reserve	2,644,595.00	2,644,595.00	-	2,565,551.00	79,044.00
Residents' funds	13,464.38	10,839.73	2,624.65	10,559.94	2,904.44
Temporarily restricted investments	1,314.92	1,314.92	-	1,314.92	-
<b>Subtotal</b>	<b>2,659,374.30</b>	<b>2,656,749.65</b>	<b>2,624.65</b>	<b>2,577,425.86</b>	<b>81,948.44</b>
Less current obligation requirements	14,779.30	12,154.65	2,624.65	11,874.86	2,904.44
<b>Non-current assets limited as to use</b>	<b>2,644,595.00</b>	<b>2,644,595.00</b>	<b>-</b>	<b>2,565,551.00</b>	<b>79,044.00</b>
Property & equipment, net	11,576,494.15	11,593,389.82	(16,895.67)	11,694,931.20	(118,437.05)
Contributions receivable - UMRH Foundation	779,507.82	736,960.08	42,547.74	702,574.73	76,933.09
Interest rate swap agreement	1,157,357.05	1,157,357.05	-	1,157,357.05	-
<b>Total assets</b>	<b>17,265,913.39</b>	<b>17,288,235.90</b>	<b>(22,322.51)</b>	<b>17,232,107.38</b>	<b>33,806.01</b>
<b>Liabilities and net assets</b>					
<i>Current liabilities</i>					
Current portion of long-term debt	358,000.00	338,000.00	(20,000.00)	297,000.00	(61,000.00)
Accounts payable	311,079.24	239,775.59	(71,303.65)	374,297.55	63,218.31
Accrued payroll & benefits	503,558.19	495,099.62	(8,458.57)	420,154.41	(83,403.78)
Accrued interest payable	18,799.14	18,799.14	-	15,513.09	(3,286.05)
Insurance regulation - statutory operating reserve	2,644,595.00	2,644,595.00	-	2,565,551.00	(79,044.00)
Due to related parties	803,143.02	892,005.69	88,862.67	943,903.05	140,760.03
<b>Total current liabilities</b>	<b>4,639,174.59</b>	<b>4,628,275.04</b>	<b>(10,899.55)</b>	<b>4,616,419.10</b>	<b>(22,755.49)</b>
<i>Long-term liabilities</i>					
Long-term debt, less current portion	7,330,476.50	7,374,225.00	43,748.50	7,462,722.00	132,245.50
Liability for refundable advance fees	213,567.85	213,567.85	-	189,984.10	(23,583.75)
Deferred revenue from non-refundable advance fees	1,451,131.58	1,467,743.44	16,611.86	1,511,280.97	60,149.39
Residents' funds	13,464.38	10,839.73	(2,624.65)	10,559.94	(2,904.44)
<b>Total long-term liabilities</b>	<b>9,008,640.31</b>	<b>9,066,376.02</b>	<b>57,735.71</b>	<b>9,174,547.01</b>	<b>165,906.70</b>
<b>Total liabilities</b>	<b>13,647,814.90</b>	<b>13,694,651.06</b>	<b>46,836.16</b>	<b>13,790,966.11</b>	<b>143,151.21</b>
<i>Net assets</i>					
Unrestricted	2,798,697.92	2,818,407.01	19,709.09	2,701,848.79	(96,849.13)
Temporarily restricted	554,151.92	518,792.46	(35,359.46)	484,107.11	(70,044.81)
Permanently restricted	265,248.65	256,385.37	(8,863.28)	255,185.37	(10,063.28)
<b>Total net assets</b>	<b>3,618,098.49</b>	<b>3,593,584.84</b>	<b>(24,513.65)</b>	<b>3,441,141.27</b>	<b>(176,957.22)</b>
<b>Total liabilities and net assets</b>	<b>17,265,913.39</b>	<b>17,288,235.90</b>	<b>22,322.51</b>	<b>17,232,107.38</b>	<b>(33,806.01)</b>

## **ATTACHMENT 4**

**Explanations of Material Differences**  
**Balance Sheet**  
**Statement of Operations**  
**Statement of Cash Flows**



The United Methodist Retirement Homes, Inc.  
Explanation of Material Differences  
Between Previous Pro Forma Balance Sheet Projection for 2023  
and 2023 Actual Results from Operations

The following explanation is provided pursuant to the requirements of North Carolina G.S. 58-64-30. Set forth below is a comparison on the 2023 actual results with the projected results for 2023.

Sources and (Uses)

(Figures stated below are in thousands)

	2023 Actual	2023 Projected	Fav/(Unfav) Difference	Variance Percentage
<u>Assets</u>				
Current Assets:				
Cash (1)	5,018	23,428	(18,410)	-78.58%
Short-term investments	88,037	81,660	6,377	7.81%
Accounts receivable, net (2)	6,408	4,797	1,611	33.58%
Assets limited as to use, current portion (3)	6,636	1,126	5,510	489.34%
Inventories and prepaid expenses	1,525	1,417	108	7.62%
Contributions receivable from UMRH Foundation, current portion	2,753	2,583	170	6.58%
Due from related party, current (4)	253	201	52	25.87%
Total current assets	110,630	115,212	(4,582)	
Assets limited as to use:				
Insurance regulation	16,927	16,927	-	0.00%
Other assets limited as to use (5)	7,038	5,719	1,319	23.06%
Investment in Wesley Ridge (6)	-	75	(75)	-100.00%
Assets limited as to use, non-current	23,965	22,721	1,244	
Property and equipment, net	222,349	209,476	12,873	6.15%
Contributions receivable from UMRH Foundation, net of current portion (7)	7,249	6,340	909	14.34%
Deferred marketing costs, net	87	87	-	0.00%
Interest rate swap agreement (8)	11,566	10,442	1,124	10.76%
Total non-current assets	18,902	16,869	2,033	
Total assets	375,846	364,278	(2,549)	
<u>Liabilities and Net Assets</u>				
Current Liabilities:				
Current maturities of long-term debt (9)	5,410	6,398	(988)	-15.44%
Accounts payable and accrued expenses	8,492	8,501	(9)	-0.11%
Total current liabilities	13,902	14,899	(9)	
Long-term liabilities				
Liability for refundable advance fees and deposits	14,651	14,907	(256)	-1.72%
Deferred revenue from non--refundable advance fees	80,659	77,388	3,271	4.23%
Long-term debt, less current portion	154,830	154,918	(88)	-0.06%
Funds held for others (10)	87	148	(61)	-41.22%
Total long-term liabilities	250,227	247,361	2,866	
Total liabilities	264,129	262,260	1,869	
Net assets:				
Without donor restriction	99,249	90,916	8,333	9.17%
With donor restriction (11)	12,468	11,102	1,366	12.30%
Total liabilities and net assets	375,846	364,278	11,568	

The United Methodist Retirement Homes, Inc.  
Explanation of Material Differences Footnotes  
Balance Sheet

Variations of 10% or greater between actual and projected results are considered material variations which are explained below:

1. Cash Excess funds were moved to short-term investments.
2. Accounts receivable, net Collection efforts suffered in the wake of 75% turnover in staff.
3. Assets limited as to use, current portion Construction funds expected to be spent down had not been requested as construction wasn't complete until October 2024.
4. Contributions receivable from UMRH Foundation, current portion Since the change in this number is dependent upon donations to the UMRH Foundation for the benefit of UMRH, the forecast conservatively assumes no change year over year. The variance is due to greater than anticipated donations.
5. Other assets limited as to use The addition of the escrow account for the future construction at Cypress Glen was not anticipated in the forecast.
6. Investment in Wesley Ridge The legal structure of this relationship changed in fiscal 2023 requiring the removal of this asset.
7. Contributions receivable from UMRH Foundation, current portion Since the change in this number is dependent upon donations to the UMRH Foundation for the benefit of UMRH, the forecast conservatively assumes no change year over year. The variance is due to greater than anticipated donations.
8. Interest rate swap agreement The forecast assumes no change year over year. The variance represents the actual change.
9. Current maturities of long-term debt The refinancing of bonds, not included in the forecast, changed the amortization of debt.
10. Funds held for others Resident deposits exceeded expectation. The forecast assumes no change for conservatism.

11. Net assets with donor restriction Since the change in this number is mostly dependent upon donations to the UMRH Foundation for the benefit of UMRH, the forecast conservatively assumes no change year over year. The variance is due to greater than anticipated donations.

The United Methodist Retirement Homes, Inc.  
Explanation of Material Differences  
Between Previous Pro Forma Statement of Operations and Change in Net Deficits for 2023  
and 2023 Actual Results from Operations

The following explanation is provided pursuant to the requirements of North Carolina G.S. 58-64-30. Set forth below is a comparison on the 2023 actual results with the projected results for 2023.

Sources and (Uses)  
(Figures stated below are in thousands)

	2023 Actual	2023 Projected	Fav/(Unfav) Difference	Variance Percentage
<b>Revenues</b>				
Apartments	34,151	33,992	159	0.47%
Health care	25,097	23,312	1,785	7.66%
Assisted living	13,430	13,310	120	0.90%
Home care	2,189	2,324	(135)	-5.81%
Amortization of deferred residence fees (1)	11,303	9,511	1,792	18.84%
Investment income (2)	4,263	1,853	2,410	130.06%
Net assets released from restrictions (3)	499	603	(104)	-17.25%
Other (4)	227	161	66	40.99%
<b>Total revenue</b>	<b>91,159</b>	<b>85,066</b>	<b>6,093</b>	
<b>Expenses</b>				
Health care	17,691	17,099	592	3.46%
Assisted living	5,035	4,613	422	9.15%
Resident services	2,779	2,935	(156)	-5.32%
Home care (5)	2,803	2,223	580	26.09%
Dietary	13,990	13,384	606	4.53%
Housekeeping	4,373	4,577	(204)	-4.46%
Plant	7,985	7,638	347	4.54%
General and administration	13,797	13,160	637	4.84%
Depreciation and amortization	14,346	14,575	(229)	-1.57%
Interest	3,448	3,135	313	9.98%
(Gain)/loss on disposal of property and equipment (6)	7	-	7	100.00%
<b>Total expenses</b>	<b>86,254</b>	<b>83,339</b>	<b>2,915</b>	
Operating income (loss)	4,905	1,727	3,178	
Non-operating gains (losses) (7)	5,305	-	5,305	100.00%
<b>Change in unrestricted net assets</b>	<b>10,210</b>	<b>1,727</b>	<b>8,483</b>	
<b>Change in donor restricted net assets (8)</b>	<b>1,216</b>	<b>-</b>	<b>13,788</b>	<b>100.00%</b>
<b>Change in net assets</b>	<b>11,426</b>	<b>1,727</b>	<b>9,699</b>	
Net assets, beginning of the year	100,291	100,291	-	
<b>Net assets, end of the year</b>	<b>111,717</b>	<b>102,018</b>	<b>9,699</b>	

The United Methodist Retirement Homes, Inc.  
Explanation of Material Differences Footnotes  
Operating Statement

Variances of 10% or greater between actual and projected results are considered material variances which are explained below:

1. Amortization of deferred residence fees A record number of move-ins at Croasdaile Village resulted in a increase in entrance fees.
2. Investment income Actual investment returns exceeded what was expected in the forecast.
3. Net assets released from restriction The forecast assumes no change in temporarily restricted net assets for conservatism. The audit reflects the actual use of these funds.
4. Other revenue The forecast did not include provider relief funds.
5. Home care expense Home Care expenses were more than anticipated on the forecast.
6. (Gain)/loss on disposal of property and equipment The forecast assumes no fixed asset disposals for conservatism. The audit reflects the actual (gain)/loss for disposal of assets.
7. Non-operating gains (losses) Due to the uncertainty and volatility of investment gains or losses, contributions, changes in the fair value of interest rate swap agreements and gains or losses on the disposal of PP&E, the forecast conservatively assumes zero. Also, the audit reflects the actual use of provider relief funds here, whereas the forecast includes this in other revenue.
8. Change in donor restricted net assets For conservatism, the forecast assumes no change in temporarily restricted net assets unless there is certainty in the use of or receipt of funds.

The United Methodist Retirement Homes, Inc.  
Explanation of Material Differences  
Between Previous Pro Forma Statement of Cash Flows Projection for 2023  
and 2023 Actual Results from Operations

The following explanation is provided pursuant to the requirements of North Carolina G.S. 58-64-30. Set forth below is a comparison on the 2023 actual results with the projected results for 2023.

Sources and (Uses)

(Figures stated below are in thousands)

	2023 Actual	2023 Projected	Fav/(Unfav) Difference	Variance Percentage
<b>Cash flows from operating activities</b>				
Change in net assets (1)	11,426	1,727	9,699	561.61%
Adjustments to reconcile increase in net assets to net cash from operating activities				
Depreciation	14,332	14,575	(243)	-1.67%
Amortization of deferred financing costs (2)	65	-	65	100.00%
Amortization of bond premium (3)	(153)	-	(153)	100.00%
Amortization of marketing costs (4)	14	-	14	100.00%
Amortization of deferred resident fees (5)	(11,303)	(9,511)	(1,792)	18.84%
Proceeds from non-refundable advance fees (6)	16,623	12,739	3,884	30.49%
Bad debt expense (7)	927	168	759	451.79%
Loss on disposal of property & equipment (8)	7	-	7	100.00%
Unrealized gains on investments and assets limited as to use (9)	(2,539)	-	(2,539)	100.00%
Realized gains on investments and assets limited as to use (10)	(2,263)	-	(2,263)	100.00%
Change in fair value of swap agreement (11)	(1,123)	-	(1,123)	100.00%
Net change in:				
Current/non-current assets (12)	(4,357)	(495)	(3,862)	780.20%
Current/non-current liabilities (13)	140	(588)	728	-123.81%
Net cash from operating activities	21,796	18,615	3,181	17.09%
<b>Cash flows from investing activities</b>				
Additions to property and equipment and construction in progress (14)	(22,177)	(7,750)	(14,427)	186.15%
Net change in investments and assets limited as to use (15)	(3,824)	14,348	(18,172)	-126.65%
Change in assets held for resale	197	197	-	0.00%
Net cash from investing activities	(25,804)	6,795	(32,599)	-479.75%
<b>Cash flows from financing activities</b>				
Refunds of entrance fees (16)	(2,216)	(3,003)	787	-26.21%
Proceeds from refundable advance fees (17)	1,389	1,007	382	37.93%
Principal payments on debt	(5,785)	(5,785)	-	0.00%
Net cash from financing activities	(6,612)	(7,781)	1,169	-15.02%
Net change in cash	(10,620)	17,629	(28,249)	-160.24%
Cash at beginning of year	15,638	5,799	9,839	169.67%
Cash at end of year	5,018	23,428	(18,410)	-78.58%

The United Methodist Retirement Homes, Inc.  
Explanation of Material Differences Footnotes  
Cash Flow

Variances of 10% or greater between actual and projected results are considered material variances which are explained below:

1. Change in net assets See various explanations in footnotes to operating statement.
2. Amortization of deferred financing costs The refinancing of bonds, not included in the forecast, changed the amount of deferred costs.
3. Amortization of bond premium The refinancing of bonds, not included in the forecast, changed the amount of bond premiums.
4. Amortization of marketing costs The refinancing of bonds, not included in the forecast, changed the amount of marketing costs capitalized.
5. Proceeds from non-refundable advance fees A record number of move-ins at Croasdaile Village resulted in a increase in entrance fees.
6. Proceeds from non-refundable advance fees Proceeds were greater than forecasted.
7. Bad debt expense Actual expenses were more than forecasted.
8. Loss on disposal of property & equipment This is not separately categorized in the cash flow on the forecast as it is on the audit.
9. Unrealized gains on investments and assets limited as to use Conservatively, the forecast assumes no unrealized gains or losses.
10. Realized gains on investments and assets limited as to use Conservatively, the forecast assumes no realized gains or losses.
11. Change in fair value of swap agreement The forecast assumes no change year over year. The variance represents the actual change.
12. Current/non-current assets See the variances listed on the balance sheet material differences spreadsheet.

13. Current/non-current liabilities See the variances listed on the balance sheet material differences spreadsheet.
14. Additions of property and equipment and construction in progress The forecast excluded the new construction project at Croasdaile Village in error.
15. Net change in investments and assets limited as to use See the variances listed on the balance sheet material differences spreadsheet.
16. Refunds of entrance fees Actual refunds were less than forecasted.
17. Proceeds from refundable advance fees Proceeds were greater than forecasted.



# **ATTACHMENT 5**

## **Standard Residency Agreement**



*Wesley Pines*

A rich tradition, a warm welcome

**1000 Wesley Pines Road  
Lumberton, North Carolina 28358  
(910) 738-9691  
[www.wesleypines.org](http://www.wesleypines.org)**

## **Standard Residency Agreement**

2021-03-10



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Exhibit A – Options and Custom Features Added at Resident’s Request

## GLOSSARY

The following terms are described as used in the accompanying Residency Agreement. Reference to the Residency Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

**"Agreement"** means the Residency Agreement, entered into between the Resident and The United Methodist Retirement Homes, Incorporated, which outlines the contractual obligations of both parties.

**"Assisted Living"** means assistance with the activities of daily living pursuant to Section 5 of this Agreement.

**"Community"** means the continuing care retirement community known as "Wesley Pines," including all of the residences, common areas, and site amenities.

**"Entrance Fee"** means payment that assures a resident a place at the Community for life as long as the resident complies with terms of this Agreement. At the time the resident makes application for residency at the Community, the resident will sign a Residency Agreement to reserve the residence selected and will pay an Entrance Fee deposit to the Community. The balance of the Entrance Fee will be paid upon the earlier of (i) occupancy or (ii) 90 days after the Residency Agreement is executed. Specific information is located in Paragraph 1.2 of this Agreement.

**"Extra Charges"** means the additional fees required to be paid for the additional services and amenities requested by Resident, as set forth in Paragraph 2.2 of this Agreement.

**"Health Center"** means the portion of the Community, which is licensed to provide two levels of care: intermediate nursing care and skilled nursing care, as described in Section 6 of the Agreement.

**"Monthly Fee"** means that fee payable each month by the Resident as set forth in Paragraphs 1.3 and 1.4 of the Agreement, in consideration for the services and amenities provided to the residents of the Community described in Paragraph 2.1 of this Agreement. If there are Joint Residents under this Agreement, the Monthly Fee will include a "Second Person Monthly Fee."

**"Residence"** means the cottage or villa at the Community identified in the introductory paragraph of the Agreement, in which the Resident has the right to live pursuant to this Agreement in exchange for paying the Entrance Fee and the Monthly Fee.

**"Resident" or "you"** means the Resident(s) who sign this Agreement. Sometimes a second resident (if there are two of you) is referred to in this Agreement as the "Joint Resident." Further, both Residents may be referred to as "Joint Residents." Unless otherwise indicated, "you" refers to both of you if there are two of you.

**"The United Methodist Retirement Homes, Incorporated" or "we" or "our" or "us"** means the owner of the retirement community known as Wesley Pines, including all of the residences, common areas, and site amenities associated with these areas. The United Methodist Retirement Homes, Incorporated is a North Carolina non-profit corporation.



# Wesley Pines

A rich tradition, a warm welcome

## Residency Agreement Standard

### INTRODUCTION

This Standard Residency Agreement ("Agreement") is entered into by The United Methodist Retirement Homes, Incorporated ("UMRH," "we," "us," or "our") and \_\_\_\_\_ (individually or collectively, "you," "your," or "Resident"). Wesley Pines is a continuing care retirement community located at 1000 Wesley Pines Road; Lumberton, NC 28358 (hereafter the "Community").

We will provide residential housing for seniors along with a wide array of personal services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the Residence described as follows:

Residence Number \_\_\_\_\_  
Residence Style \_\_\_\_\_

You may select certain options and custom features in the Residence at an additional charge, which shall not be subject to any refund provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Community prior to adding them to the Residence. The Executive Director of the Community has consented to your request to add the options and custom features set forth on Exhibit A attached to this Agreement. You agree to pay the amount(s) set forth on Exhibit A to cover the charges for such items.

As a Resident of the Community, you are offered lifetime use of your Residence and lifetime access to assisted living services and to nursing care in the Community Health Center, subject to the terms and conditions of this Agreement.

To be accepted for residency, you must meet our residency criteria, which includes: having reached the age of 62 (or sharing your Residence with a Joint Resident who is 62 or older); financial guidelines; and the ability to live in a residence (with or without reasonable accommodation and/or reasonable modification) – all as outlined in our current residency policy.

The purpose of this Agreement is to set forth your rights and duties as a Resident of the Community and to delineate the services to be provided at the Community.



**1. CHARGES FOR RESIDENCE AND PRIMARY SERVICES.**

**1.1 Application Fee.** Prior to or upon execution of this Agreement, you will pay to us a non-refundable Application Fee of \$\_\_\_\_\_. The Application Fee will be used by us to process your application for residency.

**1.2 Entrance Fee.** In order to reside at the Community for life, subject to this Agreement, and to receive the services and amenities described below, you agree to pay to us (in addition to the Monthly Fee described below) an Entrance Fee in the amount of \$\_\_\_\_\_ (includes first and second person, if applicable). The total amount of the Entrance Fee shall be payable as follows:

**1.2.1** Ten percent (10%) of the total Entrance Fee is \$\_\_\_\_\_, less any previously paid Future Resident Fee (\$\_\_\_\_\_), equals \$\_\_\_\_\_, which amount is due and payable upon your execution of this Agreement.

**1.2.2** The balance of \$\_\_\_\_\_ of the Entrance Fee shall be paid on the date of occupancy at the Community but in no event later than ninety (90) days after your execution of this Agreement.

**1.3 Monthly Fee.** You are obligated to begin paying a Monthly Fee (or a pro rata portion thereof) on the date you assume occupancy at the Community or within ninety (90) days from the date this Agreement is executed by you, whichever is earlier. Thereafter, the Monthly Fee is due upon receipt of a statement from us and by no later than the fifteenth (15<sup>th</sup>) of each month. The Monthly Fee is initially set at a specific amount that can be increased as described in Paragraph 1.6 below. A "Second Person Monthly Fee" shall become part of the Monthly Fee and shall be paid if two persons are Joint Residents under this Agreement. If there are Joint Residents under this Agreement and one Joint Resident dies, the Second Person Monthly Fee shall cease and the remaining Resident shall continue to pay the Monthly Fee without the Second Person Monthly Fee component.

**1.4 Initial Monthly Fee.** The initial Monthly Fee payable by you is \$\_\_\_\_\_ per month and an additional \$\_\_\_\_\_ per month as a Second Person Monthly Fee component of the Monthly Fee if two persons reside as Joint Residents pursuant to this Agreement.

**1.5 Continuance of Monthly Fee.** Payment of the Monthly Fee will continue as follows:

**1.5.1** In the event of your death (in the case of Joint Residents, the death of the surviving Resident), until your estate removes all of your personal property from the Residence and from any storage unit.

**1.5.2** In the event of your permanent relocation to assisted living, to the Community Health Center or Comparable Facility for Health Center Level Services (see definitions in Paragraphs 6.1 and 6.2), or to another care facility licensed to provide the appropriate care you need, until you or your personal representative removes all of your personal property from the Residence and from any storage unit.

**1.5.3** In the event of cancellation of this Agreement as outlined in Section 9 or 10, until expiration of the cancellation period and continues until you remove all of your personal property from the Residence and from any storage unit.

**1.6 Increase in Monthly Fee.** The Monthly Fee is paid to us to provide the services and amenities described in this Agreement and is intended to meet the expenses associated with the operation of the Community. We may increase the Monthly Fee (which includes the Second Person Monthly Fee where applicable) upon thirty (30) days' written notice if we, in our sole discretion, deem it necessary to meet the financial needs of the Community or to provide quality services to the Residents.

**1.7 No Reduction in Monthly Fee Due to Absence.** If you are absent from the Community, your Monthly Fee will not be reduced.

**1.8 Reserve Funds.** The amount of the Monthly Fee also is and will continue to be affected by our policy of maintaining reserve funds for the financial security of the Community.

**1.9 Late Payment Charge.** We will charge a late payment charge in the amount of twenty-five dollars (\$25.00) if the Monthly Fee or any Extra Charges are not paid by the fifteenth (15<sup>th</sup>) day of the month. Balances over thirty (30) days old will be assessed a one percent (1%) interest charge per month. If we hire a collection agency or attorney to collect the Monthly Fee and Extra Charges past due from you, you are to pay any and all costs of collection, including reasonable attorney's fees, costs, and expenses associated with such collection efforts.

## **2. DESCRIPTION OF PRIMARY AND SUPPLEMENTAL SERVICES.**

**2.1 Services Provided for the Monthly Fee.** We will provide you, in consideration for the Monthly Fee referred to above, the following services and amenities at the Community:

- Three (3) different meal plans to choose from;
- Limited meal delivery service to be provided when approved by authorized staff;
- Consultation and preparation of routine special diets;
- Utilities, which include heating, air conditioning, electricity, water, sewer and trash removal;
- Building janitor and maintenance;
- Grounds keeping;
- Weekly housekeeping services;
- Washer and dryer provided in the cottages and villas; - laundry facilities also available;
- Planned activities (social, cultural, recreational, educational, and spiritual) for those who wish to participate;
- Services of a chaplain;
- Services of life enrichment director;
- Parking for residents and guests;
- Carpeting (except in kitchen and bath) unless some other floor surface has been installed;
- Kitchen facilities in each cottage and villa;
- Scheduled local transportation;
- Wireless emergency nurse call system;

- Smoke detectors;
- Scheduled security service during evening and early morning hours;
- Assistance with third-party health insurance billing; and
- Six (6) days each year of assisted living care in an assisted living apartment or suite or nursing care in the Community Health Center as outlined in Section 4.

**2.2 Supplemental Services Provided for Extra Charge.** Supplemental services, when available, will be provided at Extra Charge and are described below. A list of Extra Charges for these supplemental services can be obtained from administration.

- Extra meals, depending on which meal plan a resident selects;
- Extended meal delivery service as approved by authorized staff;
- Preparation of special diets (beyond those which are routine), as prescribed by your attending physician;
- Guest accommodations, if available;
- Guest meals;
- Personal transportation and transportation for special events and group trips;
- Assisted living services as outlined in Section 5 and nursing care services in the Community Health Center as outlined in Section 6; and
- Certain ancillary services and supplies (such as therapies, pharmacy, laboratory, therapeutic activities, rehabilitative treatments, medical equipment, medical supplies, medical treatment, physician services, and other miscellaneous services and supplies) as outlined in Paragraph 6.8.

### **3. TERMS OF RESIDENCY.**

**3.1 Use of the Residence.** The Residence is for living only and will not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and grants you only the right to live in the Residence, access to other facilities of the Community, and to available services and amenities, subject to the terms and conditions of this Agreement.

**3.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (or either of you in the case of Joint Residents) live unless you (both of you in the case of Joint Residents) are not capable of occupancy as set forth in our residency policy, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that you need assisted living services or nursing care services, you will be requested to relocate to an assisted living apartment or suite or to the Community Health Center or a Comparable Facility for Health Center Level Services (see definitions in Paragraphs 6.1 and 6.2).

**3.3 Occupants of the Residence.** Except as hereinafter provided, no person other than you (both of you in the case of Joint Residents) may occupy the Residence. In the event that a second person who is not a party to this Agreement is accepted for residency in the Residence after the date we sign this Agreement (said acceptance to be in accordance with our current residency policy), an Entrance Fee in an amount to be determined by us (which will be no more than one-half of the then-current Entrance Fee for the Residence) shall be paid upon residency,

and each month thereafter, the then-current Second Person Monthly Fee shall be paid as part of the Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than thirty (30) days, except with our express written approval.

If the Resident marries a person who is also a resident of the Community, and should they decide to occupy one residence as Joint Residents, they must declare which residence will be occupied and which residence will be released. The refund due for the released residence, if any, will be provided as described in Paragraph 11.5 of this Agreement.

**3.4 Guests.** Guests are welcome to stay in your Residence for short stays not to exceed ten (10) consecutive days. Such stay shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of our residents.

**3.5 Release.** We are not responsible for theft, loss of or damage to your personal property, unless such theft, loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from such liability.

**3.6 Insurance.** Our insurance does not cover your personal property or your liability. You are required at your own expense to carry personal property insurance and liability insurance. If requested by us, you agree to provide us with proof of such insurance coverage.

**3.7 Removal and Storage of Resident's Personal Property.** Your personal property must be removed from the Residence and from any storage unit as follows:

**3.7.1** Within thirty (30) days following the date of your death (if Joint Residents, the date of death of the surviving Resident). If your personal property is not removed from the Residence and from any storage unit within such thirty (30) days, we will continue to charge your estate the Monthly Fee as outlined in Paragraph 1.5.1 above, or we may remove and store such personal property at the expense and risk of your estate. Your Entrance Fee will continue to amortize, if applicable, until the Residence and any storage unit is completely vacated. We will only allow the executor(s) named in your Will to remove or dispose of your personal property in your living accommodation and any related storage unit at the Community. Members of your family or those to whom you have granted power of attorney will not be allowed access to your personal property after your death, unless they are the executor(s) named in your Will.

**3.7.2** Within thirty (30) days following the date notice is delivered to you of your permanent relocation to assisted living, to the Community Health Center or a Comparable Facility for Health Center Level Services (see definitions in Paragraphs 6.1 and 6.2), or to another care facility licensed to provide the appropriate care you need. If your personal property is not removed from the Residence and from any storage unit within such thirty (30) days, we will continue to charge you the Monthly Fee as outlined in Paragraph 1.5.2 above, or we may remove and store such personal property at your expense and risk.

**3.7.3** At the end of the cancellation period outlined in Section 9 or 10. If your personal property is not removed from the Residence and from any storage unit by the end of the cancellation period, we will continue to charge you the Monthly Fee as outlined in Paragraph 1.5.3 above, or we may remove and store such personal property at your expense and risk. Your Entrance Fee will continue to amortize, if applicable, until the Residence and any storage unit is completely vacated.

**3.8 Furnishings.** Furnishings within the Residence will not be provided by us except as stated in Paragraph 2.1. Furnishings provided by you shall not be such as to interfere with your health, safety or general welfare, or that of other residents or others.

**3.9 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health or safety or the health or safety of other residents. If relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence within the Community, to the Community Health Center or a Comparable Facility (as defined in Paragraph 6.2), or to a hospital or other care facility for the protection of your health or safety or for the health or safety of the other residents of the Community.

**3.10 Alterations by You.** You may not undertake any alterations to your Residence without our prior written approval. Said alterations will be set forth in a separate addendum to this Agreement, signed by you and us.

**3.11 Condition of Residence.** Upon vacating the Residence, you agree to leave it in good and clean condition. You shall be liable to us for any charges, which we may incur to restore your Residence to good and clean condition, except for normal wear and tear.

**3.12 Rights of Second Single Resident.** When two Joint Residents reside in a single Residence under this Agreement, upon the death or permanent relocation of one Resident to a different level of care at the Community, or other inability of that Resident to continue residing in the Residence, the remaining Resident may continue to reside in the Residence under the terms of this Agreement and shall pay the Monthly Fee.

**3.13 Smoke-Free Community.** The Community is a smoke-free community pursuant to its Smoke-Free Campus Policy (a copy of which is available upon request), wherein the campus and buildings have been designated as "smoke free". Smoking (including E-Cigarettes) is not allowed by residents, guests, and business invitees on the campus (inside or outside), except in a designated outside area. No smoking areas include, but are not limited to, the residences, hallways, dining rooms, public restrooms, lounge areas, reception areas, waiting rooms, courtyards, entrances, walking paths, driveways, and any other common areas. Smoking is only permitted at the designated outdoor area. Violation of the Smoke-Free Campus Policy can result in our cancellation of this Agreement for just cause as outlined in Paragraph 9.1 hereof.

**3.14 Firearms Policy.** The Community has adopted a policy governing the possession of firearms at the Community. Firearms need to be registered with the Community and properly secured. In the event that you are unable to safely maintain a firearm, we will contact your

designated power of attorney, legal representative or family member to remove any firearms from your Residence.

**4. FREE DAYS OF ASSISTED LIVING OR NURSING CARE.** You are eligible to receive a total of six (6) days each year of either assisted living care in an assisted living apartment or suite or nursing care in the Community Health Center while you are a resident of your Residence. In the case of Joint Residents, each of you will receive six (6) days, but the days cannot be combined and used by only one of you. Such six (6) days renews on an annual basis and does not accumulate. Once you are permanently relocated to assisted living, the Community Health Center or Comparable Facility, you no longer qualify for the six (6) free days of assisted living or nursing care and will be required to pay the per diem charge for such care. **[NOTE: The six (6) days of care is a combined annual total for assisted living care and nursing care at the Community.]**

**5. ASSISTED LIVING SERVICES.**

**5.1 Description of Assisted Living Services.** We offer assisted living services in the apartments and suites of the Community. Assisted living services include assistance with the activities of daily living such as ambulation, bathing, dressing, eating, personal hygiene, toileting, and the supervision or administration of medications. You will be given priority over non-residents for admission to assisted living.

**5.2 Transfer to Assisted Living Care.** In the event your physical or mental health is determined by us to be appropriate for assisted living care, you agree to relocate to an assisted living apartment or suite at the Community. Such a determination will be made by us after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.3 Temporary Relocation to Assisted Living.** In the event you require temporary assisted living care (beyond the six (6) days of care as outlined in Section 4, if applicable), you will pay the then-current monthly fee applicable to assisted living, as well as the Monthly Fee for your Residence in accordance with Paragraph 1.5.2 above.

**5.4 Permanent Relocation to Assisted Living Care.** In the event you require permanent assisted living care (beyond the six (6) days of care as outlined in Section 4, if applicable), you will pay to us the then-current monthly fee applicable to assisted living. You will be required to release your Residence to us, and remove all of your personal property from the Residence and from any storage unit as outlined in Paragraph 3.7.2. Once the Residence is released, we shall have the right to reassign the Residence for occupancy by others except as provided in Paragraph 3.12. Release of the Residence due to your permanent relocation to assisted living care does not qualify you for a refund of the Entrance Fee, unless this Agreement is canceled. Subject to the terms and conditions of this Agreement, you shall continue to pay the Monthly Fee for the Residence in accordance with Paragraph 1.5.2 above.

**5.5 Return to Residence.** If we subsequently determine, in consultation with your attending physician, your personal representative and you to the extent possible, that you no longer need assisted living care and you can resume occupancy in a residence equivalent to the

residence you previously occupied, you shall have the right to relocate to such equivalent residence as soon as one is available. Upon your relocation to an equivalent residence, you agree to pay the then-current Monthly Fee for that residence.

**5.6 Alternate Accommodations.** In the event that the assisted living apartments and suites at the Community are fully occupied when you are determined to need assisted living care, you agree to relocate to another assisted living facility to receive assisted living care at your own expense. We will not be responsible for the charges associated with the alternate assisted living facility. You shall continue to pay the Monthly Fee for your Residence in accordance with Paragraph 1.5.2 above.

**5.7 Transfer to Another Level of Care.** If we determine after consultation with your attending physician, your personal representative and you to the extent possible, that you need care beyond assisted living, you agree to transfer to the Community Health Center, a Comparable Facility (as defined in Paragraph 6.2), or to another care facility licensed to provide the appropriate care you need. Subject to the terms and conditions of this Agreement, you shall continue to pay the Monthly Fee for your Residence in accordance with Paragraph 1.5.2 above.

**5.8 Long-Term Care Insurance.** We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.

**5.9 Assisted Living Residency Agreement.** If you require assisted living care at the Community, you agree to enter into a separate Assisted Living Residency Agreement to be signed by you and us.

## **6. THE COMMUNITY HEALTH CENTER.**

**6.1 Description.** The Community Health Center is the portion of the Community which is licensed to provide two levels of care: intermediate nursing care and skilled nursing care (collectively "Health Center Level Services"). The Community Health Center is staffed by licensed nursing personnel 24 hours a day.

**6.2 Alternate Accommodations.** You will be given priority over non-residents for admission to the Community Health Center. In the event the Community Health Center is fully occupied when you are determined to need such care, you agree to relocate to an alternate health care facility that provides services similar to the Community Health Center or to another care facility licensed to provide the appropriate care you need (a "Comparable Facility") until an appropriate space becomes available for you at the Community. We will not be responsible for the charges associated with the Comparable Facility. Upon your relocation to a Comparable Facility, you shall continue to pay the Monthly Fee for your Residence in accordance with Paragraph 1.5.2 above.

**6.3 Transfer to Health Center Level Services.** In the event your physical or mental health is determined by us to be appropriate for Health Center Level Services, you agree to relocate to the Community Health Center or a Comparable Facility. Such a determination will be made by us after a review by the Director of Nursing, the Medical Director and the Executive

Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**6.4 Temporary Relocation to the Community Health Center.** In the event you require temporary care in the Community Health Center (beyond the six (6) days of care as outlined in Section 4, if applicable), you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Paragraph 6.8. In addition, you will continue to pay the Monthly Fee for your Residence in accordance with Paragraph 1.5.2 above.

**6.5 Permanent Relocation to Health Center Level Services.** In the event you require permanent care in the Community Health Center (beyond the six (6) days of care as outlined in Section 4, if applicable), you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Paragraph 6.8. If you are determined appropriate for Health Center Level Services, and are permanently relocated to the Community Health Center or a Comparable Facility, you will be required to release your Residence to us, and remove all of your personal property from the Residence and from any storage unit as outlined in Paragraph 3.7.2. We shall have the right to reassign the Residence for occupancy by others except as provided in Paragraph 3.12. Release of the Residence due to your permanent relocation to the Community Health Center or to a Comparable Facility does not qualify you for a refund of the Entrance Fee, unless this Agreement is canceled. You will continue to pay the Monthly Fee in accordance with Paragraph 1.5.2 above.

**6.6 Relocation within the Community Health Center.** We reserve the right to relocate you to a different level of care within the Community Health Center if you require such care. Such relocation will be made after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**6.7 Return to Residence.** If we subsequently determine, in consultation with your attending physician, your personal representative and you to the extent possible, that you can resume occupancy in a residence equivalent to the residence you previously occupied, you shall have the right to relocate to such equivalent residence as soon as one is available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for that residence.

**6.8 Medical Director, Attending Physician, and Additional Health Services.** We have designated a licensed physician to serve as Medical Director of the Community Health Center. You are required to have a local attending physician. You may engage the services of the Medical Director at your expense. If your personal physician will be providing you with services in the Community Health Center, he/she may do so upon providing us with his/her credentials and with proof of liability insurance, and he/she agrees to abide by our policies and procedures. We will not be responsible for the charges for medical treatment or services by the Medical Director or your attending physician, nor will we be responsible for the charges for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.



**6.9 Advanced Payment for Medical Treatment.** In the event we incur or advance payments for your medical treatment or for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment (even in the event such medical care is given at the direction of your attending physician or the Medical Director without your prior approval), you shall promptly reimburse us for such payments. Upon cancellation of this Agreement for any reason, any amounts due to us under this Paragraph 6.9 shall be offset against any refund of the Entrance Fee.

**6.10 Long-Term Care Insurance.** We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.

**6.11 Medicare and Health Insurance.** The Community Health Center is Medicare-certified. When eligible, you are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility. You shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in the Community Health Center or a Comparable Facility. If you are eligible to receive the six (6) free days of care in the Community Health Center as provided in Section 4 and your stay in the Community Health Center is a Medicare-qualified stay, such six (6) days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage.

If you are not eligible for Medicare, you shall maintain health insurance coverage acceptable to us and shall furnish us with evidence of such coverage upon our request. Should your health insurance not fully cover your stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each admission and stay in the Community Health Center or a Comparable Facility.

If failure to maintain Medicare Part A, Medicare Part B, supplemental health insurance or other health insurance coverage causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Paragraph 8.1, and we retain the right to cancel the Residency Agreement as provided in Section 10.

**6.12 Managed Care.** If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms of this Agreement governing nursing care will include the following provisions:

**6.12.1 Participating Provider.** If the Community Health Center is a participating provider with your managed care program and your stay is a Medicare-qualified stay, the Community agrees to be reimbursed at the rate negotiated with your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care you are eligible to receive without additional charge pursuant to Section 4, as applicable. You will continue to pay the Monthly Fee for your Residence in accordance with Paragraph 1.5.2 above, as well as any charges for physician services and any additional health services as outlined in Paragraph 6.8.

**6.12.2 Not a Participating Provider.** If the Community Health Center is not an approved participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for health care services. In addition, while receiving health care services at the managed care participating provider, you will continue to pay the Monthly Fee for your Residence in accordance with Paragraph 1.5.2 above. Such a stay at a managed care participating provider will not reduce the number of days of care you are eligible to receive without additional charge pursuant to Section 4, as applicable.

**6.12.3 Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will attempt to negotiate a reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care you are eligible to receive without additional charge pursuant to Section 4, as applicable. You will continue to pay the Monthly Fee for your Residence in accordance with Paragraph 1.5.2 above, as well as any charges for physician services and any additional health services as outlined in Paragraph 6.8.

**6.12.4 No Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive care in the Community Health Center during a Medicare-qualified stay, then each day of your stay in the Community Health Center will reduce by one day the number of days of care you are eligible to receive without additional charge pursuant to Section 4, as applicable. During any such Medicare-qualified stay in the Community Health Center, you agree that you will continue to pay the Monthly Fee for your Residence in accordance with Paragraph 1.5.2 above and any charges for physician services and any additional health services as outlined in Paragraph 6.8. If at any time during any such Medicare-qualified stay in the Community Health Center you are no longer eligible to receive any of the days of care provided for in Section 4, then you agree to pay the per diem charge for your care in the Community Health Center, the Monthly Fee for your Residence in accordance with Paragraph 1.5.2 above,, and any additional health services as outlined in Paragraph 6.8.

**6.12.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be entitled to care in the Community Health Center in

accordance with the terms of this Agreement other than as provided in this Paragraph 6.12.

**6.13 Transfer to Hospital or Other Care Facility.** If we determine after consultation with your attending physician, your personal representative and you to the extent possible, that you need care beyond that which the Community Health Center is licensed to provide, you will be transferred to a hospital or other care facility. Our staff will not accompany you to the hospital or other facility. We shall not be responsible for any charges associated with the transfer and health care expenses or charges incurred by you after such a transfer. You shall continue to pay the Monthly Fee for your Residence in accordance with Paragraph 1.5 above.

**6.14 Community Health Center Admission Agreement.** If you require care in the Community Health Center, you agree to enter into a separate admission agreement to be signed by you and us.

**6.15 Under Age 62.** If you are under the age of 62 when you occupy your Residence under this Agreement, you are not eligible to receive the six (6) days of care as outlined in Section 4 until you attain the age of 62. During this time, you will be entitled to receive such care at the then-current charge being charged to nonresidents until age 62.

## **7. REPRESENTATIONS.**

**7.1 Our Representations.** We represent and warrant that we are a nonprofit corporation. We are exempt from payment of Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. We are affiliated with the North Carolina Conference of The United Methodist Church of the Southeastern Jurisdiction. The North Carolina Conference of The United Methodist Church of the Southeastern Jurisdiction is not responsible for our financial or contractual obligations.

**7.2 Your Representations.** You represent and warrant that the representations made in the application for residency, your personal health history, and the confidential financial statement are true and correct and may be relied upon by us as a basis for your acceptance for residency at the Community. You also represent and warrant that you have not made any gift of your property in contemplation of the execution of this Agreement.

## **8. PROMISES.**

**8.1 Our Promises.** It is and shall be our declared policy to operate as a non-profit organization. We will not cancel this Agreement without just cause as specified in Section 10. Further, we shall not cancel this Agreement solely by reason of your financial inability to pay the full Monthly Fee for your Residence, the monthly fee for assisted living care or the per diem charge for care in the Community Health Center, provided you have met all "spend-down" provisions of eligibility for the Medicaid program and any public assistance funds. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. You shall be permitted to remain at the Community for a reduced fee based on your ability to pay for as long as you establish facts to justify deferment of

such charges and when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis for the benefit of all residents.

**8.2 Your Promises.** You agree to comply with all policies and procedures of the Community as now existing or as hereafter amended; to pay the Entrance Fee, Monthly Fee, and any other charges as provided in this Agreement; to not impair your ability to meet the financial obligations under this Agreement by transferring assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance, without our consent; to apply for public assistance funds and/or Medicaid if you should need financial assistance as outlined in Paragraph 8.1 above while a resident in assisted living or the Community Health Center; and to abide by all other terms of this Agreement.

## **9. CANCELLATION BY RESIDENT.**

**9.1 Right of Rescission.** Within thirty (30) days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the thirty (30) day rescission period. However, if you occupy the Residence during the rescission period and then rescind this Agreement, you will only be charged a Monthly Fee for the period of time that you actually occupied the Residence. Refund of the amount of the Entrance Fee paid shall be as outlined in Paragraph 11.2.

**9.2 Cancellation Prior to Occupancy.** You may cancel this Agreement for any reason at any time before you move into the Community by giving us written notice signed by you (both of you in the case of Joint Residents). Refund of the amount of the Entrance Fee paid shall be as outlined in Paragraph 11.3 or 11.4. If you die prior to occupying the Residence or if, on account of illness, injury or incapacity, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel upon our receipt of notice of your death, illness, injury or incapacity. If you elect to cancel this Agreement because of a substantial change in your physical, mental or financial condition prior to occupancy, then this Agreement will cancel upon written notice from you. Refund of the Entrance Fee shall be as outlined in Paragraph 11.3.

**9.3 Cancellation After Occupancy.** You may cancel this Agreement for any reason after moving into the Community by giving us thirty (30) days' prior written notice of cancellation, which shall be effective and irrevocable upon delivery. Cancellation shall occur thirty (30) days after written notice is delivered, and you must remove your personal property from the Residence and from any storage unit at the end of the thirty (30) day notice period as outlined in Paragraph 3.7.3. You are obligated to pay the Monthly Fee during the thirty (30) days, and thereafter if the Residence has not been released to us in accordance with Paragraph 1.5.3 above. Refund of the Entrance Fee shall be as outlined in Paragraph 11.5.

**9.4 Cancellation Due to Death After Occupancy.** This Agreement will automatically cancel upon your death (the death of the surviving Resident in the case of Joint Residents). Your estate must remove your personal property from the Residence and from any storage unit within thirty (30) days after your death as outlined in Paragraph 3.7.1. Your estate

will be obligated to pay the Monthly Fee as outlined in Paragraph 1.5.1 above. Refund of the Entrance Fee shall be as outlined in Paragraph 11.5.

## **10. CANCELLATION BY UMRH.**

**10.1 Cancellation Upon Notice.** We may, upon notice and opportunity to cure as hereinafter provided, cancel this Agreement for just cause. Just cause shall include the occurrence of any of the following events (hereinafter referred to as a "Default"):

**10.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**10.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency process.

**10.1.3 Nonpayment.** You fail to pay any charges to us, subject to the provisions of Paragraph 8.1, within forty-five (45) days of the date when such charges are due.

**10.1.4 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health, safety or peace of yourself, other residents, or others including your refusal to consent to relocation, or behavior that would result in physical damage to the property of the Community or others.

**10.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in the Community Health Center within the limits of our license.

**10.2 Default Notice.** Prior to cancellation for any Default described in Paragraph 10.1.1, 10.1.2 or 10.1.3 above, we shall give you notice in writing of such Default, and you shall have at least thirty (30) days thereafter within which to correct such Default. No Default shall eliminate your obligation to pay the Monthly Fee. If you correct such Default within such time, this Agreement shall not be canceled. If you fail to correct such Default within such time, this Agreement shall cancel at the expiration of such thirty (30) days.

In the event of the occurrence of a Default described in Paragraph 10.1.4 or 10.1.5 above, if we or the Medical Director determines that either the giving of notice of Default or the lapse of time as above provided might be detrimental to you or others, then such notice and/or waiting period prior to cancellation shall not be required. Also, in the event of the occurrence of a Default described in Paragraph 10.1.4 or 10.1.5, we are expressly authorized by you to transfer you to an appropriate hospital or other facility, and we will promptly notify your personal representative or attending physician.

## **11. REFUND OF ENTRANCE FEE.**

**11.1 Nonacceptance by Us.** If we do not accept you for residency at the Community, the full amount of the Entrance Fee you have paid will be promptly refunded to you, without interest.

**11.2 Right of Rescission.** If you rescind this Agreement as provided in Paragraph 9.1, you shall receive a full refund of the portion of the Entrance Fee paid by you, without interest, within sixty (60) days of our receipt of the written notice of rescission.

**11.3 Cancellation Prior to Occupancy Due to Death, Illness, Injury, or Incapacity.** If, prior to occupancy and after your right of rescission period has expired, you die or you cancel this Agreement because of illness, injury or incapacity, you or your estate will receive a refund in full of the portion of the Entrance Fee you have paid, without interest, less any costs specifically incurred by us at your request and set forth in writing in a separate addendum to this Agreement, signed by you and us. Said refund shall be paid within sixty (60) days following (i) the date of automatic cancellation of this Agreement; or (ii) the date of our receipt of your written notice of cancellation.

**11.4 Cancellation Prior to Occupancy for Other Reasons.** If you cancel this Agreement for reasons other than those stated in Paragraph 11.2 or 11.3 above, you shall receive a refund of the Entrance Fee paid, less a non-refundable portion of the Entrance Fee equal to Two Thousand Dollars (\$2,000) and less any costs specifically incurred by us at your request and set forth in writing in a separate addendum to this Agreement, signed by you and us. Said refund shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**11.5 Cancellation After Occupancy.** In the event you or we cancel this Agreement after occupancy or in the event of your death (the death of the survivor in the case of Joint Residents), you or your estate will be reimbursed the amount of the Entrance Fee previously paid by you, less two percent (2%) for each month of residency or portion thereof, for up to fifty (50) months. After fifty (50) months of occupancy, no refund of the Entrance Fee will be made. Said refund, if any, will be paid, without interest, at such time as your Residence has been reserved by a new resident and our receipt of the full amount of the Entrance Fee paid by such new resident or within two (2) years from the date of cancellation, whichever occurs first.

**11.6 Offset Against Entrance Fee Refund.** In the event of cancellation of this Agreement as described in Paragraph 11.5 above, we will offset against any Entrance Fee refund due to you or your estate the following:

**11.6.1** The amount of any unpaid Monthly Fees, pro-rated Monthly Fees for the period of time the Residence was occupied (which shall include the period of time until you or your personal representative removes all of your personal property from the Residence and from any storage unit) after cancellation of this Agreement, any Extra Charges or other charges deferred by us on your behalf under Paragraph 8.1; and

**11.6.2** Any health care expenses incurred on your behalf and other amounts payable to us, which remain unreimbursed; and

**11.6.3** Any charges incurred to restore the Residence to good condition, normal wear and tear excepted, as outlined in Paragraph 3.11 and

**11.6.4** Any charges incurred as a result of options and custom features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

## **12. MISCELLANEOUS.**

**12.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 11; (ii) this Agreement and your contractual right to occupy the Community will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you the right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

**12.2 Release.** We are not responsible for theft, loss of or damage to your personal property, unless such theft, loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain insurance, at your own expense, to protect against such losses.

**12.3 Force Majeure.** Community shall not be liable to Resident for any default, breach or damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason of the occurrence of a Force Majeure Event. A "Force Majeure Event" is defined as the occurrence of an event which materially interferes with the ability of Community to perform its obligations or duties hereunder which is not within the reasonable control of Community, and which could not with the exercise of diligent efforts have been avoided, including, but not limited to, war, rebellion, terrorism, government uprising, natural disasters (including floods, earthquake, fire, hurricanes, windstorms, tornadoes), accident, strike, riot, civil commotion, act of God, pandemic, epidemic, outbreak of infectious diseases or other public health crisis, including quarantine or other employee restrictions, acts of authority or change in law. Community shall promptly notify Resident of the occurrence and particulars of such Force Majeure Event and shall provide Resident, from time to time, with its best estimate of the duration of such Force Majeure Event and with notice of the termination thereof. Community shall use diligent efforts to avoid or remove such causes of non-performance as soon as is reasonably practicable .

**12.4 Amendment.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

**12.5 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable laws or regulations. Further, we may change any part of the Community, including the Residence, to meet the requirements of any applicable law or regulation.

**12.6 Entire Agreement.** This Agreement and any addenda or amendments thereto contain our entire understanding with respect to your residency at the Community.

**12.7 Monthly Statement.** You shall receive a monthly statement from us showing the total amount of fees and other charges owed by you, which shall be paid upon receipt and by no later than the fifteenth (15<sup>th</sup>) day of each month.

**12.8 Responsible Party for Business and Financial Decision Making.** Prior to assuming residency at the Community, you agree to execute and deliver to us a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**12.9 Disposition of Furniture, Possessions, and Property.** You agree to make provision by Will or otherwise for the disposition of all of your furniture, property, and possessions located on the premises of the Community within sixty (60) days after the date of residency.

**12.10 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**12.11 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent certified mail, return receipt requested, with all postage and charges prepaid, or hand-delivered to the Executive Director of the Community at 1000 Wesley Pines Road, Lumberton, North Carolina 28358. Such notices shall be dated and signed.

Any notice required to be given to you shall be delivered to you at the Community or at such other place as you shall designate to us in writing and sent by certified mail or hand delivered. All notices mailed in accordance with this Paragraph shall be deemed to be given when mailed whether or not they are actually received.

**12.12 Indemnity.** We will not be liable for and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

**12.13 Severability.** The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**12.14 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender(s) such further written evidence of such subordination as such lender(s) may reasonably require. Except to the extent of your



obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**12.15 Capacity.** This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent or employee of ours shall have any personal liability hereunder to you under any circumstances. This Agreement will become effective upon acceptance and signature by us.

**12.16 Resident.** In the case of Joint Residents, the rights and obligations of each are joint and several except as the context of this Agreement otherwise requires.

**12.17 Reimbursement for Loss or Damage.** You or your responsible party, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional, careless, or negligent acts or omissions or that of your guests.

**12.18 Charges for Collection.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you or your estate owes to us under this Agreement.

**12.19 Sale or Transfer of Interest.** We may sell or transfer our interest in the Community provided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

**12.20 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers, and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our policy. If you fail to follow or enforce the policies and rules of conduct set forth therein, then we may elect, at our sole option, to cancel this Agreement.

**12.21 Tax Considerations.** You should consult with your tax advisor regarding the tax considerations associated with this Agreement as more fully explained in our Disclosure Statement.

**12.22 Management.** We have engaged the services of Life Care Services LLC ("LCS") to manage the Community. We are not affiliated with LCS nor is LCS responsible for our contractual or financial obligations or the contractual or financial obligations of the Community.

**12.23 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina.

**12.24 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Paragraph 12.11, and our

representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

### **13. MEDIATION AND ARBITRATION.**

**13.1 Mediation.** In the event a dispute, claim or controversy of any kind arises between the parties – except for those disputes, claims or controversies arising under Paragraph 13.3 below – that cannot be resolved by mutual agreement, the parties agree to submit such dispute, claim or controversy to a neutral mediator for possible resolution. The parties will jointly agree on a neutral mediator. Each party shall submit all evidence or information in writing to the mediator in support of its contentions or allegations and any defense either party may have with respect to the dispute, claim or controversy. Each party shall have the right to a hearing before the mediator and to personally present information pertinent to such dispute, claim or controversy. The mediator shall assist each party, in an unbiased manner, in reaching an amicable agreement regarding the dispute, claim or controversy. If an amicable agreement is not reached, or if either party fails or refuses to negotiate or mediate in good faith to resolve the matter, or if a neutral mediator cannot be agreed upon between the parties, then the parties agree to submit such dispute, claim or controversy to an arbitration process as outlined below.

**13.2 Arbitration.** In the event a dispute, claim or controversy of any kind arising out of or relating to this Agreement – except for those disputes, claims or controversies arising under Paragraph 13.3 below – cannot be resolved through mediation as described in Paragraph 13.1 above, the parties agree that said dispute, claim, or controversy will be submitted to and determined by arbitration in Robeson County, North Carolina in accordance with the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in state law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one (1) resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

**13.3 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages in personal injury or wrongful death actions, based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate negligent health care claims. Thus, Paragraphs 13.1 and 13.2 do not apply to personal

injury or wrongful death actions based on alleged negligence in the provision of health care. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

[Signature Page Follows]

You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement dated \_\_\_\_\_, 20\_\_\_\_.

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_.

**THE UNITED METHODIST RETIREMENT  
HOMES, INCORPORATED  
d/b/a Wesley Pines**

\_\_\_\_\_  
RESIDENT

By \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
RESIDENT

By \_\_\_\_\_  
Authorized Agent of UMRH

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Attachment: Exhibit A



03-10-2021

Standard Residency Agreement (2021-03-10)

**Exhibit A**

<b>Options and Custom Features Added at Resident's Request:</b>	<b>Amount</b>
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total</b>	\$

**Initials** \_\_\_\_\_  
**Community**

\_\_\_\_\_  
**Resident**

\_\_\_\_\_  
**Resident**

WBD(US) 41242208v3

# **ATTACHMENT 6**

## **Communities Managed by Life Care Services LLC**

**EXHIBIT A**  
**SENIOR LIVING COMMUNITIES MANAGED**  
**BY LIFE CARE SERVICES**  
**AS OF 1/31/2024**

Alabama, Birmingham – Galleria Woods  
Alabama, Hoover – Danberry at Inverness  
Arizona, Chandler – Clarendale of Chandler  
Arizona, Fountain Hills – Fountain View Village  
Arizona, Phoenix – Clarendale of Arcadia  
Arizona, Phoenix – Sagewood  
Arizona, Tempe (Phoenix) – Friendship Village of Tempe  
California, Cupertino – Forum at Rancho San Antonio, The  
California, Palo Alto – Moldaw Residences  
California, San Diego – Casa de las Campanas  
California, San Rafael – Aldersly  
California, Santa Rosa – Arbol Residences of Santa Rosa  
California, Santa Rosa – Oakmont Gardens  
Connecticut, Essex – Essex Meadows  
Connecticut, Mystic – StoneRidge  
Connecticut, Southbury – Pomperaug Woods  
Delaware, Newark – Millcroft Living  
Delaware, Wilmington – Foulk Living  
Delaware, Wilmington – Shipley Living  
Florida, Aventura – Sterling Aventura  
Florida, Bradenton – Freedom Village of Bradenton  
Florida, Celebration – Windsor at Celebration  
Florida, Clearwater – Regency Oaks  
Florida, Hollywood – Presidential Place  
Florida, Jacksonville – Cypress Village  
Florida, Leesburg – Lake Port Square  
Florida, Naples – The Glenview at Pelican Bay  
Florida, Naples – The Arlington of Naples  
Florida, Palm City – Sandhill Cove  
Florida, Port Charlotte – South Port Square  
Florida, Seminole – Freedom Square of Seminole  
Florida, Seminole – Lake Seminole Square  
Florida, Sun City Center – Freedom Plaza  
Florida, The Villages – Freedom Point at The Villages  
Georgia, Evans – Brandon Wilde  
Georgia, Savannah – Marshes of Skidaway Island, The  
Illinois, Addison – Clarendale of Addison  
Illinois, Algonquin – Clarendale of Algonquin  
Illinois, Chicago – Clare, The  
Illinois, Chicago – Clarendale Six Corners  
Illinois, Godfrey – Asbury Village  
Illinois, Lincolnshire – Sedgebrook  
Illinois, Mokena – Clarendale of Mokena  
Illinois, Naperville – Monarch Landing  
Illinois, Wheaton – Wyndemere  
Indiana, Carmel – Magnolia Springs at Bridgewater  
Indiana, Carmel – Rose Senior Living – Carmel  
Indiana, Greenwood (Indianapolis) – Greenwood Village South

Indiana, Indianapolis – Magnolia Springs Southpointe  
Indiana, Indianapolis – Marquette  
Indiana, West Lafayette – Westminster Village West Lafayette  
Iowa, Ames – Green Hills Community  
Iowa, Cedar Rapids – Cottage Grove Place  
Kansas, Atchison – Dooley Center  
Kentucky, Florence – Magnolia Springs Florence  
Kentucky, Lexington – Magnolia Springs Lexington  
Kentucky, Lexington – Richmond Place Senior Living  
Kentucky, Louisville – Magnolia Springs East  
Maryland, Columbia – Residences at Vantage Point  
Maryland, Timonium – Mercy Ridge  
Maryland, Towson (Baltimore) – Blakehurst  
Massachusetts, Woburn – The Delaney at The Vale  
Michigan, Auburn Hills – The Avalon of Auburn Hills  
Michigan, Battle Creek – NorthPointe Woods  
Michigan, Bloomfield Township – The Avalon of Bloomfield Township  
Michigan, Clinton Township – Rose Senior Living – Clinton Township  
Michigan, East Lansing – Burcham Hills  
Michigan, Holland – Freedom Village  
Michigan, Kalamazoo – Friendship Village  
Michigan, Novi – Rose Senior Living at Providence Park  
Michigan, Auburn Hills – The Avalon of Auburn Hills  
Michigan, Commerce Township – The Avalon of Commerce Township  
Minnesota, Buffalo – Havenwood of Buffalo  
Minnesota, Burnsville – Havenwood of Burnsville  
Minnesota, Maple Grove – Havenwood of Maple Grove  
Minnesota, Minnetonka – Havenwood of Minnetonka  
Minnesota, Richfield – Havenwood of Richfield  
Minnesota, Plymouth – Trillium Woods  
Minnesota, Vadnais Heights – Gable Pines  
Missouri, St. Peters – Clarendale of St. Peters  
New Jersey, Bridgewater – Delaney of Bridgewater, The  
New Jersey, Bridgewater – Laurel Circle  
New Jersey, Burlington – Masonic Village at Burlington  
New Jersey, Florham Park – The Delaney at The Green  
New York, Rye Brook – Broadview Senior Living at Purchase College  
New York, Staten Island – Brielle at Seaview, The  
North Carolina, Chapel Hill – Cedars of Chapel Hill, The  
North Carolina, Charlotte – Cypress of Charlotte, The  
North Carolina, Durham – Croasdaile Village  
North Carolina, Greensboro – WhiteStone  
North Carolina, Greenville – Cypress Glen  
North Carolina, Lumberton – Wesley Pines  
North Carolina, Raleigh – Cypress of Raleigh, The  
North Carolina, Wilmington – Porters Neck Village  
Ohio, Avon – Rose Senior Living – Avon  
Ohio, Beachwood – Rose Senior Living – Beachwood  
Ohio, Lewis Center – The Avalon of Lewis Center  
Ohio, New Albany – The Avalon of New Albany  
Ohio, Mason – Magnolia Springs Loveland



Oklahoma, Bartlesville – Green Country Village  
Oregon, Dallas – Dallas Retirement Village  
Oregon, Salem – Capital Manor  
Pennsylvania, Coatesville – Freedom Village at Brandywine  
Pennsylvania, Warrington – Solana Doylestown, The  
South Carolina, Greenville – Rolling Green Village  
South Carolina, Hilton Head Island – Bayshore on Hilton Head Island  
South Carolina, Hilton Head Island – Cypress of Hilton Head, The  
Tennessee, Brentwood – Heritage at Brentwood, The  
Tennessee, Hendersonville – Clarendale at Indian Lake  
Tennessee, Memphis – Heritage at Irene Woods  
Tennessee, Nashville – Clarendale at Bellevue Place  
Texas, Austin – Westminster  
Texas, Bedford – Parkwood Healthcare  
Texas, Bedford – Parkwood Retirement  
Texas, Dallas – Autumn Leaves  
Texas, Dallas – Monticello West  
Texas, Dallas – Signature Pointe  
Texas, Dallas – Walnut Place  
Texas, Georgetown – Delaney at Georgetown Village, The  
Texas, League City – Delaney at South Shore, The  
Texas, Lubbock – Carillon  
Texas, Richmond – Delaney at Parkway Lakes, The  
Texas, Spring – Village at Gleannloch Farms, The  
Texas, The Woodlands – Village at the Woodlands Waterway, The  
Texas, Waco – Delaney at Lake Waco, The  
Vermont, White River – Village at White River Junction, The  
Virginia, Fairfax – Virginian, The  
Virginia, Gainesville – Heritage Village Assisted Living and Memory Care  
Virginia, Virginia Beach – Atlantic Shores  
Washington, Issaquah – Timber Ridge at Talus  
Wisconsin, Greendale – Harbour Village  
Wisconsin, Milwaukee – Eastcastle Place

# **ATTACHMENT 7**

## **List of Extra Charges**

**WESLEY PINES MISCELLANEOUS CHARGE LIST  
SKILLED NURSING  
EFFECTIVE OCTOBER 1, 2023**

DESCRIPTION	COST
<b>LODGING</b>	
MEDICAID PRIVATE ROOM DIFFERENTIAL	\$17
DAILY BEDHOLD FEE (SEMIPRIVATE)	\$306
DAILY BEDHOLD FEE (PRIVATE)	\$323
<b>TELEPHONE</b>	
TELEPHONE INSTALLATION (one time)	\$35.00
TELEPHONE TRANSFER FEE (each time)	\$35.00
TELEPHONE SERVICE (monthly)	\$31.00
<b>TRANSPORTATION</b>	
TRANSPORTATION OUTSIDE THE CITY – (each time)	\$10.00/hour plus \$0.50/mile
TRANSPORTATION INSIDE THE CITY – (each trip)	\$10.00
STAFF ACCOMPANIMENT to DOCTORS APPT.	\$12.00/hour
<b>GUEST MEAL CHARGES</b>	
<i><b>ADULTS (ages 12 and up)</b></i>	
BREAKFAST	\$5.75
LUNCH	\$11.50
DINNER	\$11.50
<i><b>CHILDREN MEAL CHARGES (ages 11 and under)</b></i>	
BREAKFAST	\$4.50
LUNCH	\$7.25
DINNER	\$7.25
<b>HOLIDAY MEAL CHARGES</b>	
ADULT (ages 13 and up)	\$19.50
CHILDREN (ages 5 -13)	\$8.75
Reservation of Ruby D. McMillan Fellowship Center	\$200 + \$4/set-up pp
**SPECIAL CATERING EVENT (subject to NC Sales tax) – <i>does not include reservation or set-up fee for Fellowship Center</i>	Prices vary depending on selection

<b>BEAUTY SHOP CHARGES</b>	
SHAMPOO	\$12.00
SHAMPOO DRY & SET	\$20.00
SHAMPOO, BLOW OUT, FLAT IRON	\$35.00
MALE SHAMPOO / DRY	\$13.00
LADIES CUT	\$15.00
MEN'S CUT	\$14.00
PERM	\$45.00
RINSE	\$10.00
RE COMB	\$8.00
HAIR COLOR	\$30.00
MANICURE	\$20.00
PEDICURE	\$30.00
IN-ROOM SERVICE FEE	\$30.00
<b>EQUIPMENT</b>	
Oxygen rental (*if not covered by insurance)	\$10/day
Oxygen concentrator (purchase for individual use if not covered by insurance)	Prices begin at \$550