



DISCLOSURE STATEMENT

Dated: December 17, 2025

Name of Facility: GIVENS ALDERSGATE

Location: 3800 Shamrock Drive
Charlotte, North Carolina 28215-3220

Telephone No.: (704) 532-7000

In accordance with Chapter 58, Article 64 of the North Carolina General Statutes of the State of North Carolina:

- This Disclosure Statement may be delivered until revised, but not after May 30, 2026;
- Delivery of this Disclosure Statement to a contracting party before execution of a contract for continuing care is required;
- 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.



TABLE OF CONTENTS

I. ORGANIZATION INTRODUCTION AND INFORMATION	5
ORGANIZATION AND AFFILIATION	5
NON-PROFIT STATUS.....	5
ACCREDITATION AND PROFESSIONAL ASSOCIATIONS	6
LICENSURE.....	6
FITCH RATING	6
VISION STATEMENT	7
MISSION STATEMENT.....	7
WELLNESS PHILOSOPHY	8
II. FACILITY INTRODUCTION AND INFORMATION	9
CAMPUS LOCATION AND CAPACITY.....	9
OCCUPANCY.....	9
COMMUNITY AMENITIES	9
SENIOR MANAGEMENT TEAM	9
SENIOR MANAGEMENT TEAM OF THE GIVENS ESTATES, INC.....	9
EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS	12
BOARD OF DIRECTORS AND CONTACT INFORMATION.....	15
RESIDENT ASSOCIATION.....	20
GIVENS ALDERSGATE DEVELOPMENT/STRATEGIC PLAN	20
III. POLICIES.....	20
ADMISSIONS.....	20
TERMINATION AND REFUND PROVISIONS.....	21
TRANSFERS OR CHANGES IN LEVELS OF CARE.....	24
TERMS OF RESIDENCY	24
ADDITION OF NEW OCCUPANT	26
IV. SERVICES	27
FURNISHINGS IN RESIDENCES.....	27
OPTIONS AND CUSTOM FEATURES IN RESIDENCE	27

COMMON AREAS AND AMENITIES.....	27
PARKING	27
SERVICES AND PROGRAMS.....	29
NOTICE OF CHANGE IN SCOPE OF SERVICES.....	30
HEALTH CARE ACCOMMODATIONS AND SERVICES	31
V. FEES – ALL FEES SHOWN ARE EFFECTIVE AS OF JANUARY 1, 2025.....	31
ENTRANCE FEE.....	31
MONTHLY FEE	33
ADJUSTMENTS IN THE MONTHLY FEE	33
AWAY ALLOWANCE	35
MONTHLY STATEMENTS	35
HEALTH CARE CHARGES	35
ASSISTED LIVING including MEMORY SUPPORT.....	36
GIVENS ALDERSGATE HEALTH CENTER	37
WAITLIST DEPOSIT	37
FINANCIAL ASSISTANCE.....	37
VI. OTHER MATERIAL INFORMATION.....	38

VII. SCHEDULE OF ATTACHMENTS 39

ATTACHMENT 1 - STATEMENT OF RELATIONSHIP

ATTACHMENT 2 - CONFLICT OF INTEREST POLICY & ETHICAL CODE OF CONDUCT

ATTACHMENT 3 - RESIDENCE AND SERVICES AGREEMENTS - INDEPENDENT LIVING

ATTACHMENT 4 - ANCILLARY SERVICE FEES FOR 2026

ATTACHMENT 5 - AUDITED BALANCE SHEETS AND INCOME STATEMENTS AND
UNAUDITED BALANCE SHEET AND INCOME STATEMENT

ATTACHMENT 6 - 5-YEAR FORECAST OF REVENUES, SUPPORT EXPENSES, CASH FLOW AND
ASSUMPTIONS AND FINANCIAL PROJECTION

THIS DISCLOSURE STATEMENT IS FURNISHED TO COMPLY WITH THE REQUIREMENTS OF ARTICLE 64, CHAPTER 58, OF THE GENERAL STATUTES OF NORTH CAROLINA AND SUPERSEDES DISCLOSURE STATEMENT DATED JUNE 20, 2025.

I. ORGANIZATION INTRODUCTION AND INFORMATION

ORGANIZATION AND AFFILIATION

Aldersgate United Methodist Retirement Communities, Inc. ("Givens Aldersgate") is a North Carolina non-profit corporation. The address for Aldersgate United Methodist Retirement Communities, Inc. (the Facility) is 3800 Shamrock Drive, North Carolina, 28215. Aldersgate United Methodist Retirement Communities, Inc. is affiliated with the Western North Carolina Conference of the United Methodist Church ("the Conference"). The Conference elects all members of The Aldersgate United Methodist Retirement Communities, Inc. Board of Directors. The Conference is not responsible for any financial or contractual obligations of the Facility. The affiliation between the Facility and the Conference is set forth in the Statement of Relationship (Attachment 1).

Effective September 1, 2025, The Givens Estates, Inc. became the sole member of Aldersgate United Methodist Retirement Communities, Inc. Givens Estates, Inc. owns and operates a continuing care retirement community known as "Givens Estates." Givens Estates is also the sole member of:

- Givens Highland Farms, LLC ("Givens Highland Farms"), which owns and operates a continuing care retirement community known as "Givens Highland Farms" (the "Community");
- And Givens Gerber Park II LLC ("Gerber Park") owns and operates an independent living rental community known as "Givens Gerber Park."

In addition, Givens Aldersgate and Givens Communities LLC ("Manager") have entered into an Intercompany Services Agreement to provide Administrative and Management Services including but not limited to Operational Management Services, Finance and Accounting Services, Administrative Services, Marketing & Sales Services, Facility & Property Management Services including Construction Services, Information Technology and Software Services, and Strategic Planning and Governance Services. The Manager will also provide the same Administrative and Management Services to Givens Highland Farms and Gerber Park.

None of the affiliated organizations of The Givens Estates, Inc. are responsible for any financial or contractual obligations of the Facility.

NON-PROFIT STATUS

As a non-profit corporation, Givens Aldersgate has been granted tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and comparable provisions of North Carolina law. All of its real and personal property has been exempt in previous years from ad valorem property taxation by Mecklenburg County.

ACCREDITATION AND PROFESSIONAL ASSOCIATIONS

Givens Aldersgate is accredited by The Commission on Accreditation of Rehabilitation Facilities (CARF). In addition, Givens Aldersgate is an active member of LeadingAge, and LeadingAge NC.

LICENSURE

Givens Aldersgate is licensed to provide continuing care in North Carolina in accordance with State law. The license is issued by the North Carolina Department of Insurance. Givens Aldersgate's skilled nursing building, Asbury Health & Rehabilitation Center, has a total of 125 beds, including 20 that are certified for both Medicare and Medicaid and 100 that are Medicare certified only. In addition, Asbury offers 5 licensed adult care home beds. Givens Aldersgate's Parker Terrace Assisted Living and Cuthbertson Village Memory Support Center are licensed by the North Carolina Division of Health Service Regulation to operate up to 114 adult care beds. Additionally, Givens Aldersgate is licensed to operate the Aldersgate at Home Home Care agency.

FITCH RATING

While Givens Aldersgate is not rated, The Givens Estates, Inc. has received a "A-" rating by Fitch Ratings, a global investment rating agency. This rating is based on Givens Estates' high occupancy levels, strong operating performance, and sufficient liquidity.

VISION STATEMENT
Endless Possibilities, Vibrant Aging

MISSION STATEMENT
Creating Community, Empowering Lives

CORE VALUES

Our core values are People Passionate, Make a Difference, Power of Community, and Do What's Right

People Passionate

We value every person. We strive to respect, support, enrich, and empower one another.

Make a Difference

We honor our legacy of making a difference in the lives of others. We see opportunities in challenges, seek creative solutions, and work tirelessly to ensure that we are improving and innovating to be a positive force in our community.

Power of Community

We are better and more creative when we work together. We harness the power of community for the greatest possible impact through collaboration, strong relationships, and embracing diversity.

Do What's Right

We act with integrity and accountability, recognizing what is right is not always easy or popular. We take responsibility for our decisions, persevere through challenges, and are good stewards of our resources.

WELLNESS PHILOSOPHY

Givens Aldersgate believes an individual's quality of life is enhanced through a healthy and balanced lifestyle. Wellness is a continual process and includes taking personal responsibility for one's mind, body and spirit. Givens Aldersgate supports purposeful living by providing opportunities in the following dimensions of wellness:

- Social: Fostering meaningful interactions within a diverse community
- Physical: Promoting personal fitness and health goals
- Spiritual: Inspiring a life of meaning, value and purpose
- Emotional: Facilitating an awareness and acceptance of one's feelings
- Intellectual: Stimulating the use of one's mind
- Environmental: Exercising stewardship to our environment
- Recreational/Avocational: Encouraging self-expression and personal development

Givens Aldersgate provides quality resident-centered care in a Christian environment and supports residents during major life changes. Furthermore:

- Givens Aldersgate affirms and practices the preservation of personal dignity, individuality and the blending of support with independence.
- Givens Aldersgate provides a multi-disciplinary, holistic approach to meeting residents' dynamically changing needs.
- Residents are empowered to make individual choices and decisions regarding their living environment, services they receive, medical treatment and advance directives.
- Givens Aldersgate assists residents in making decisions by ensuring they are fully informed about their options in a respectful and sensitive manner.

II. FACILITY INTRODUCTION AND INFORMATION

CAMPUS LOCATION AND CAPACITY

Givens Aldersgate is a continuing care retirement community located on a 230-acre campus in Charlotte, North Carolina. Living accommodations include 98 single-family cottages, 218 apartments, 42 assisted living accommodations ("Parker Terrace Assisted Living"), 61 memory support assisted living accommodations ("Cuthbertson Village"), and a 120-bed health care facility ("Asbury Health and Rehabilitation Center") of which 120 beds are licensed as nursing care (skilled) beds. Givens Aldersgate offers primarily fee-for-service contracts. Fresenius Kidney Care provides a dialysis center and The Levine & Dickson Hospice House are located on the campus. Spanning over 230 acres, the campus features beautiful landscaping, a 3-hole golf course, the historic Hezekiah Alexander Homesite, and the Charlotte History Museum.

OCCUPANCY

As of August 31, 2025, Givens Aldersgate had 335 residents occupying independent living residences, 88 residents in Assisted Living and Memory Support, and 104 residents in Asbury Health and Rehab Center for a total of 527 residents.

COMMUNITY AMENITIES

Wellness center with indoor pool, salon and spa, exercise rooms, walking trails, Fellowship Hall, casual dining venues, private dining rooms, living rooms, chapel and spiritual care, Bank/ATM, craft room, art studio, woodworking shop, billiards room, woodworking shop, health clinic, pharmacy delivery, greenhouse, and Azalea and Rose gardens.

SENIOR MANAGEMENT TEAM

Givens Aldersgate management consists of the Executive Director, Associate Executive Director, Health Services Director and several Department Directors primarily responsible for the daily operations.

Ken Kramer, Givens Aldersgate Executive Director

Mr. Kramer joined Givens Aldersgate as Executive Director September 2025. Mr. Kramer is a graduate of the Miami University of Ohio. He has 30 years' experience working in the retirement community industry. He began his career with Maple Knoll Village in Cincinnati, Ohio. From there he spent seven years with Immanuel Health Systems in Omaha, Nebraska. As Wellness Director, he managed the Wellness Center and program for their Lakeside Community and led the development of Wellness Centers for three of their six communities. In 2005 Ken joined Givens Estates as their Wellness Director and led the development of their new Wellness Center and continued to build their wellness program. In July of 2014, Ken took the role of Associate Director of Givens Highland Farms and in March 2015 became Executive Director after the retirement of the previous Executive Director. Ken has led Givens Highland Farms through operational changes relative to the acquisition of Highland Farms in December 2012. Ken has also been instrumental in renovation and expansion projects since 2014 totaling over \$100 million dollars. Ken currently serves on the Montreat College President's Advisory Council, Swannanoa Valley Christian Ministry Endowment Committee, with most recent appointments to the Black Mountain Swannanoa Chamber Board and the Mission Hospital Board of Trustees and Credentialing Committee.

Brooke Hodge BSN, RN, HSE, LNHA, ALA, Associate Director

Brooke has been with Givens Aldersgate for over fourteen years. Mrs. Hodge has served in various roles, such as Staff Development Coordinator, Assistant Director of Nursing, Director of Nursing, Director of Health Services, and Executive Director. In addition to her Nursing Home Administrator licensure, she also holds an Assisted Living Administrator's license and is a preceptor in North Carolina for nursing home and assisted living administrators. She recently became certified as a Health Services Executive (HSE). In 2019, she received the LeadingAge NC Emerging Leader Award, and in 2023, she graduated from the LeadingAge Larry Minnix Leadership Academy. She has participated in various vaccination and healthcare education programs in Belize and England, where she lived for several years. She has a Bachelor of Science in Healthcare Administration from St. Christopher's School of Medicine in England and a Bachelor of Science in Nursing from Queens University of Charlotte.

Elise Swonger Moren, BSW, ALA, LNHA, Director of Health Services

Mrs. Morren began her career as a Social Work Intern in 2009 and officially joined the Givens Aldersgate team in 2011. Over the years, she has served in a variety of roles, including Social Worker, Admissions Coordinator, Director of Assisted Living, and most recently, Director of Health Services.

She is a licensed Assisted Living and Nursing Home Administrator, currently serving as the Administrator for Assisted Living, Memory Care, and Skilled Nursing. A graduate of the Novare Leadership Program, Mrs. Morren is passionate about advancing quality care, supporting team development, and fostering a positive resident experience.

A Charlotte native, Elise earned her bachelor's degree in social work from the University of North Carolina at Charlotte and serves as a member of Aldersgate's Diversity, Inclusion, and Equity Council.

Michelle Cary, Controller

Mrs. Cary is a graduate of Marian University. Her career began as a Staff Auditor at First Indiana Bank and has progressed to a seasoned financial executive with more than 20 years of experience across various industries, including regulated energy, manufacturing, banking, and non-profit healthcare.

Mrs. Cary joined Aldersgate in July 2024, where she oversees all financial and procurement operations, including financial reporting, budgeting, treasury, process improvement projects, and internal controls. In her role, she has significantly streamlined financial reporting, reducing turnaround time from 45 to 8 days, and successfully managed an IRS audit that saved the organization \$450,000. Her strategic financial leadership has also led to a 20% reduction in medical supply costs and a 25% increase in revenue by implementing ancillary billing.

Prior to her role at Aldersgate, she was the Vice President of Finance at Schaefer Plastics, where she managed a cross-functional team and recovered \$9 million in outstanding receivables within the first year. She was also instrumental in leading the financial recovery of the company's Enterprise Resource Planning system after a cyberattack. At Duke Energy, where she spent over 20 years, she held several senior finance roles, including Senior Finance Manager, and was chief of staff to the Cybersecurity Information of Security Officer. Throughout her career, she has demonstrated a talent for cost optimization, process improvement, and implementing new technologies to drive financial and operational efficiency.

SENIOR MANAGEMENT TEAM OF THE GIVENS ESTATES, INC.

Kevin C. Schwab, President and Chief Executive Officer

Kevin Schwab has more than twenty-seven years of finance, accounting, investment and operations experience in various industries. Mr. Schwab joined Givens Communities in 2021. Supported by a senior management team and department managers, Mr. Schwab is responsible for the overall organization, which serves approximately 1,550 residents and currently employs more than 500 full and part-time staff. Along with the senior management team, he is responsible for Givens Aldersgate, a Life Plan Community in Asheville; Great Laurels, an affordable community for seniors in Waynesville; Highland Farms, a Life Plan Community in Black Mountain; Gerber Park, an affordable and middle-income community for seniors in Asheville; Givens Choice, a continuing care at home program for seniors living in Western North Carolina; Givens Home Care, a program to provide in-home services to Givens Life Plan communities residents; and LifeMinistries, a community-based, health-focused outreach program. Before joining Givens Communities, Mr. Schwab was most recently the CEO of St. Camillus (Milwaukee, WI) since 2016 and has worked at St Camillus for over twenty years in multiple capacities, previously as CFO and COO. He is a Certified Public Accountant (CPA) and a licensed Nursing Home Administrator in the State of Wisconsin. Kevin earned a Bachelor's degree in Accounting from Marquette University and a Master's in Business Administration from the University of Wisconsin Milwaukee

Allen D. Squires, CPA, FHFMA, Chief Financial Officer

Mr. Squires has been Chief Financial Officer since 1995. He is responsible for the financial operations of the Corporation, including the annual operating budget, financial reporting, forecasts, third party reimbursement, etc. He is a Certified Public Accountant. He serves on the Investment Committee of the United Methodist Foundation of Western North Carolina, Inc.; and the Finance Committee of LeadingAge North Carolina. Prior to coming to Givens, Mr. Squires was Assistant Controller for a hospital in Grundy, Virginia; Chief Financial Officer for a psychiatric hospital in Hickory, North Carolina; and Senior Auditor for Deloitte and Touche. He is a graduate of Appalachian State University with a BA in Business Administration.

Scott M. Farkas, CPA, Chief Operating Officer

Scott Farkas returned to Givens Communities as the Chief Operating Officer in October 2023. Scott has over 15 years in the nonprofit healthcare sector and is a Certified Public Accountant (CPA). His professional journey began in public accounting at Dixon Hughes, where he consulted nonprofits, hospitals, governmental entities, and senior living providers. In September 2012, Scott began his career with Givens as the Controller at Givens Highland Farms. His exceptional leadership played an instrumental role in navigating the campus through an acquisition transition, culminating in the establishment of a financial foundation alongside his colleagues. Mr. Farkas became the Controller at Givens Aldersgate starting in 2014 through December 2020, when he left to serve as the Chief Financial Officer at ThriveMore, a senior living provider with multiple locations in NC. In this capacity, Scott shouldered the responsibility of ensuring formidable financial performance, spearheading the transformation of an underperforming facility through divestiture and acquisition, and facilitating the organization's unwavering growth trajectory. Beyond his financial acumen, Scott engaged in a collaboration with Sales and Marketing, amplifying the organization's census while diligently streamlining operational efficiencies across all facets of the enterprise.

BOARD OF DIRECTORS

Givens Estates, Inc. is governed by a volunteer Board of Directors, which meets quarterly. Board committees provide leadership throughout the year in support of the community's mission and vision. The Board consists of at least twenty (20) persons who are approved by the Western North Carolina Annual Conference of the United Methodist Church. The terms of these Directors are staggered so that each Class has up to four (4) persons elected for a term of three (3) years and serving no more than six (6) successive years. Ten (10) ex-officio Directors from the Western North Carolina Annual Conference of the United Methodist Church, clergy from United Methodist Churches in the Blue Ridge District, and current and recent past Presidents of Resident Association also serve as Board members.

EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS

Mr. Horace S. Jennings, Chairperson

27 Forest Rd., Asheville, NC 28803

Mr. Jennings is the retired Chief Administrative Officer at Stony Point Group. He is the former Vice President for Wells Fargo Corporate Bank. Mr. Jennings has served on the Finance Committee for Biltmore Forest Country Club and was previously on the Central United Methodist Church Administrative Council. He is a member of Central United Methodist Church, Asheville. He has been a board member since 2014, is on the Executive Committee, and was the Chair of the Finance, Human Resource, and Group Health Plan Committee.

Ms. Rebekah M. Lowe, Vice Chairperson

12 Trafalgar Circle. Asheville, NC 28805

Ms. Lowe is the Chief Executive of FizzyWork Executive Coaching and the former Regional President of Wachovia Bank. She is the Vice President of the Memory Care Board and a volunteer at the Room in The Inn. A former Board Member of the Chamber of Commerce, the YMCA, Brevard College, United Way Leadership in Asheville, and Palm Beach Atlantic University. Ms. Lowe is a member of the International Coach Federation and the Western Carolinas Coaches. She is a member of the First Baptist Church of Asheville, an Ordained Deacon, and is a former finance committee member there. She joined the board in 2020, served on the Investment Committee, currently serves on the Executive Committee, and is the Chair of the Resident and Health Services Committee.

Mr. Larry B. Harris, Secretary

101 Richard Lane, Black Mountain, NC 28711

Mr. Harris is a retired Certified Public Accountant (CPA) with a background in financial and tax planning, with PARSEC Financial. His community involvement includes former Mayor of Black Mountain, Board Member of Mission Hospital (HCA), French Broad River Metropolitan Planning Organization, past chair of the Land of Sky Regional Council, and he is active with CarePartners, and Buncombe County Audit Committee. He served on the Executive Committee of Deerfield Retirement Community and is active in Rotary. He is a member of Christ Community Church Montreat. He joined the board in 2022, served on the Nominating Committee, currently serves on the Executive Committee, the Audit Committee, and is on the Resident and Health Services Committee.

Ms. Alisa J. Brown, Treasurer

385 N. Haywood Street, Suite 3. Waynesville, NC 28786

Ms. Brown is a Certified Public Accountant (CPA) at Ray, Bumgarner, Kingshill & Assoc., P.A. She performs tax work and governmental and nonprofit audit work. She is an active volunteer and Board Member at Wilderness Trail, a backpacking ministry. She is a member of the NC Association of CPA's, and a member of the First United Methodist Church Waynesville, where she is on the Membership Team and Finance and Stewardship Committees. She joined the board in 2020, currently serving on the Executive Committee and as Chair of the Audit Committee.

Mr. Joseph P. McGuire, Immediate Past Chair

P.O. Box 3180 Asheville, NC 28802

Mr. McGuire is an attorney who is the President of McGuire, Wood & Bissette, P.A. The law firm serves as general counsel for Givens Aldersgate. Legal services are performed when requested. No retainer agreement is in effect with reference to such legal services. Mr. McGuire's community service includes serving as a Board Member of Leadership Asheville Forum, Lenoir-Rhyne University, and the Martin Luther King, Jr. Association of Asheville and Buncombe County. Mr. McGuire is a member of Central United Methodist Church, where he is an usher and a Sunday school teacher. He has been a Givens board member since 2015, is on the Executive Committee, and served on the Audit Committee. Mr. McGuire currently serves as the Chair of the Nominating Committee

Mr. Kemper W. Brown, Sr.

396 Merrills Cove Road, Asheville, NC 28803

Mr. Brown, Sr. is a managing partner and board member for several companies. He retired as a business executive and Chief Executive Officer of Electronic Office, where he served for 40+ years. His community service on numerous committees and boards of organizations includes the United Way of Asheville, ABCCM, Asheville Chamber of Commerce, Asheville Better Business Bureau, UNCA, Carolina Day School, Asheville Community Theater, Episcopal Diocese of Western North Carolina - Endowment Committee, and University of the South. Mr. Brown, Sr. is a member of the Cathedral of All Souls where he served on the vestry and Endowment Committee. Kemper joined the board in 2024 and is the current Chair of the Finance, Human Resources, and Group Health Plan Committee.

Mr. Robert C. Roberts

21 Bent Oak Lane, Asheville, NC 28803

Mr. Roberts is a Regional Executive Vice President with First Citizens Bank. His community service includes serving as a trustee on the Western Carolina University Board of Trustees, serving as a board member on the Community Betterment Foundation, Beyond All Borders, and Asheville Merchants Foundation, and serving as a committee member on the WCU Steering Committee. Mr. Roberts is a member of Central United Methodist Church in Asheville, NC. He joined the board in 2024, serves on the Investment Committee, and is the Chair of the Advancement Committee.

Mr. David C. Whilden

1272 Hendersonville Rd., Asheville, NC 28803

Mr. Whilden serves as Senior Trust Officer for Boys, Arnold Trust Company. He has worked in the trust and wealth management fields for the past 35 years. He is actively involved in the community and serves on the boards of directors for several Asheville area civic and education organizations. He joined the board in 2016 and is the current Chair of the Investment Committee.

Mr. Kevin C. Schwab, President and Chief Executive Officer, (see Administrative staff above).

BOARD OF DIRECTORS AND CONTACT INFORMATION

Mrs. Donna A. Broadwell – 392 Vanderbilt Rd., Asheville, NC 28803

Mrs. Broadwell was previously employed by Givens Aldersgate as a Marketing Associate and is currently a community volunteer. She is a member of Central United Methodist Church, Asheville, and a lay delegate to the Western North Carolina Conference of the United Methodist Church. She has served previously on the board and has been a board member most recently since 2010. Mrs. Broadwell has served on the Executive Committee, the Nominating Committee, served as Chair of the Nominating Committee, and is an honorary life member of the Board.

The Reverend Doctor Mary W. Brown – 27 Church Street, Asheville, NC 28801

Dr. Brown is Senior Minister of Central United Methodist Church, Asheville, and a member of the Western North Carolina Conference. She has been an Ex-officio board member since 2023.

The Reverend Karen Easter-Bayne – 204 6th Avenue West, Hendersonville, NC 28739

The Reverend Easter-Bayne is the Senior Minister at First United Methodist Church Hendersonville and is a member of the Western North Carolina Conference. She earned a BA degree and a Master of Regional Planning degree from UNC-Chapel Hill and her Master of Divinity degree from Candler School of Theology at Emory University. She has been an Ex-officio board member since 2021. She serves on the Resident and Health Services Committee.

Bishop Kenneth H. Carter, Jr. – P.O. Box 2757, Huntersville, NC 28070

Bishop Carter is the resident bishop of the Western North Carolina Conference of The United Methodist Church. Along with the Cabinet, he gives pastoral and administrative leadership to over 173,000 members, 640 congregations, 200 fresh expressions of church, 130 Lighthouse Churches, 17 emerging communities, 10 new church plants, 8 campus ministries, and numerous outreach initiatives in an episcopal area that stretches across the 44 western counties of the state. Bishop Carter served as the president of the Council of Bishops of The United Methodist Church from 2018-2020, and he was one of three moderators of The Commission on a Way Forward, from 2016 to 2018. In addition to his responsibilities with the Western North Carolina Conference, he is bishop-in-residence and a consulting faculty member at Duke University Divinity School. Bishop Carter served as bishop of the Florida Conference from 2012-2022. Bishop Carter earned degrees from Columbus College, Duke Divinity School, the University of Virginia, and Princeton Theological Seminary. In addition, he is a graduate of Leadership Greensboro, Leadership Winston-Salem, and the Harvard Law School Program on Negotiation, and he has served on the Board of Visitors of Duke University Divinity School and the Institutional Review Board of the Wake Forest University School of Medicine. Bishop Carter joined the board as an Ex-officio board member since 2025.

Ms. Murphy H. Fletcher – P.O. Box 3180. Asheville, NC 28802

Ms. Fletcher is an associate with McGuire, Wood & Bissette Law Firm in Asheville, helping businesses and individuals navigate local, state, and federal tax issues. During 2024, the law firm billed Givens Aldersgate a total of \$34,709.00. She also works in the area of employment law. Her community involvement includes participation in the Litigation Section of the North Carolina Bar Association,

the North Carolina Association of Women Attorneys, and Pisgah Legal Services. She joined the board in 2020 and serves on the Finance, Human Resources, and Group Health Plan Committee.

Mr. Douglas R. Ghidina – 2800 Commonwealth Avenue, Charlotte, NC 28205

Mr. Douglas Ghidina retired after 34 years with Moore & Van Allen, PLLC in 2021. He serves as a volunteer coach, First Tee of Greater Charlotte, 2017-present. Mr. Ghidina is a current member of the Carolina Golf Club, 1999-present. He joined the board in 2025 and is on the Investment Committee.

The Reverend Doctor James C. Howell – 2032 Tippah Avenue, Charlotte, NC 28205

Dr. Howell has served on many boards and agencies around Charlotte, and for the United Methodist Church. He has served as a delegate to quite a few General and Jurisdictional Conferences, the Board of Church and Society, worked with Higher Education and Discipleship, and the Publishing House. Dr. Howell has published over twenty books and a number of articles and columns since 1991. Dr. Howell joined the board in 2025 and serves on the Nominating Committee.

Mr. Sammy G. Jackson – 1524 Oakdale Road, Charlotte, NC 28216

Mr. Jackson has been the Senior Real Estate Development Manager, Real Estate and Finance with DreamKey Partners since 2019. Prior to his current position, he worked as a commercial real estate portfolio manager in Charlotte since 2004. Mr. Jackson earned a B.S. in Accounting from Livingstone College, an MBA from the University of South Carolina, and an M.S. in Real Estate from the University of North Carolina at Charlotte. Mr. Jackson serves on the board of the Westside Community Land Trust and serves as Co-Chair of the Neighborhood Reinvestment Oversight Committee of the Habitat for Humanity of the Charlotte Region. He also served on the boards of the Childress Klein YMCA, Bank of America D&I Council – Global Commercial Banking and is a graduate of the Community Building Initiative – Leadership Development Initiative. Mr. Jackson is a member of the Friendship Missionary Baptist Church. Mr. Jackson joined the board in 2025 and serves on the Finance, Human Resources, and Group Health Plan Committee.

Dr. Margaret Kuhn – 550 1 Warren Wilson College Road, Swannanoa, NC 28778

Dr. Kuhn co-owns two veterinary clinics in Asheville, Animal Hospital East and Animal Hospital South. She is a longtime member of Groce United Methodist Church. She joined the board in 2021 and serves on the Nominating Committee.

Mrs. Doris Loomis – P.O. Box 3180, Asheville, NC 28802

Mrs. Loomis is an attorney with McGuire Wood & Bissette, P.A. The law firm serves as general legal counsel for Givens Aldersgate. Legal services are performed when requested. No retainer agreement is in effect with reference to such legal services. During 2019, said law firm billed Givens a total of \$40,336.00. Community service includes serving as a Commissioner of the Town of Biltmore Forest, President of the board of the Asheville Symphony Society, and Vice-Chair of the Board of Trustees of UNC-TV. Mrs. Loomis is a member of St. Paul's United Methodist Church, Asheville. She has served previously on the Board and has been a board member most recently

since 2013. She is an honorary life member.

Mr. F. Patrick McGuire – 645 Si Knob Road. Cullowhee NC, 28723

Mr. McGuire is a retired Dentist and has been a member of the Sylva Rotary Club since 1980, where he served as the president from 2004-2005. He is a board member of the Jackson County chapter of the North Carolina Community Foundation and a volunteer for Meals on Wheels. He is a former member of the American Dental Association, North Carolina Dental Society, American College of Dentists, and the American Academy of Dental Practice, where he served as the President from 2005-2006. He is a lifelong member of the Sylva First United Methodist Church. He joined the board in 2020 and is on the Audit Committee.

Mr. Rob M. McKown – 40 Hallett Ct., Asheville, NC, 28803

Mr. McKown is a Commercial Realtor and MAI Appraiser. Previously, he was President/Chief Executive Officer of Pedro Bay Corporation (real estate investment and development), and Senior Vice President of First Union National Bank in Brevard, NC. Mr. McKown is active in the community and has served on numerous non-profit boards. Mr. McKown is a long-time member of First United Methodist Church in Brevard. He joined the board in 2019 and serves on the Finance, Human Resources, and Group Health Plan Committee.

Mr. Gerald H. Meyer – 301 Wesley Drive, Asheville, NC 28803

Mr. Meyer is a resident of Givens Aldersgate and serves as the President of the Givens Aldersgate Resident Association. He is a retired social group worker and worked in neighborhood development and economic development in Cleveland, OH. Mr. Meyer's community service includes: many Economic Development Boards and Community Organizations in Cleveland, Ohio, co-Chair of the Maintenance and Environmental Services Committee and being the Convener of Residents Environmental Agenda at Givens Aldersgate. Mr. Meyer's professional memberships include many environmental advocacy groups. He is a member of New Hope Presbyterian Church, Asheville, NC.

He joined the board in 2025 as an Ex-officio board member and is on the Finance, Human Resources, and Group Health Plan Committee.

The Reverend W. Mark Ralls – 204 Sixth Ave., West, Hendersonville, NC 28739

The Reverend Ralls is the Superintendent of the Blue Ridge District of the Western North Carolina Conference of the United Methodist Church. He served on the board as an Ex-officio board member since 2015.

Dr. Catherine A. Rogers – 3800 Shamrock Dr., Charlotte, NC 28215

Dr. Rogers retired as a Professor & Chair of Educational Leadership at New Jersey City University; school superintendent and principal at various school districts in Wisconsin & New Jersey from 1984-2000. Her community service includes being a math tutor in Charlotte public schools (prior to Covid); volunteering at Matthews Help Center serving families in need of monetary assistance and secondhand clothing. Dr. Rogers is the current President of the Residents Association at Aldersgate Retirement Community and currently serves as the North Carolina Continuing Care Residents

Association (NorCCRA) representative for Aldersgate. She also served on committees as well as the area rep in her neighborhood. Dr. Rogers joined the board in 2025 as an Ex-officio board member and serves on the Resident and Health Services Committee.

Mr. Roger L. Shaul – 12120 Olympic Club Drive, Charlotte, NC 28277

Mr. Shaul is the Executive Chairman and founder of PMMC, a nationally recognized healthcare financial technology firm serving over 600 hospitals. With degrees from the University of Florida and continued studies at prestigious institutions. He is a member of the American College of Healthcare Administrators, American Hospital Association, Healthcare Financial Management Association, and Vistage, a nationwide organization of various local executive groups helping business organizations to grow and prosper. Known for his ethical leadership and commitment to social responsibility, he has supported scholarships and community projects while fostering a culture of trust at PMMC. Mr. Shaul's dedication to both his profession and the Charlotte community is matched only by his devotion to family and his long-standing service at Myers Park United Methodist Church. Mr. Shaul joined the board in 2025 and serves on the Advancement Committee.

Mr. Robert E. Shepherd – 214 Valley Ridge Lane, Black Mountain, NC 28711

Mr. Shepherd is the Executive Director Emeritus of Land of Sky Regional Council. He is a member of Acton United Methodist Church, Asheville. He has served on the General Council on the Status and Role of Women and the General Board of Global Ministries. He also served for over a decade on the WNC Conference Council of Ministries (now Connectional Table) as chairman and vice-chairman. He has been a board member since 1983 and has served on the Audit Committee and the Investment Committee. He is an honorary life member of the board.

Dr. Suzanne M. Sutherland – 217 Valley Ridge Lane, Black Mountain, NC 28711

Dr. Sutherland is a resident of Givens Highland Farms and serves as the current President of the Resident Council. She is a retired physician, psychiatrist, and clinical researcher. Dr. Sutherland's community service included serving on the board of the Rape Crisis Center in Durham, NC, and serving on the board of the Raleigh Chamber Music Series. She holds professional memberships with the Physicians for Social Responsibility and the ACLU. She joined the board in 2025 as an Ex-officio board member and serves on the Resident and Health Services Committee.

Mr. Kenneth W. Swayze, Jr. - 111 Finley Street, Hendersonville, NC 28739

Mr. Swayze is the retired Senior Vice President and the Director of Fiduciary Services of First Citizens Bank, Hendersonville. His community service includes Treasurer of the Henderson County Salvation Army Advisory Board; serving on the Investment Committee of the Henderson County Community Foundation; board member of the Trust Education Foundation; Faculty of The Southeastern Trust School at Campbell University; and Kiwanis Club of Hendersonville. Mr. Swayze is a member of First United Methodist Church, Hendersonville, and is the Treasurer of the church's Endowment Committee. He has served previously on the board and has been a board member most recently since 2011. He served on the Executive Committee and the Investment Committee and is an honorary life member of the Board.

Mr. G. Edward Towson, II – 7 Brookwood Road, Asheville, NC 28804

Mr. Towson is a Certified Public Accountant (CPA). His community service includes Board Treasurer of the Asheville Symphony Society; Chair of the Asheville Civitan Club Foundation Board; Board Treasurer of the Community Foundation of Western North Carolina; past board member of WCQS Public Radio; and UNCA Foundation. Mr. Towson is on the Administrative Board of Central United Methodist Church, Asheville. He has served on the board at various times since 1999 and has been on the Executive Committee since 2010, served as Chair of the Nominating Committee, and is now on the Finance, Human Resources, and Group Health Plan Committee.

The Reverend Doctor R. Keith Turman – 37 Country Club Drive, Waynesville, NC 28786

Dr. Turman is the Senior Minister at First United Methodist Church in Waynesville, NC, and a member of the Western North Carolina Conference. He has been a board member since 2008 and is on the Nominating Committee.

Mr. Alfred J. Whitesides, Jr. – 17 West Haith Dr., Asheville, NC 28801

Mr. Whitesides is the retired Vice President of Mountain 1st Bank and Trust. He has been on the Buncombe County Board of Commissioners since 2016. He is a member of Hopkins Chapel AME Zion Church, Asheville. He joined the board in 1979 and is an honorary life member of the Board.

Mr. Denton A. Wilson Jr. – 9427 White Hemlock Lane, Charlotte, NC 28270

Mr. Denton Wilson is a nationally recognized leader in Planning, Design, and Construction, with over 30 years' experience and more than \$6 billion in successful project delivery. As an executive with Texas Health Resources, Methodist Health System, and Atrium Health, he pioneered integrated, collaborative leadership models and developed "The Structure of Collaboration," focusing on building strong teams and cultures. Now the founder of IC3, Mr. Wilson mentors leaders, speaks on faith and leadership, and has authored The Sacred Work of Staying Human. Mr. Wilson's family's Methodist heritage and faith continue to shape his commitment to legacy, innovation, and servant leadership. Mr. Shaul joined the board in 2025 and serves on the Audit Committee.

None of the Board of Directors, staff, or consulting professionals, has a financial interest in The Givens Aldersgate, Inc. None of said officers, directors or management personnel (i) have 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) are 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 Article 64, Chapter 58, of the General Statutes of North Carolina or a similar law in another state. All Board members sign a Conflict-of-Interest Policy and Ethical Code of Conduct annually (Attachment 2).

RESIDENT ASSOCIATION

The Givens Aldersgate Resident Association supports the wellbeing of all residents, fosters a sense of community, keeps residents informed, and supports and works with staff in matters related to the general good and continual improvement of retirement living at Givens Aldersgate. Each independent living residential component is part of a "cluster" group. Representatives of the 41 cluster groups, co-chairs of Resident Association committees and boards, and the Executive Committee constitute the Resident Association. The Association organizes activities, promotes outreach beyond the Givens Aldersgate community, acts as a liaison to departments of Givens Aldersgate, and provides assistance to Life Enrichment. The Executive Committee oversees the operation of approximately 12 volunteer committees or boards which residents serve on for one-year terms. These groups collectively advise staff and Administration. The Resident Association meets on the second Wednesday of each month.

GIVENS ALDERSGATE DEVELOPMENT/STRATEGIC PLAN

Givens Aldersgate is currently working to review previous strategic planning considerations and working to arrive at a new strategic plan which will prepare for the future through a long-range strategic planning process, which will be conducted every 7 to 8 years. The strategic plan will be integrated into the annual plan for implementation. The organization believes the best way to remain relevant and financially strong for the future is to constantly evolve and improve. A strategic plan will include operational improvements and a new campus master plan for Givens Aldersgate. This master plan will consider all levels of care and services within Independent Living, Assisted Living, Memory Care, Skilled Nursing, Short Term Rehab and Home Care. The plan will strive to reflect current resident expectations and industry trends.

III. POLICIES

A copy of the Givens Aldersgate Resident Handbook is provided to all residents and is available upon request. The Handbook is updated from time to time. Other policies beyond the Handbook exist and are updated from time to time. The following information summarizes certain important aspects of current policies in the Residence and Services Agreement.

ADMISSIONS

Age: Prospective residents shall be fifty-five (55) years of age or older to be eligible for admission. If the prospective residents are a couple, at least one member of the couple must be fifty-five (55) years of age or older at the time of occupancy.

Application Form: Applicants will provide an Application for Admission, a Personal Health History and a Confidential Financial Statement, all on forms furnished by Givens Aldersgate. Applicants may be requested to update such forms at the time of admission.

Personal Interview: Applicants must have an interview with a Givens Aldersgate Marketing representative prior to occupancy. Upon review of all information, additional interviews may be requested by the applicant or Givens Aldersgate.

Health Requirements: Applicants must be able to live independently in the living option for which they/he/she is applying. The applicant's physician must complete a form which states that the applicant(s) is able to live independently and undertake ongoing activities of daily living.

Financial Requirements: Applicants must have assets and income sufficient to pay their financial obligations under the Agreement and to meet their ordinary living expenses.

Marketing and Admission: Givens Aldersgate determines the admission criteria for the Marketing Department to implement. The Marketing Director reviews all applications. If the Marketing Director is satisfied the applicant meets the criteria for admission, then the health and financial information is reviewed and approved by the Executive Director to ensure the applicant meets the health and financial criteria.

TERMINATION AND REFUND PROVISIONS

TERMINATION BY RESIDENT PRIOR TO OCCUPANCY

Termination During the 30 Day Rescission Period and Before Occupancy: The Residence and Services Agreement may be terminated by the resident by a Written Termination Notice for any reason within thirty (30) days following the later of the execution of the Agreement or the receipt of a disclosure statement (the "Rescission Period") and the resident is not required to move into the Residence during this Rescission Period. The Agreement is automatically cancelled if the resident dies before occupying the Residence, or if, on account of illness, injury, or incapacity, the resident would be precluded from occupying the Residence under the terms of this Agreement. If the Agreement is terminated within such Rescission Period, any monies paid by the resident shall be refunded in full less any non-standard costs incurred at the resident's request described in the Agreement or in amendment to this Agreement signed by the resident. Any such refund shall be paid by Givens Aldersgate within five (5) business days following its receipt of the resident's Written Termination Notice.

Termination After the 30 Day Rescission Period and Before Occupancy: The Residence and Services Agreement may be terminated by the resident by a Written Termination Notice for any reason after the Rescission Period and prior to Occupancy. The Agreement is automatically cancelled if the resident dies before occupying the Residence, or if, on account of illness, injury, or incapacity, the resident would be precluded from occupying the Residence under the terms of the Agreement. In the event of such termination, the resident will receive a refund of the 10% Deposit, less (i) a nonrefundable fee equal to the greater of Three Thousand Dollars (\$3,000) or two percent (2%) of the total amount of the Entrance Fee for the Residence, and (ii) any non-standard costs incurred at the resident's request described in the Agreement or in amendment to the Agreement signed by the resident. The nonrefundable fee will not be charged to the resident if such termination is due to the

resident's death, death of the resident's spouse, or because the resident's physical, mental or financial condition makes the resident ineligible for admission to Givens Aldersgate.

TERMINATION BY RESIDENT AFTER OCCUPANCY

Termination During the 30 Day Rescission Period and After Occupancy: The Residence and Services Agreement may be terminated by the resident by a Written Termination Notice for any reason within the Rescission Period and the resident is not required to move into the Residence during this Rescission Period. If the resident does occupy the Residence within the Rescission Period and then terminate the Agreement before the end of the Rescission Period, any monies paid by the Resident shall be refunded in full less (i) periodic charges specified in the Agreement and applicable only to the period the resident actually occupied the Residence; (ii) nonstandard costs incurred at the resident's request and described in the Agreement or in amendment to the Agreement signed by the resident; and (iii) a service charge equal to the greater of Three Thousand Dollars (\$3,000) or two percent (2%) of the total amount of the Entrance Fee for the Residence. Any such refund shall be paid by Givens Aldersgate within five (5) business days following its receipt of the resident's Written Termination Notice.

Termination After the 30 Day Rescission Period and After Occupancy: At any time after occupancy and after the Rescission Period ends, the resident may terminate the Residence and Services Agreement by a Written Termination Notice. In the event of such termination, the resident will receive a refund, less (i) periodic charges specified in the Agreement and applicable only to the period the resident actually occupied the Residence; (ii) nonstandard costs incurred at the resident's request described in the Agreement or in amendment to the Agreement signed by the resident; and (iii) nonrefundable entrance fees as set out in paragraph VII. B. 5. (Amortization of the Entrance Fee) of the Agreement.

Termination Upon Death After Occupancy: In the event of death of a single Resident, or of the survivor of two Residents, at any time after Occupancy, the Residence and Services Agreement shall terminate and the refund of the Entrance Fee shall be determined according to Paragraph VII. B. 5. of the Agreement.

Termination by Givens Aldersgate After Occupancy: Givens Aldersgate may terminate the Residence and Services Agreement at any time if there has been a material misrepresentation or omission made by the resident in their Application for Admission, Personal Health History, Confidential Financial Statement, or Physician's Examination Report; if the resident fails to make payment to Givens Aldersgate of any fees or charges due within sixty (60) days of the date when due; or if the resident does not abide by the rules and regulations adopted by Givens Aldersgate, or breach any of the terms and conditions of the Agreement. In the event of termination due to any of such causes, the refund of the Entrance Fee paid to the resident shall be determined according to Paragraph VII. B. 5. of the Agreement.

Amortization of the Entrance Fee: The Entrance Fee may be partially refundable. The

portion of the Entrance Fee that is refundable to the resident will decline over time, at a rate of six percent (6%) upon the date of Occupancy of the Residence and two percent (2%) on the first (1st) day of each calendar month thereafter until the selected refund percentage remains at zero percent (0%) or fifty percent (50%). Regardless of the reason for termination, the resident is entitled to their Entrance Fee refund, less (1) any non-standard costs requested by the resident and (2) any per diem Health Care Residence fees for Asbury Health & Rehab Center incurred by the resident during any period of Occupancy of a Health Care Residence in Asbury Health & Rehab Center, except as otherwise provided by the Agreement.

Payment of Refunds: Unless otherwise provided in the Agreement, Entrance Fee refunds will be paid upon the resident vacating the then current Residence covered by the Agreement or in case of dual occupancy upon both residents vacating the then current Residence, the removal of all personal property, and upon the receipt by Givens Aldersgate of a replacement Entrance Fee for the Residence, or the expiration of twenty-four (24) months after Termination of the Agreement by the Resident (whichever occurs first).

Any such refund shall be paid by Givens Aldersgate within five (5) business days following its receipt of the resident's Written Termination Notice to:

Director of Marketing
Givens Aldersgate
3800 Shamrock Drive
Charlotte, NC 28215

Condition of Residence: Upon vacating the Residence, the resident shall leave it in good condition except for normal wear and tear. The resident or their estate shall be liable to Givens Aldersgate for costs required to restore the Residence to good condition or standard condition, except for normal wear and tear, and for the removal and disposition of abandoned personal belongings. Such costs will be deducted from the refundable portion of the Entrance Fee due to the resident.

Changes to Residence: After the Date of Occupancy, any structural or physical changes to the Residence directed by the resident (including alterations such as construction of bookshelves or redecoration such as painting or wallpapering) will require the prior approval of Givens Aldersgate and will be made only under Givens Aldersgate supervision and direction. The resident shall make no structural or physical changes to any Wood Assisted Living Residence; Givens Aldersgate shall maintain and decorate any Wood Assisted Living Residence in accordance with Givens Aldersgate then-current literature. The cost of any change requested by the resident shall be at the resident's expense. Givens Aldersgate may require, as a condition of approval of a requested change, that the resident either (i) agree to bear the cost of restoring the Residence to its original condition upon termination of occupancy of the Residence or (ii) prepay the estimated cost of restoring the Residence to its original condition. All structural improvements shall belong to Givens Aldersgate.

TRANSFERS OR CHANGES IN LEVELS OF CARE

Transfer to a Health Care Residence: Givens Aldersgate recognizes the right of self-determination of the Resident and will attempt to involve the resident or the resident's representative in all decisions related to transfers and changes in level of care. Givens Aldersgate shall have authority to determine whether the resident should be transferred from their residence to a Health Care Residence, or from one level of care to another within Givens Aldersgate, in cases of potential harm to the resident or others, to assure the health and wellbeing of the resident and others, or to provide for the highest quality of life possible. Such determination shall be based on the opinion of the Givens Aldersgate administration and/or the Givens Aldersgate Medical Director and shall be made after consultation with the resident and/or their representative and their attending physician. Such decisions shall be made only in the resident's best interest and in the best interest of the larger community as determined by Givens Aldersgate.

Transfer to Other Facility: If it is determined by Givens Aldersgate that the resident needs care beyond that which can be provided by Givens Aldersgate, the resident may be transferred to a hospital or institution equipped to give such care at the resident's expense. Such transfer will be made only after consultation with the resident and/or their representative and attending physician.

Surrender of Residence: If a reasonable determination is made by Givens Aldersgate that any transfer for a change in level of care is or is highly likely to be permanent; the resident agrees to surrender the residence.

TERMS OF RESIDENCY

Policies and Procedures: All residents shall abide by Givens Aldersgate policies and procedures, including such amendments, modifications and changes to the Resident Handbook as may be adopted by Givens Aldersgate. Such Handbook shall be made readily available to all residents.

Changes in the Residence and the Agreement: Givens Aldersgate has the right to change the residence and/or the Agreement when and to the limited extent required to comply with the requirements of any applicable statutes, laws or regulations. The residence may not be used in any manner in violation of any zoning ordinances or other governmental law or regulation.

Visitors: Short-term visitors and guests may stay in a residence for limited stays. No person other than the resident may reside in the residence without the approval of Givens Aldersgate.

Occupancy by Two Residents: When two (2) residents occupy a residence and one of them is no longer domiciled in the residence, whether as a result of death or otherwise, or in the event of the termination of the Agreement with respect to one of the residents, the Agreement shall continue in effect for the remaining resident. The remaining resident will thereafter pay the single person monthly fee associated with the residence. No Entrance Fee refunds shall be paid to the remaining resident until the residence is vacated as described in the Residence and Service Agreement.

Request by a Resident for Change in Residence: A resident may request a change in residence at any time. Givens Aldersgate carefully considers such requests, including but not limited to such factors as resident's health and finances, availability of requested type of residence, and waiting lists. The resident must agree to pay the difference in the Entrance Fee and Monthly Fee between the requested residence and the current residence. Givens Aldersgate may require the resident to enter into a new or amended Residence and Services Agreement for the new residence. The Entrance Fee refund percentage selected at initial occupancy remains in effect during a change in residence and is applicable to any additional amounts paid as a result of the change.

Move to Another Residence: Should a move to a subsequent residence be approved by Givens Aldersgate, the resident will pay the Monthly Fee associated with the subsequent residence. The Entrance Fee paid for the original residence will be retained by Givens Aldersgate and held as part of the Entrance Fee for the subsequent residence. Even if the Entrance Fee for the original residence, at initial occupancy, was greater than the current Entrance Fee for the subsequent residence, the resident will not be entitled to a refund as a result of the difference between such Entrance Fees. If, however, the Entrance Fee for the original residence, at initial occupancy, was less than the current Entrance Fee for the subsequent residence, the resident will pay an amount equal to the difference between the Entrance Fee of the original residence that they paid and the current Entrance Fee of the subsequent residence.

Change in Residence at Option of Givens Aldersgate: If Givens Aldersgate reasonably determines that a residence needs to be vacated to permit repairs or renovations thereto, or needs to be modified or reconfigured to accommodate a new or different use of the residence, or as a result of any other circumstances reasonably determined by Givens Aldersgate to justify such transfer, Givens Aldersgate may move the resident to a new residence of a similar size provided that Givens Aldersgate (i) advises the resident prior to undertaking any such move, (ii) gives the resident reasonable notice of and time to prepare for such move, (iii) incurs all the costs of such move, (iv) arranges for the prompt and convenient moving of the resident's personal furnishings, and (v) either provides in such new residence optional custom improvements comparable to those provided in the original residence or, at the resident's option, reimburses the resident for the value of such improvements.

Loss of Property: Givens Aldersgate shall not be responsible for the loss of any property

belonging to residents due to theft, mysterious disappearance, fire or any other cause. All residents are responsible for securing personal property insurance.

Medical Insurance: Residents shall maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to Givens Aldersgate (e.g. Federal Government employees who subscribe to Federal Blue Cross Blue Shield) and shall furnish Givens Aldersgate with evidence of such coverage and notify Givens Aldersgate of changes in medical insurance.

Right of Entry: The Residence and Services Agreement authorizes employees or agents of Givens Aldersgate to enter the residence for the purposes of housekeeping, repairs, maintenance, inspection, and in the event of an emergency. Givens Aldersgate will always endeavor to maintain the privacy of the residence. Residents are not allowed to replace or add any locks to the residence.

Residents' Organizations: Residents of Givens Aldersgate are members of a Residents' Association that is open to all residents. Such organization elects representatives, officers, and other positions to engage in activities of interest to all residents.

Prohibition of Certain Activities: The Givens Aldersgate campus and residences, including but not limited to Assisted Living, Memory Support and Asbury Health & Rehab Center, are smoke free. Residents shall not engage or permit any guest or licensee of the resident to engage in any obnoxious or offensive activity in their Residence or on the Givens Aldersgate campus. No family member or other guest or invitee of the resident shall be permitted to occupy their Residence on a regular basis, provided that such restriction shall not apply to another Resident in a semi-private Assisted Living Residence.

ADDITION OF NEW OCCUPANT

Addition of Resident Occupant: Should the resident choose to share occupancy of their Residence with a person who is also a resident of Givens Aldersgate, the two may occupy either Residence and shall surrender the unoccupied Residence. They will pay the Double Person Monthly Fee upon Occupancy by both residents in the chosen Residence. No Entrance Fee refund for the unoccupied Residence shall be paid until Givens Aldersgate receives a replacement Entrance Fee for the vacated Residence or twenty-four (24) months after Termination by Resident (whichever occurs first), and removal of all personal belongings from such vacated Residence. However, if neither resident was an original occupant of the selected Residence when the original Residence and Services contract was signed, an additional Entrance Fee will be required equal to the difference between the then current Entrance Fee and the original Entrance Fee paid at the same refund percentage originally selected.

Addition of Non-Resident Occupant: If a resident should choose to share occupancy of their Residence with a person who is not already a resident of Givens Aldersgate, the Non-

Resident Occupant may become a resident if they meet all the requirements for admission, enter into a Residence and Services Agreement with Givens Aldersgate, and pay an Entrance Fee equal to the then-current Double Person Entrance Fee. The Resident and the Non-Resident occupant shall pay the Double Person Monthly Fee. If the Non-Resident Occupant does not meet the requirements of Givens Aldersgate for admission as a resident, the resident may terminate the Agreement in the same manner as provided in Paragraph VII. B. with respect to a voluntary termination, or the Non-Resident Occupant may be approved for admission under special circumstances as agreed to in writing by Givens Aldersgate and the resident. However, if neither the current resident nor the Non-Resident Occupant were the original occupants of the residence when the original Residence and Services contract was signed, an additional entrance fee will be required equal to the difference between the then current Entrance Fee and the original Entrance Fee paid at the same refund percentage originally selected.

IV. SERVICES

FURNISHINGS IN RESIDENCES

Givens Aldersgate will provide in all Residences appropriate flooring, refrigerator with ice maker, stove, range, microwave, hood vent, washer and dryer, garbage disposal, prewiring for telephone and cable services, and other features and fixtures as described in Givens Aldersgate' current literature. All other furniture, furnishings, decorations, bed and bath linens, and other personal property will be provided by the resident. Asbury Commons Apartments and Wood Assisted Living residences may not include refrigerator, stove, oven, hood vent, garbage disposal, microwave, or washer and dryer.

OPTIONS AND CUSTOM FEATURES IN RESIDENCE

Residents may select certain options and custom features in their Residence for an additional charge. Givens Aldersgate will present the resident with a written quote specific to the options and custom feature request detailing the prices. The cost of options and custom features selected will be paid by the resident at the time of selection and will become part of the residence and the property of Givens Aldersgate. The value of such improvements will not be considered in computing Entrance Fee refunds, unless specifically agreed to in an Addendum to the Residence and Services Agreement. All options and custom features must be approved by Givens Aldersgate administration in advance of the changes made.

COMMON AREAS AND AMENITIES

Givens Aldersgate common areas and amenities are for the use and benefit of all residents and include the dining rooms, private dining rooms, mail boxes, chapel, wellness center, indoor swimming pool, meeting rooms, activity areas, arts and crafts room, woodworking shop, beauty/barber shop, walking trails, exercise areas, on-site bank, on-site assisted living center, memory and health center for nursing care.

PARKING

Givens Aldersgate will provide lighted surface parking areas for resident vehicles (a minimum of one space for each residence). Residents of the Gateway Apartments receive 1 assigned underground parking space in their respective building.

SERVICES AND PROGRAMS

Utilities: The monthly fee includes the cost of heating, air conditioning, electricity, water, sewer, trash removal, standard municipal services, and basic internet services. Residents are responsible for any costs related to telephone, and upgraded cable television and internet services.

Meals: Givens Aldersgate will make available to each resident a declining "dining dollars" amount equal to \$400.00 per month. A maximum carryover of \$400.00 dining dollars per person is allowed from month to month; any dining dollars in excess of such maximum carryover will expire at the month's end. Any dining cost the resident incurs in excess of their remaining dining dollars will be added to the Monthly Fee. Givens Aldersgate may change the monthly dining dollars amount from time to time during the term of this Agreement. The resident will receive a thirty (30) day advance notice before such change is effective.

On Common Grounds On Common Grounds is your destination for a quick breakfast or lunch selection. Coffee, espresso, smoothies, fresh baked breakfast pastries, desserts and more! Hours of Operation Monday - Sunday 8:00 am - 2:00 pm

Market Café The Market Café is your destination for a quick, casual dining experience. Featuring signature sandwiches and more! Hours of Operation Monday - Sunday Breakfast: 8:00 am - 10:00 am Lunch: 11:00 am - 2:00 pm Dinner: 4:00 pm - 7:00 pm *During Dinner we are currently offering a limited menu on Saturday & Sunday.

The Rose and Ivy Pub Join us in the Rose & Ivy Pub to enjoy Wine, Beer & Craft Cocktails. Make sure to order Small Plates to share with the table or for a lighter meal option. Don't forget to check out the Patio! Hours of Operation Monday - Thursday 4:00 pm - 8:00 pm Friday - Saturday 4:00 pm - 9:00 pm Sunday 12:30 pm - 8:00 pm

Gatehouse Dining Room & Bar The Gatehouse Dining Room is now serving seasonally Chef inspired culinary creations offered in a casual, warm inviting setting. Our Executive Chef and culinary team have prepared menus to your liking with a wide variety of offerings to satisfy all guests, providing regional favorites and local sourced ingredients when available. Join us for an unforgettable evening with exquisite food and high-end service. Hours of Operation Monday - Saturday Lunch: 11:30 pm - 2:00 pm Dinner: 4:30 pm - 7:00 pm Sunday Lunch: 11:30 pm - 2:00 pm Dinner: CLOSED

- Meal Delivery Charge: \$5.00
- Holiday/Theme Meals: Prices will vary by venue and be posted via the Resident App

In Assisted Living and Memory Support, Givens Aldersgate will make available three meals each day. In between meals, snacks are provided and available in the kitchenettes located in each neighborhood. Physician ordered nutritional supplements are not included in the monthly fee but can be provided at an additional cost to the resident.

Housekeeping Services: The Monthly Fee includes weekly housekeeping services. Services include vacuuming, light dusting, dusting and damp mopping hard surface flooring, wipe-down of kitchen countertops, cleaning of bathrooms, changing of bed linens provided by you. Additional housekeeping may be available for an extra fee.

Groundskeeping: Givens Aldersgate will furnish basic groundskeeping service, including lawn, tree and shrubbery care. Subject to prior approval by Givens Aldersgate, residents may plant and maintain certain garden areas adjacent to their residence (for cottages) and elsewhere as designated by Givens Aldersgate.

Maintenance and Repairs: Givens Aldersgate will maintain and repair improvements, furnishings, appliances, and equipment owned by Givens Aldersgate. Residents will be responsible for the cost of repairing damage to property of Givens Aldersgate caused by the resident or their guests, ordinary wear and tear excepted.

Transportation: The monthly fee will include local group transportation for residents on a regular, scheduled basis for shopping and activities. Transportation for personal or special group trips may be available for an extra fee.

Security: Givens Aldersgate provides security, an emergency call system with emergency response and smoke detectors in each Residence.

Activities: Givens Aldersgate provides scheduled social, recreational, spiritual, educational and cultural activities; arts and crafts; exercise and health programs; and other activities designed to meet residents' interests. Some activities may require an extra fee.

Other Services and Programs at Additional Charge: Other services and programs are available to residents at their own expense, including, but not limited to: guest rooms, beauty and barber services, home care services, personal laundry or dry cleaning, special transportation, catering, guest meals, repairs of personal property, and other special services performed for the resident beyond the normal scope of services offered by Givens Aldersgate.

NOTICE OF CHANGE IN SCOPE OF SERVICES

Except for changes required by law, Givens Aldersgate will notify residents of any proposed change in the scope of services provided in the Residence and Services Agreement at least thirty (30) days before such change is effective. No change relating to a service included in the monthly fee under the terms of this Agreement shall be effective unless (a) consented to by Resident or (b) a reasonable adjustment is made in the monthly fee.

HEALTH CARE ACCOMMODATIONS AND SERVICES

Givens Aldersgate will make available health care accommodations and services as follows:

Care in Health Care Residences: Givens Aldersgate will have accommodations, equipment, staffing, programs, services and supervision necessary for licensed assisted living, and licensed skilled nursing care (the "Health Care Residences"). The Health Care Residences and services are available to residents either temporarily or permanently on a space available basis, if needed, as determined by Givens Aldersgate. Residents of Givens Aldersgate have priority access to all Health Care Residences and services before non-residents. Fees and charges for Health Care Residences are listed on pages 36-37 of this Disclosure Statement.

Wellness Clinic: A wellness clinic for certain consultations, screenings, and appointments is available to residents as scheduled and provided by Givens Aldersgate.

Staffing: Nursing care appropriate to the resident's needs will be provided by Givens Aldersgate.

Medical Director: The overall coordination and supervision of health care services within Givens Aldersgate will be provided by a Medical Director, who will be a licensed physician selected by Givens Aldersgate.

Fees and Charges: Fees and charges for Health Care Residences are set forth in Paragraph III. G. of the Residence and Services Agreement (Attachment 3).

Additional Charges for Ancillary Health Care Services: Residents are responsible for prompt payment of all additional charges for ancillary health care services provided at Givens Aldersgate. Ancillary services will include all services not provided by the staff of Givens Aldersgate and not included in the per diem fee. Examples of additional charges include, but are not limited to, the cost of prescription and non-prescription medications, physical examinations, laboratory tests, physical therapy, home health care, occupational therapy, rehabilitative treatments, wheelchairs and other medical equipment and supplies.

Personal Physician: Residents choose a personal physician who has admission privileges at a local hospital, in the event that they need to be hospitalized. Residents are responsible for the cost of physician services and all related medical and non-Medical expenses.

V. FEES – All Fees shown are effective as of September 1, 2025

The Residence and Services Agreement (Attachment 3) of this Disclosure Statement makes the following provisions:

ENTRANCE FEE

Residents agree to pay to Givens Aldersgate an Entrance Fee as set forth in Schedule I of the

Residence and Services Agreement. The Entrance Fee assures the resident a place at Givens Aldersgate for a term of years or for life. The initial Entrance Fee that the resident pays for the original Residence shall continue to be held as and applied against the Entrance Fee required for any subsequent Residence the resident may transfer to on the Givens Aldersgate campus

Terms of Payment of the Entrance Fee

- a. 10 Percent Deposit:** Upon entering this Agreement, the resident will pay ten percent (10%) of the total Entrance Fee for their Residence (the "10% Deposit"), less any Wait List Deposit previously paid pursuant to a Future Residency Wait List Agreement between the resident and Givens Aldersgate.
- b. Balance of the Entrance Fee:** The Balance of the total Entrance Fee for the Residence (being ninety percent (90%) of the total Entrance Fee) will be due and payable on or prior to the Date of Occupancy, unless otherwise agreed to in writing by Givens Aldersgate.

* Prices increase according to finishes, square footage, design, and location.

- Second person Entrance Fee is an additional \$47,500
- Entrance Fee is zero or fifty percent refundable
- If a member is 85 years of age or older at the time of the full payment of the entrance fee, a 10% premium is added to the entrance fee up to the age of 90. If a resident is 90 years of age or older at the time of full payment of the entrance fee, a 10% premium is added to the entrance fee, and they are limited to the 0% refundable entrance fee option.
- Independent living residents receive priority access to the continuance of care (in Home Care, Assisted Living, Memory Support and Asbury Health & Rehab Center).

MONTHLY FEE

In addition to the Entrance Fee, the resident agrees to pay a Monthly Fee upon Occupancy for the term of the Agreement, except as provided in Paragraph III.G.1. The Monthly Fee shall be payable in advance by the fifth (5th) business day of each month. Payment of the first month's Monthly Fee is due prior to the Date of Occupancy. The resident's Monthly Fee will be as set forth in Schedule I of the Residence and Services Agreement, subject to adjustments and additional costs described in the Agreement.

The Monthly Fee covers:

- Monthly meal allowance \$400.00 per person per month
- Weekly housekeeping
- All utilities including telephone, basic cable TV and internet
- Maintenance
- Wellness Center (programs, assessment and instruction)
- 24 hour campus security and urgent call response by trained personnel
- Scheduled group transportation
- Use of all common areas and amenities
- Social, recreational, spiritual, educational and cultural activities

ADJUSTMENTS IN THE MONTHLY FEE

The Monthly Fee is paid to provide the facilities, programs, and services described in the Residence and Services Agreement, and are intended to cover costs of the expenses associated with the operation and management of Givens Aldersgate. With the approval of its Board of Directors, Givens Aldersgate may increase the Monthly Fee from time to time during the term of this Agreement. The Monthly Fee will be adjusted as required, consistent with operating on a sound financial basis and maintaining quality service. Residents will receive a thirty (30) day advance notice of increases in the Monthly Fee or other charges.

The following tables show average changes in the monthly service fees and health center daily charges over time. Note that it is the average dollar amount of the CHANGE in fees from year to year that is shown - NOT the fees themselves. All changes during this period occurred once per year on January 1. This data demonstrates Givens Aldersgate' commitment to responsible changes in fees over time.

Independent Living		
Effective Date	% Per Month (Average)	\$ Per Day (Average)
1/1/2020	3.0%	\$102.00
1/1/2021	3.0%	\$108.00
1/1/2022	6.0%	\$336.00
1/1/2023	10.0%	\$403.00
1/1/2024	8.0%	\$431.00
1/1/2025	5.5%	\$250.00

Assisted Living		
Effective Date	% Per Month (Average)	\$ Per Month (Average)
1/1/2020	4.0%	\$205.00
1/1/2021	4.0%	\$213.00
1/1/2022	5.0%	\$260.00
1/1/2023	6.5%	\$407.00
1/1/2024	8.0%	\$524.00
1/1/2025	6.5%	\$403.00

Memory Support		
Effective Date	% Per Month (Average)	\$ Per Month (Average)
1/1/2020	4.0%	\$242.00
1/1/2021	4.0%	\$263.00
1/1/2022	5.0%	\$324.00
1/1/2023	6.5%	\$490.00

1/1/2024	7.0%	\$550.00
1/1/2025	6.5%	\$476.00

Skilled Nursing			
Effective Date	% Per Day (Average)	\$ Per Day (Average)	
1/1/2020	4.5%	\$	9.00
1/1/2021	3.0%	\$	4.00
1/1/2022	5.0%	\$	17.00
1/1/2023	6.5%	\$	23.00
1/1/2024	7.0%	\$	28.00
1/1/2025	6.5%	\$	21.00

AWAY ALLOWANCE

If you are away from Givens Aldersgate for at least (30) consecutive days and complete an “Away Form” in advance, You may be eligible for an Away Allowance which will be credited to Your Monthly Fee in accordance with the Givens Aldersgate policies, which are subject to change. The amount of any credit shall be established by Givens Aldersgate then-current literature.

MONTHLY STATEMENTS

Givens Aldersgate will furnish residents a monthly statement showing the monthly fee payable for the month in advance, and any additional charges from the previous month, payable by the fifth (5th) business day of the current month. Givens Aldersgate may charge, and residents must pay promptly, interest at a rate of one and one-half percent per month on any unpaid balance owed thirty 30 days after the monthly statement is dated.

HEALTH CARE CHARGES

- a. **Fee for Services:** Upon permanently occupying a Health Care Residence, the resident will surrender their prior Residence and will no longer pay the Monthly Fee for the Residence; instead, the resident will pay the per diem fee for such Health Care Residence, as established by Givens Aldersgate then-current literature. Upon temporarily occupying a Health Care Residence, the resident will continue to pay the Monthly Fee for the Residence (less any credit that may be given by Givens Aldersgate) and the resident will pay the per diem fee for such Health Care Residence, as established by Givens Aldersgate then-current literature, for the period of time that they occupy same. Such per diem fee shall cover the cost of services described in Paragraph I. F.11.a-d. the resident may pay additional charges for ancillary services as

described in Paragraph III. G. 4.

- b. **Level of Care Fee:** If pursuant to Paragraph VI.A Givens Aldersgate determines that the resident requires additional care and services beyond the basic level of care provided at the Health Care Residence the resident shall pay to Givens Aldersgate a daily Level of Care Fee, as established by Givens Aldersgate then-current literature for such level of care, in addition to the per diem fee described in Paragraph III.G.1.
- c. **Use of Refundable Portion of the Entrance Fee:** Should the resident move to Givens Aldersgate Health Center, the remaining refundable portion of the Entrance Fee can be applied to the cost of care upon the receipt of a replacement Entrance Fee for the Residence by a new resident. If the resident moves from another Residence to Assisted Living, no Entrance Fee refund shall be paid to the resident at that time and no part of the remaining refundable portion of the Entrance Fee will be applied to the cost of care in Assisted Living. Entrance Fee refunds will not be paid directly to any other health care facility besides Givens Aldersgate
- d. **Additional Charges for Ancillary Health Care Services:** The resident is responsible for prompt payment of all additional charges for ancillary health care services provided at Givens Aldersgate. Ancillary services will include all services not provided by the staff of Givens Aldersgate and not included in the per diem fee. Examples of additional charges include, but are not limited to, the cost of prescription and non-prescription medications, physician services, laboratory tests, home health care, physical therapy, occupational therapy, speech therapy, rehabilitative treatments, wheelchairs and other medical equipment and supplies.
- e. **Care in Another Facility:** Should a resident need a level of care or health services beyond that provided at Givens Aldersgate, as determined by Givens Aldersgate, and require transfer to another facility, the resident will be responsible for all expenses of such transfer and services.

ASSISTED LIVING including MEMORY SUPPORT

Assisted Living, including Memory Support, at Givens Aldersgate provides assisted living in a residential setting as part of a complete continuum of care provided by Givens Aldersgate. Residents can actively pursue their interests and enjoy friendships within the community while staff tends to the details of daily living. The facility includes several bright and attractively decorated common areas, including living and activity rooms. Spacious carpeted hall ways provide an ideal indoor walking area. Residents can take walks in the beautiful gardens and relax in covered outdoor terraces. Each residence has a keyed entry and residential decor, including crown moldings, recessed lighting, window treatments, an emergency call system, phone jacks, and cable TV outlets. Residents provide their own furn

ASBURY HEALTH & REHAB CENTER

Asbury Health & Rehab Center provides continuous and professional long term, skilled nursing care by Registered Nurses, Licensed Practical Nurses, Medication Aides, and Certified Nursing Assistants in a comfortable, residential and choice driven environment. The unique and residential design of Asbury Health & Rehab Center provides residents with privacy and residential comforts along with the choice of long-term care services and short-term rehabilitation services. Asbury provides an environment designed specifically for skilled and short term rehabilitation residents. Amenities include 120 private rooms with private full baths, residential furniture, flat panel televisions with cable, telephones, and wireless internet.

WAITLIST DEPOSIT

The Waitlist Deposit of \$1000 submitted with a Future Residency Waitlist Agreement to establish a chronological waitlist date by which future residents are offered various types of residences at Givens Aldersgate. In addition to the priority established for residency, all Future Residents may enjoy the following benefits of the Future Residency Wait List Program: Meals in Givens Aldersgate' Dining Rooms or Private Dining Rooms with prior reservations at established meal rates; and use of the common and recreational areas within Givens Aldersgate. The Wait List Deposit is a non-interest bearing deposit associated with the Future Residency Waitlist Agreement and will be credited toward the Entrance Fee due at the time of occupancy. The Wait List Deposit does not lock-in the Entrance Fee amount for a residence.

FINANCIAL ASSISTANCE

The Residence and Services Agreement makes the following provisions: Givens Aldersgate has established a Financial Assistance Fund to allow a limited number of residents to continue to live at Givens Aldersgate after their assets may have been depleted. The policies relating to financial assistance are determined by the Board of Directors. The amount of assistance is determined on an individual basis and there is no guarantee of assistance to any individual resident.

VI. OTHER MATERIAL INFORMATION

Givens Aldersgate has no past or current litigation, bankruptcy filings, receivership, liquidation, anticipated actions or perils of any manner significant enough to be reported herein.

Givens Aldersgate maintains an operating reserve fund. Investments for the fund are overseen by Givens Investment Committee (comprised of Givens Board members) and managed by Common Fund. Givens Board of Directors has adopted an investment policy that provides the framework for the management and investment of the operating reserve fund.

**Francis
Apartments
2026 Pricing**

0% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Cherry	1/1	750	\$261,100	\$3,400
Mimosa	1/1.5	955	\$315,400	\$4,300
Dogwood	2/2	1050	\$330,700	\$4,600
Holly	2/2	1075	\$338,600	\$4,700
Magnolia	2/2	1150	\$370,400	\$5,000
Willow	2/2	1180	\$378,200	\$5,100
Sycamore	2/2	1250	\$391,400	\$5,300
Birch	2/2	1400	\$467,200	\$5,700
Chestnut	2/2	1500	\$501,600	\$6,100
White Oak	2/2	1660	\$542,800	\$6,600

50% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Cherry	1/1	750	\$385,400	\$3,400
Mimosa	1/1.5	955	\$465,600	\$4,300
Dogwood	2/2	1050	\$488,200	\$4,600
Holly	2/2	1075	\$499,800	\$4,700
Magnolia	2/2	1150	\$546,800	\$5,000
Willow	2/2	1180	\$558,300	\$5,100
Sycamore	2/2	1250	\$577,800	\$5,300
Birch	2/2	1400	\$689,600	\$5,700
Chestnut	2/2	1500	\$740,400	\$6,100
White Oak	2/2	1660	\$801,200	\$6,600

*All square footage is approximate

*Second Person Entrance Fee: \$40,000
Effective January 2026

*Second Person Monthly Fee: \$1,750
Prices Subject to Change



Gateway Apartments 2026 Pricing

Lake View & Park View – 0% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Badin	1/1.5	985	\$414,400	\$4,700
James	2/2	1285	\$519,800	\$5,700
Jordan	2/2	1352	\$540,100	\$5,900
Norman	2/2	1352	\$540,100	\$5,900
Tillery	2/2	1475	\$560,100	\$6,300
Wylie	2/2	1475	\$560,100	\$6,300

Lake View & Park View – 50% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Badin	1/1.5	985	\$611,700	\$4,700
James	2/2	1285	\$767,300	\$5,700
Jordan	2/2	1352	\$797,200	\$5,900
Norman	2/2	1352	\$797,200	\$5,900
Tillery	2/2	1475	\$826,800	\$6,300
Wylie	2/2	1475	\$826,800	\$6,300

*All square footage is approximate

*Second Person Entrance Fee: \$40,000
Effective January 2026

*Second Person Monthly Fee: \$1,750
Prices Subject to Change



Gateway Apartments 2026 Pricing

Magnolia View – 0% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Catawba	1/1.5	851	\$404,200	\$3,900
Elk	1/1.5	950	\$414,800	\$4,500
Linville	1/1.5	1002	\$438,900	\$4,900
Elk Deluxe	1/1.5	1034	\$444,300	\$5,100
Mitchell	2/2	1192	\$507,900	\$5,200
Pamlico	2/2	1280	\$507,400	\$5,700
South Fork	2/2	1376	\$566,700	\$5,900
Uwharrie	2/2	1376	\$566,700	\$5,900
Yadkin	2/2	1456	\$569,000	\$6,200

Magnolia View – 50% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Catawba	1/1.5	851	\$596,600	\$3,900
Elk	1/1.5	950	\$612,300	\$4,500
Linville	1/1.5	1002	\$647,900	\$4,900
Elk Deluxe	1/1.5	1034	\$655,800	\$5,100
Mitchell	2/2	1192	\$749,700	\$5,200
Pamlico	2/2	1280	\$749,000	\$5,700
South Fork	2/2	1376	\$836,500	\$5,900
Uwharrie	2/2	1376	\$836,500	\$5,900
Yadkin	2/2	1456	\$839,900	\$6,200

*All square footage is approximate



Azalea View Cottages 2026 Pricing

0% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
2 Bedroom	1/1.5	1362	\$432,400	\$5,100
3 Bedroom	1/2	1754	\$501,900	\$6,200

50% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
2 Bedroom	1/1.5	1362	\$638,300	\$5,100
3 Bedroom	1/2	1754	\$740,900	\$6,200

*All square footage is approximate

*Second Person Entrance Fee: \$40,000
Effective January 2026

*Second Person Monthly Fee: \$1,750
Prices Subject to Change



Lake Ridge Cottages 2026 Pricing

0% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Maple	2/2	1598	\$580,900	\$6,400
Walnut	2/2	1740	\$598,300	\$6,700
Hickory	2/2	1867	\$617,500	\$6,900

50% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Maple	2/2	1598	\$857,500	\$6,400
Walnut	2/2	1740	\$883,100	\$6,700
Hickory	2/2	1867	\$911,500	\$6,900

*All square footage is approximate



Wesley Glen Cottages 2026 Pricing

0% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Cedar	2/2	1548	\$618,800	\$5,700
Myrtle	2/2	1650	\$624,700	\$5,900
Poplar	2/2.5	1880	\$658,900	\$6,000
Redwood	2/2.5	2035	\$656,000	\$6,500

50% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Cedar	2/2	1548	\$913,400	\$5,700
Myrtle	2/2	1650	\$922,100	\$5,900
Poplar	2/2.5	1880	\$972,600	\$6,000
Redwood	2/2.5	2035	\$968,300	\$6,500

*All square footage is approximate



Wesley Glen Cottages (New Build) 2026 Pricing

0% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Spruce	2/2	1935	\$660,900	\$6,100
Sequoia	3/2	2158	\$735,400	\$6,600

50% Refundable Option

Style	Bed/Bath	Square Feet	Entrance Fee	Monthly Fee
Spruce	2/2	1935	\$975,500	\$6,100
Sequoia	3/2	2158	\$1,085,500	\$6,600

*All square footage is approximate

*Second Person Entrance Fee: \$40,000
Effective January 2026

*Second Person Monthly Fee: \$1,750
Prices Subject to Change

VII. SCHEDULE OF ATTACHMENTS

Attachment 1 - Statement of Relationship

Attachment 2 - Conflict of Interest Policy & Ethical Code of Conduct

Attachment 3 - Residence and Services Agreements – Independent Living

Attachment 4 - Ancillary Service Fees for 2026

Attachment 5 - Audited Balance Sheets and Income Statements and Unaudited

Balancesheet and Income Statement

Attachment 6 - 5-Year forecast of Revenues, Support Expenses, Cash Flow and
Assumptions and Financial Projection

Attachment 1

STATEMENT OF RELATIONSHIP

THIS STATEMENT OF RELATIONSHIP is made and entered into as of the 21st day of January, 1995 by and between the Western North Carolina Annual Conference of the United Methodist Church (the "Conference") and The Givens Estates, Inc. a nonprofit corporation organized and existing under the laws of the State of North Carolina (the "Affiliated Organization").

PRELIMINARY STATEMENT

The Conference is one of the annual conferences of The United Methodist Church. The term "The United Methodist Church" refers to the overall denomination and connectional relation and identity between its many local churches, the various conferences and their respective councils, boards and agencies, and other church units, which collectively constitute the religious system known as United Methodism. Under the Constitution and disciplinary procedures set forth in *The Book of Discipline of The United Methodist Church* (the "Discipline"), "The United Methodist Church" as a denominational whole is not an entity, nor does it possess legal capacities and attributes. It does not and cannot hold title to property, nor does it have any officer, agent, employee, office or location. Conferences, councils, boards, agencies, local churches and other units bearing the name "United Methodist" are, for the most part, legal entities capable of suing and being sued and possessed of legal capacities.

The connectional structure of the Church is maintained through the conferences. Each of the Annual Conferences (of which the Conference is one) is composed of an equal number of ministers and lay members elected by the local churches. In turn, there is one General Conference, composed of an equal number of ministers and lay members elected by the Annual Conferences. The *Discipline* is the book of law of the Church. The *Discipline* is the product of more than 200 years of the General Conferences of the denominations which now form the Church. Each General Conference amends, perfects, clarifies, and adds its own contribution to the *Discipline*. The *Discipline* reflects what is expected of its laity and clergy as they seek to be effective witnesses in the world as a part of the whole Body of Christ. (See paragraph 114 of the 1992 *Discipline*). The relationship set forth in this Statement of Relationship is solely and

exclusively between the Conference and the Affiliated Organization.

United Methodists give high priority to helping and healing ministries as a vital part of their Christian mission. In the United States alone, there are hundreds of helping and healing programs related to local churches, and there are also hundreds of institutional ministries of which the Affiliated Organization is one. United Methodists recognize the importance of operating, maintaining and protecting those institutional ministries as a vital means of carrying out the Christian mission of United Methodism. The health and welfare ministries embraced within this mission include services in the areas of child care, aging, health care and handicapping conditions.

United Methodists, the Conference and the various institutional ministries share a common interest that health and welfare ministries bearing the name United Methodist shall be demonstrably caring, quality missions of Christian service that operate in a manner consistent with the Social Principles and other pertinent provisions of the *Discipline*.

The Affiliated Organization is one of the health and welfare ministries of United Methodism within the boundaries of and affiliated with the Conference. The Affiliated organization was organized with the encouragement and approval of the Conference by individual members of the Church who were committed to the belief that the Affiliated Organization was needed to perform the ministry set forth in its charter (the "Ministry"). The Conference and the Affiliated Organization continue in that belief. The Ministry is among the Christian missions of United Methodism and of the Conference.

The purpose of this Statement of Relationship is to set forth an accurate statement of the relationship between the Conference and the Affiliated Organization.

NOW, THEREFORE, the Conference covenants and agrees with the Affiliated Organization and the Affiliated Organization covenants and agrees with the Conference that this Statement of Relationship, including the foregoing Preliminary Statement, is an accurate statement of the relationship between the Conference and the Affiliated Organization.

COVENANTS

1. Although the Conference and the Affiliated Organization share a common interest in carrying out the Christian mission of United Methodism and in the purposes of the Ministry of the Affiliated Organization, the Conference and the Affiliated Organization are separate, self-governing and independent. Neither is owned by the other nor is either the partner or agent of the other. The sole purpose of each of the parties in affiliating with the other as herein set out is that each believes this affiliation with the other is mutually beneficial to parties in the performance of their respective missions of Christian service. The parties hereto agree that under this affiliation:

- a. The members of the governing board of the Affiliated Organization shall be confirmed, elected, and/or selected by the Conference in accordance with the charter and bylaws, present and future, of the Affiliated Organization. The governing board of the Affiliated Organization includes among its members both United Methodist Ministers and laity within the Conference, and may include other persons as provided in its charter or bylaws.
- b. The Conference provides: (i) encouragement and support, including financial support to the extent deemed appropriate and feasible by the Conference; (ii) opportunities for the interchange of information and ideas among persons and institutions performing similar work and for the development of the Ministry goals and criteria; (iii) authorization for the Affiliated Organization to identify itself as an organization affiliated with the Conference; and (iv) an opportunity for the Affiliated Organization to report on the Ministry to each regular session of the Conference.
- c. The Affiliated Organization undertakes: (i) to fulfill its mission of Christian service in a manner that is consistent with the Social Principles and other pertinent provisions of the *Discipline*, and acceptable to those whom it would serve and to members of the Church in the Conference; and (ii) to the extent it deems appropriate, to utilize services of the Conference and the Church available to the Affiliated Organization in performing its Ministry.
- d. The Affiliated Organization, desirous of gaining maximum benefit from its affiliation with the Conference and to satisfy the Conference that it continues to operate

in a manner worthy of a United Methodist ministry, will continue to provide to the Conference such of the following as may be requested or desired by the Conference: (i) information that may be of interest to other similar ministries; (ii) copies of regular operational and financial reports; and (iii) other information regarding plans, services and ministries of the Affiliated Organization.

2. The Conference is not contractually or legally committed to provide any particular level or amount of financial support to the Affiliated Organization. Any support that the Conference does or may provide to the Affiliated Organization is, and shall be, voluntary, as determined, from time to time, solely by the Conference. The Conference has no authority to require the Affiliated Organization to assume any contractual, financial or other obligation; nor may the Conference accept or assume any such obligation in the name of the Affiliated Organization. Similarly, the Affiliated Organization has no authority to accept or assume any such obligation in the name of the Conference. Both agree that the Conference shall have no obligation or responsibility for or with respect to any contract, commitment or liability of the Affiliated Organization.

3. Church-wide solicitation (that is, solicitations addressed to the general membership of a local church) within or through local United Methodist churches of the Conference are not to be made by the Affiliated Organization except as heretofore or hereafter approved by the Conference or the resident bishop. Other solicitations, such as solicitations of individuals and entities, whether or not church members or church-related, are matters between the Affiliated Organization and the parties solicited and do not require the approval of the Conference.

4. If the affiliation between the Conference and the Affiliated Organization should at any time become unacceptable to them, or to one of them, they or either of them may sever the affiliation between them and thereafter operate entirely independently of the other. If action to sever the relationship is taken by one party only, that party shall give prompt written notice of the severance of the relationship to the other party.

5. In the event of the dissolution of the Affiliated Organization, its assets may be conveyed to the Conference or as otherwise provided in the charter of the Affiliated Organization.

6. This Statement of Relationship shall be subject to review and amendment as such times and in such manner as may be mutually agreeable to the Conference and the Affiliated Organization.

This Statement of Relationship supersedes the Statement of Relationship between the parties that was executed by the Conference on the 15th day of August, 1986 and by the Affiliated Organization on the 25th day of July, 1986.

IN WITNESS WHEREOF, each of the parties hereto has caused this Statement of Relationship to be executed in its name on the date set opposite its name below.

WESTERN NORTH CAROLINA ANNUAL CONFERENCE
OF THE UNITED METHODIST CHURCH

Date: 4/27/95

By: M. W. Bond By: L. Steve Faure
Its: CFA President Its: Bishop

CONFERENCE

ATTEST:

By: W. D. Wagoner Jr.
Its: Treasurer

THE GIVENS ESTATES, INC.

Date: January 21, 1995

By: Richard D. Wagoner, Jr.
Its: President and Chairperson

AFFILIATED ORGANIZATION

ATTEST:

By: Frances C. Wagoner
Its: Secretary

(Corporate Seal)

Attachment 2



Conflict of Interest Policy and Ethical Code of Conduct

Conflict of Interest Policy

The Board of Directors (the "Board") of The Givens Estates, Inc., Givens Housing Corporation, and Givens Affordable Communities, Inc. ("Givens" or "Corporations") are entrusted with responsibilities which require integrity, competence and caring concern in supervising the affairs of the Corporations. The Board has the duty to place the interest of the Corporations before anything else when acting in their fiduciary capacity. This undivided loyalty means Board members are to be objective in decision making, unbiased in their approach to issues, free from ulterior motives or external control, and lack any conflict of interest when choosing between options. Pursuant to the Internal Revenue Code of 1986 as amended (the "Code"), and with conflict of interest policies recommended by the Internal Revenue Service for 501(c)(3) tax exempt organizations, the Board establishes the policy that service on the Board of Givens or as an officer or employee of these Corporations, shall not be used as a means for securing excessive private benefit or inurement to the detriment of the mission of the Corporations.

Section 1 Procedure for Directors. No Director who is a vendor of goods or services to the Corporations or is affiliated (as defined below) with any vendor of goods or services to the Corporations shall vote on, or participate in the administration of, any contract or other arrangement with such vendor. No Director who is a recipient of goods or services from the Corporations or is affiliated (as defined below) with a recipient of goods or services from the Corporations shall vote on, or participate in the administration of, any contract or other arrangement with such recipient. A Director shall, upon request of any other Director, leave any meeting for the period of time the Board is discussing any arrangement with which he or she has a financial interest or affiliation. Nothing herein shall prevent a Director who has a financial interest or is affiliated with a recipient of goods or services from the Corporations from participating in discussions or decisions relating to the scope or quality of goods or services provided generally to such recipient and other clients similarly situated.

Section 2 Disclosure. A Director shall disclose to the Board any financial interest or affiliation with an existing or proposed vendor or recipient of goods or services at any time when such Director becomes aware of a financial interest or affiliation that has not previously been disclosed. Where a Director is unsure whether a financial interest or affiliation exists, he or she shall disclose the relevant facts to the Board, and shall abide by the decision of the Board as to the existence or non-existence of an interest or affiliation and any conflict of interest.

Section 3 Procedure for Officers and Employees. No officer or employee of the Corporations shall, without previous approval of the Board, be, or be affiliated with, either a vendor of goods or services to, or recipient of goods or services from the Corporations.

Section 4 Definitions.

(a) A person shall be deemed to be affiliated with an entity if the person

- (i) serves as a member of a governing body of the entity,
- (ii) serves as an officer or employee of the entity,
- (iii) has a financial interest in the entity, or
- (iv) has a spouse, parent, sibling, child, or member of the immediate

household who holds such a position or has such an interest. However, no person shall be deemed to be affiliated with the Director or officer or any other affiliate of the Corporations so long as his or her interest with the Director or officer or affiliate is known to the Board.

(b) A person shall be deemed to be affiliated with an individual if such individual is a spouse, parent, sibling, child, or member of the immediate household of such individual or has a financial interest with such individual.

(c) If a person is an interested person or affiliated with an interested person with respect to any entity in which the Corporations are a part, he or she is an interested person with respect to all entities in the Corporations.

(d) An interested person is any Director, officer, or member of a committee with Board delegated powers, who has a direct or indirect financial interest, as defined below in Section 4e.

(e) A person has a financial interest if the person has, directly or indirectly, through business, investment or family, or through an affiliated person:

- (i) An ownership or investment interest in any entity with which the Corporations have a transaction or arrangement;
- (ii) A compensation arrangement with the Corporations or with any entity or individual with which the Corporations have a transaction or arrangement; or
- (iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporations are negotiating a transaction or arrangement.

Compensation includes direct or indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the Board decides that a conflict exists under the procedures set forth in Sections 2, 3 or 4 above.

Code of Conduct

All Board Members

- Shall perform their duties in good faith and to the best of their ability, refrain from any illegal conduct and seek guidance from the Board Chair, Chief Executive Officer or the Compliance Officer when uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity.
- No Director should accept any gift, gratuity, or service of any special favor from any person or persons, agents, or businesses which provide or receive goods and services or which seek to provide or receive goods and services to or from Givens organizations. However, minor courtesies such as luncheons, dinners or similar arrangements in connection with business discussions may be received.
- Shall not destroy or alter Givens information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- Shall not engage in any business practice intended to unlawfully obtain favorable treatment or business from any government entity, physician, resident, vendor, or any other party in a position to provide such treatment or business;
- Shall not enter into loans or other matters of personal financial interest with Givens.
- Shall not use confidential or proprietary information of Givens, for their own personal benefit or for the benefit of any other person or entity; except Givens, during or after serving as a Board Member for Givens;
- Shall not disclose confidential or personal information pertaining to a resident, without the express written consent of the resident or appropriate legal representative, and in accordance with applicable law and Givens' policies and procedures;
- Shall not participate in any agreement or understanding (including agreements based on a course of conduct) with a competitor of Givens, to illegally fix prices, agree on labor costs, allocate markets, or engage in group boycotts. Before considering any agreements or entering into discussions with competitor concerning any of these issues, all Board Members shall first speak with the Board Chair, Chief Executive Officer or the Compliance Officer, regarding the matter, and obtain the advice of the Compliance Officer concerning anti-trust issues;
- Shall participate in scheduled training regarding Givens compliance program and applicable state and federal laws and standards;
- Shall comply with all Givens policies governing the workplace. These include, among others, Givens policies governing:

Sexual harassment; drug and alcohol use and testing; confidentiality of medical, personnel, and similar information; political contributions; personal use of company equipment, products, and/or services; conflicts of interest; trading in securities (where applicable); and/or compliance with specific federal laws;

- Shall promptly report all violations of this Code of Conduct to Givens' Compliance Officer through a written report, telephone call to the hotline at 828-771-2220, or via email to

corporatecompliance@givensestates.org. The caller or author may report such information anonymously;

- Shall notify the Board Chair, Chief Executive Officer, or the Compliance Officer, immediately upon receipt (at work or home) of an inquiry, subpoena, or other agency or government request for information regarding Givens;
- Shall not fail to report an accident involving a resident, visitor, or employee;
- Shall not, engage in any action, activity or enterprise, that is inconsistent, incompatible, or in moral, legal, or practical conflict with duties, functions and responsibilities as a Givens Board Member; and
- Shall not violate a resident's rights as granted in the "Resident's Bill of Rights".

Attachment 3

RESIDENCE AND SERVICES AGREEMENT

Givens Aldersgate Charlotte, North Carolina

This Residence and Services Agreement (hereinafter called the "Agreement") is made this _____ day of _____, 2025, by and between Givens Aldersgate "Provider", a subsidiary of The Givens Estates, Inc. a North Carolina non-profit corporation, and _____ (hereinafter called "Resident", "You". or "Your") for occupancy of the residence located at _____ (hereinafter called the "Residence").

Residences in Givens Aldersgate consist of Epworth Apartments, Francis Apartments, Gateway Apartments, Azalea View Cottages, Lake Ridge Cottages and Wesley Glen Cottages. Community amenities include dining rooms, deli/caf , multi-purpose room, craft room, exercise room, library, living rooms and administrative space.

You and Givens Aldersgate agree as follows:

I. RESIDENCE, COMMON AREAS AND AMENITIES, PROGRAMS AND SERVICES

- A. Your Residence.** You shall have the exclusive right to occupy, use, and enjoy the Residence described above and in Schedule I, attached.
- B. Furnishings in Your Residence.** Givens Aldersgate will provide in most Residences wall-to-wall carpeting, vinyl flooring in kitchen and bath(s), refrigerator with ice maker, stove, oven, microwave, hood vent, dishwasher, washer and dryer, garbage disposal, prewiring for telephone and cable services, and other features and fixtures as described in Givens Aldersgate current literature. All other furniture, furnishings, decorations, bed and bath linens, and other personal property will be provided by You. Epworth Apartments may not include stove, oven, dishwasher, hood vent or washer and dryer.
- C. Options and Custom Features in Your Residence.** You may select certain options and custom features in Your Residence for an additional charge. Givens Aldersgate will present you with a written quote specific to your options and custom feature request detailing the prices. The cost of options and custom features selected will be paid by You at the time of selection and will become part of the Residence and the property of Givens Aldersgate. The value of such improvements will not be considered in computing Entrance Fee refunds, unless specifically agreed to in an Addendum to this Agreement. All options and custom features must be approved by Givens Aldersgate administration in advance of the changes made. Options and custom features must be selected and agreed upon within fourteen (14) days of the date of this agreement or once

all quotes have been received, whichever is later. If changes to options and custom features occur after that time, Your obligation to take Occupancy of the Residence and begin paying the Monthly Fee as of the Date of Occupancy (in Paragraph II.A) do not change, even if the options and custom features are not completed at the Date of Occupancy.

D. Common Areas and Amenities. Givens Aldersgate common areas and amenities are for the use and benefit of all residents and include a central dining room, café/deli, library, mailboxes, multi-purpose room, lounges, activity areas, arts and crafts room, woodworking shop, beauty/barber shop, walking areas, exercise areas and community garden.

E. Parking. Givens Aldersgate will provide parking areas for Your personal vehicle (a minimum of one space for each Residence). There is no “reserved” parking for apartments.

F. Services and Programs.

- 1. Utilities.** The monthly fee includes the cost of heating, air conditioning, electricity, water, sewer, trash removal, basic cable TV, internet, phone and standard municipal services. You are responsible for any costs related to telephone, internet and cable television service beyond that provided by Givens Aldersgate.
- 2. Meals.** Givens Aldersgate will make available to each resident a monthly declining dining amount as stated in Schedule II. A maximum carryover of one (1) month’s dining dollars per person is allowed from month to month; any dining dollar amount in excess of the maximum allowed will expire at the month’s end. Any additional charged amounts above the monthly allowance will be added to your monthly fee.
- 3. Housekeeping Services.** The Monthly Fee includes weekly housekeeping services. Services that include vacuuming, light dusting, dusting and mopping hard surface flooring, wipe-down of kitchen counter tops, cleaning of bathrooms, trash removal and changing of bed linens provided by you. The amount of time allotted for each residence is determined by the size of residence. Additional housekeeping is available for an extra fee.
- 4. Groundskeeping.** Givens Aldersgate will furnish basic grounds keeping service, including lawn, tree and shrubbery care as part of the Monthly Fee. Subject to prior approval by Givens Aldersgate, You may plant and maintain certain garden areas adjacent to Your Residence and elsewhere as designated by Givens Aldersgate.
- 5. Maintenance and Repairs.** Givens Aldersgate will maintain and repair improvements, furnishings, appliances, and equipment owned by Givens Aldersgate as part of the Monthly Fee. You will be responsible for the cost of

repairing damage to property of Givens Aldersgate caused by You or any of Your guests, ordinary wear and tear excepted.

6. **Transportation.** The Monthly Fee will include local group transportation for residents on a regular, scheduled basis for shopping and activities. Transportation for medical, personal or special group trips is available for an extra fee.
7. **Security.** Givens Aldersgate will provide security, emergency response by trained Givens Aldersgate staff, smoke detectors in each Residence, a fire alarm system (Apartments Only), and an emergency call system.
8. **Activities.** Givens Aldersgate will provide scheduled social, recreational, spiritual, educational and cultural activities; arts and crafts; exercise and health programs; and other activities designed to meet residents' interests. Some activities may require an extra fee.
9. **Other Services and Programs at Additional Charge.** Other services and programs will be available to You at Your expense, including, but not limited to those previously mentioned, beauty and barber services, home care services, personal laundry, special transportation, repairs of personal property, and other special services performed for You beyond the normal scope of services offered by Givens Aldersgate. The availability and charges for some additional services are itemized in Givens Aldersgate current literature.
10. **Notice of Change in Scope of Services.** Except for changes required by law, Givens Aldersgate will notify You of any proposed change in the scope of services provided in this Agreement at least thirty (30) days before such change is effective. No change relating to a service included in the Monthly Fee under the terms of this Agreement shall be effective unless (a) consented to by Resident or (b) a reasonable adjustment is made in the Monthly Fee.

G. Health Services

1. **Health Care Accommodations and Services.** Givens Aldersgate may choose to provide accommodations, equipment, staffing, programs, services and supervision necessary for licensed nursing care (collectively, the "Health Care Residences"). The Health Care Residences and services, if and when provided by Givens Aldersgate, are available to You either temporarily or permanently on a space available basis, if needed, as determined by Givens Aldersgate. Charges will be in accordance with Paragraph F.1. Residents of Givens Aldersgate have priority access to all Health Care Residences and services before non-residents.
2. **Wellness Clinic.** A wellness clinic for certain consultations, screenings, and appointments is available to You as scheduled and provided by Givens Aldersgate.

3. **Staffing.** Nursing care appropriate to your needs may be provided by Givens Aldersgate for an additional fee.
4. **Medical Director.** The overall coordination and supervision of health care services within Givens Aldersgate will be provided by a Medical Director, who will be a licensed physician selected by Givens Aldersgate.
5. **Charges.** Charges for the Health Care Residences and services described above in this Paragraph shall be as set forth in Paragraph III. F. 1. of this Agreement.
6. **Health Care Services for an Additional Fee.** Other health services may be available to You at Your expense, including but not limited to pharmacy services, home care services, laboratory tests, physical therapy, occupational therapy, speech therapy, therapeutic activities, rehabilitative treatments, and wheelchairs and other medical equipment and supplies. The costs of such services are in addition to the charges described in Paragraph III. F. 1.
7. **Personal Physician.** You will choose a personal physician who has admission privileges at a local hospital, in the event that You need to be hospitalized. You are responsible for the cost of physician services and all related medical and non-medical expenses.

II. DATE OF OCCUPANCY AND OCCUPANCY

- A. **Date of Occupancy.** The Date of Occupancy will be the date established by Givens Aldersgate based on when the Residence chosen by You is available for occupancy and You pay the ten percent (10%) Deposit as described in paragraph III.B.1 and sign this agreement. The Date of Occupancy will be no later than sixty (60) days from the date of this agreement unless otherwise noted. You will be expected to take Occupancy of the Residence and begin paying the Monthly Fee as of the Date of Occupancy. The Balance of the Entrance Fee is due on or prior to the Date of Occupancy, as described in Paragraph III.B.2.
- B. **Occupancy.** As used in this Agreement, “Occupancy” will have occurred when You have signed this Agreement and have paid the Entrance Fee in full as described in Paragraph III.B.2 and have paid a full month Monthly Fee, as described in Paragraph III.C. Upon Occupancy, Givens Aldersgate will be obligated to provide You with the services outlined in this Agreement.

III. FINANCIAL ARRANGEMENTS

- A. **Entrance Fee.** As a condition of becoming a Resident, You agree to pay to Givens Aldersgate an Entrance Fee for the Residence as set forth in Schedule I (unless You have chosen the No Entrance Fee Option), attached.
- B. **Terms of Payment of the Entrance Fee.** If an Entrance Fee is to be paid, the terms of payment of the Entrance Fee shall be as follows:

1. **10 Percent Deposit.** To reserve Your Residence, You will make application to Givens Aldersgate, pay a deposit equal to ten percent (10%) of the total Entrance Fee for Your Residence (less any Application Fee if previously paid, of one thousand five hundred dollars (\$1,500.00)), and enter into this Agreement. You will receive notice of Your approval within fourteen (14) days of submitting Your application.
2. **Balance of the Entrance Fee.** The Balance of the total Entrance Fee for the Residence will be due and payable prior to or on the Date of Occupancy, unless otherwise agreed to in writing by Givens Aldersgate.

C. Monthly Fee. In addition to the Entrance Fee (or if the No Entrance Fee Option is chosen), You agree to pay a Monthly Fee upon Occupancy for the term of this Agreement. The Monthly Fee shall be payable in advance by the tenth (10th) business day of each month. Your Monthly Fee will be as set forth in Schedule I, attached, subject to adjustments and additional costs described in this Agreement.

D. Adjustments in the Monthly Fee. The Monthly Fee is paid to provide the facilities, programs, and services described in this Agreement, and is intended to cover costs of the expenses associated with the operation and management of Givens Aldersgate. Givens Aldersgate, with the approval of its Board of Directors, may increase the Monthly Fee from time to time during the term of this Agreement. Monthly Fees will be adjusted as required, consistent with operating on a sound financial basis and maintaining quality service. You will receive a thirty (30) day advance notice of increases in the Monthly Fee or other charges.

E. Monthly Statements. Givens Aldersgate will furnish You a Monthly Statement showing the Monthly Fee payable for the month in advance, and any additional charges from the previous month, payable by the tenth (10th) business day of the current month. Givens Aldersgate may charge, and You agree to pay promptly, interest at a rate of one and one-half percent per month on any unpaid balance owed by You thirty 30 days after the monthly statement is dated.

F. Health Care Charges.

1. **Fee for Services.** Upon permanently occupying a Health Care Residence, You will surrender the Residence herein and will no longer pay the Monthly Fee for the Residence. Instead You will pay the published current per diem fee for such Health Care Residence. Upon temporarily occupying a Health Care Residence, You will continue to pay the Monthly Fee for the Residence herein and You will pay the published current per diem fee for such Health Care Residence for the period of time that You occupy same. Such per diem fee shall cover the cost of services described in Paragraph I.G. You may pay additional charges for ancillary services as described in Paragraph III.F.3.
2. **Use of Refundable Portion of the Entrance Fee.** Should You move permanently to a Health Care Residence, the remaining refundable portion of an Entrance Fee due to You as a refund can be applied to the cost of care in the

Health Care Residence. Entrance Fee refunds will not be paid directly to any other health care facility besides Givens Aldersgate.

3. **Additional Charges for Ancillary Health Care Services.** You will be responsible for prompt payment of all additional charges for ancillary health care services provided at Givens Aldersgate. Ancillary services will include all services not provided by the staff of Givens Aldersgate and not included in the per diem fee. Examples of additional charges include, but are not limited to, the cost of prescription and non-prescription medications, physical examinations, laboratory tests, physical therapy, home health care, occupational therapy, rehabilitative treatments, wheelchairs and other medical equipment and supplies.
4. **Care in Another Facility.** Should You need a level of care or health services beyond that provided at Givens Aldersgate, as determined by Givens Aldersgate, and require transfer to another facility, You will be responsible for all expenses of such transfer and services.

IV. ADMISSION REQUIREMENTS AND PROCEDURES

- A. **Age.** Residents shall be fifty-five (55) years of age or older. If Resident is a couple, at least one member of the couple must be fifty-five (55) years of age at the time of Occupancy.
- B. **Application Forms.** You will provide an Application for Admission, a Personal Health History and a Confidential Financial Statement, all on forms furnished by Givens Aldersgate for initial approval by Givens Aldersgate.
- C. **Personal Interview.** You shall have an interview with a Marketing Representative and the Home Care Coordinator from Givens Aldersgate prior to Occupancy. Upon review of all information required to be furnished herein, additional personal interviews may be requested by You or Givens Aldersgate.
- D. **Approval Process.** Upon receipt of the completed Application Forms and the personal interview with both Marketing Representative and the Home Care Coordinator, Givens Aldersgate will review Your information and Your Physician's Examination Report as a basis for initial acceptance. Givens Aldersgate will approve or deny the application for initial admission within thirty (30) days after receiving the completed forms and will provide You with a decision thereafter.
- E. **Health Requirements.** Within thirty (30) days of the date of this agreement, You will provide Givens Aldersgate with a Physician's Examination Report completed by Your personal physician. Such report shall include a statement by the physician that You are able to live independently and undertake ongoing activities of daily living. Givens Aldersgate may now or in the future additionally require a history and physical from Your physician to include physician progress notes. Givens Aldersgate may require You to have another physical examination by a physician approved by Givens Aldersgate if

additional information is necessary. You shall be responsible for the cost of such physical examinations. If You do not meet the criteria for independent living established by Givens Aldersgate, You may move to other accommodations within Givens Aldersgate more suitable to Your needs, or terminate this Agreement.

F. **Financial Requirements.** You must have assets and income sufficient to pay Your financial obligations under this Agreement and to meet Your ordinary living expenses. Givens Aldersgate may require You to furnish additional or updated financial information prior to Occupancy. If you become unable to pay Your financial obligations under this Agreement, Givens Aldersgate has policies in place regarding financial assistance available to residents, which Givens Aldersgate may amend from time to time.

G. **Representations.** You affirm that the representations made in all information furnished by You to Givens Aldersgate, including the Application for Waiting List, Personal Health History, Confidential Financial Statement and Physician's Examination Report, are true and correct and may be relied upon by Givens Aldersgate as a basis for entering into this Agreement.

H. **Statement as to Non-Discrimination.** Givens Aldersgate shall not limit residency to persons on the basis of gender, gender identity, age, marital status, sexual orientation, race, color, religion, national origin, disability or military status. We are committed to providing an inclusive and welcoming environment for all members of our residents, staff, volunteers, subcontractors and vendors.

V. TERMS OF RESIDENCY

A. **Rights of Resident.** This Agreement is and shall be construed only as a revocable license. Subject to the terms and provisions of this Agreement, You have the right to occupy, use, and enjoy the Residence, common areas, amenities, programs and services of Givens Aldersgate during the term of this Agreement. It is understood that this Agreement does not transfer or grant any right, title or interest in the real or personal property owned or administered by Givens Aldersgate other than the rights and privileges as described in this Agreement. Nothing in this Agreement shall be construed to create a lease or the relationship of landlord and tenant between Givens Aldersgate and You.

B. **Policies and Procedures.** All residents shall abide by Givens Aldersgate policies and procedures, including such amendments, modifications and changes to Guidelines for Living and Policies and Procedures Handbook as may be adopted by Givens Aldersgate. Such Guidelines shall be made readily available to You.

C. **Changes in the Residence and the Agreement.** Givens Aldersgate has the right to change the Residence and/or the Agreement when and to the limited extent required to comply with the requirements of any applicable statutes, laws or regulations. The Residence may not be used in any manner in violation of any zoning ordinances or other governmental law or regulation.

D. **Visitors.** Short-term visitors and guests may stay in Your Residence for limited stays.

No person other than You may reside in the Residence without the approval of Givens Aldersgate.

E. Occupancy by Two Residents. When two (2) Residents occupy a Residence and one of them no longer resides in the Residence, whether as a result of death or otherwise, or in the event of the termination of this Agreement with respect to one of the Residents, this Agreement shall continue in effect for the remaining Resident. The remaining Resident will thereafter pay the Single Person Monthly Fee associated with the Residence. No Entrance Fee refunds, if due, shall be paid to the remaining Resident until the Residence is vacated as described in Paragraph VII.F.

F. Request by You for Change in Residence. You may request a change in Residence at any time. Givens Aldersgate carefully considers such requests, including but not limited to such factors as Resident's health, Resident's finances, availability of requested type of Residence and waiting lists. Resident must agree to pay the difference in the Entrance Fee and Monthly Fee between the requested Residence and the current Residence. Givens Aldersgate may require You to enter into a new or amended Residence and Services Agreement for the new Residence. The Entrance Fee refund percentage selected at initial occupancy remains in effect during a change in residence and is applicable to any additional amounts paid as a result of the change.

1. **Move to Another Residence.** Should You be approved by Givens Aldersgate to move to a subsequent Residence, You will pay the Monthly Fee associated with the subsequent Residence. Even if the Entrance Fee for the original Residence, when You began to occupy it, was greater than the current Entrance Fee for the subsequent Residence, You will not be entitled to a refund as a result of the difference between such Entrance Fees. If, however, the Entrance Fee for the original Residence, when You began to occupy it, was less than the current Entrance Fee for the subsequent Residence, You will pay an amount equal to the difference between the Entrance Fee of the original Residence that You paid and the current Entrance Fee of the subsequent Residence.

G. Change in Residence at Option of Givens Aldersgate. If Givens Aldersgate reasonably determines that Your Residence needs to be vacated to permit repairs or renovations thereto, or needs to be modified or reconfigured to accommodate a new or different use of the Residence, or as a result of any other circumstances reasonably determined by Givens Aldersgate to justify such transfer, including for the protection of Your health and safety or the general and economic welfare of other residents, Givens Aldersgate may move You to a new Residence of a similar size provided that Givens Aldersgate (i) advises You prior to undertaking any such move, (ii) gives You reasonable notice of and time to prepare for such move, (iii) incurs all the costs of such move, (iv) arranges for the prompt and convenient moving of Your personal furnishings, and (v) either provides in such new Residence optional custom improvements comparable to those provided in Your original Residence or, at Your option, reimburses You for the depreciated value of such improvements.

H. Loss of Property. Givens Aldersgate shall not be responsible for the loss of any property belonging to You due to theft, mysterious disappearance, fire or any other cause. You will be responsible for securing personal property insurance.

I. Medical Insurance. You shall maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to Givens Aldersgate and shall furnish Givens Aldersgate with evidence of such coverage (e.g. Federal Government employees who subscribe to Federal Blue Cross Blue Shield).

J. Marriage or Adding a Second Person During Occupancy. Should You marry or add a second person who is also a Resident of Givens Aldersgate, the two of You may occupy either Residence and shall surrender the unoccupied Residence. You will pay the Double Person Monthly Fee upon Occupancy by both of You in the chosen Residence. No Entrance Fee refunds, if due, shall be paid until Givens Aldersgate receives a replacement Entrance Fee for the vacated Residence or twenty-four (24) months after Termination by Resident (whichever occurs first), and removal of all personal belongings. Refunds are made in accordance with this Agreement.
If You should marry a person or add a second person who is not a resident of Givens Aldersgate, they may become a resident if they meet all the requirements for admission, enters into a Residence and Services Agreement with Givens Aldersgate, and pays an Entrance Fee equal to the then-current Double Person Entrance Fee (if You paid an Entrance Fee) and shall pay the Double Person Monthly Fee. If they do not meet the requirements of Givens Aldersgate for admission as a resident, You may terminate this Agreement in the same manner as provided in Paragraph VII. B. with respect to a voluntary termination, or they may be approved for admission under special circumstances as agreed to in writing by Givens Aldersgate and You. Refunds are made in accordance with this Agreement.

K. Right of Entry. You authorize employees or agents of Givens Aldersgate to enter the Residence for the purposes of housekeeping, repairs, maintenance, inspection, and in the event of an emergency. Givens Aldersgate will always endeavor to maintain Your privacy and the privacy of the Residence. For Your safety, You agree not to replace or add any locks to the Residence.

L. Residents' Organizations. Residents of Givens Aldersgate are free to join a Residents' Corporation that is open to all residents. Such organization will elect representatives, officers, and other positions to engage in activities of interest to all residents.

VI. TRANSFERS OR CHANGES IN LEVELS OF CARE

A. Transfer to a Health Care Residence. Givens Aldersgate recognizes the right of self-determination of the Resident and will attempt to involve the Resident or the Resident's representative in all decisions related to transfers and changes in level of care. Givens Aldersgate shall have authority to determine whether You should be transferred from Your Residence to a Health Care Residence, or from one level of care to another within Givens Aldersgate, in cases of potential harm to Yourself or others, to assure the health

and wellbeing of You and others, or to provide for the highest quality of life possible. Such determination shall be based on the opinion of the Givens Aldersgate administration and/or the Givens Aldersgate Medical Director and shall be made after consultation with You and Your representative and Your attending physician. Such decisions shall be made only in Your best interest and in the best interest of the larger community as determined by Givens Aldersgate.

- B. **Transfer to Other Facility.** If it is determined by Givens Aldersgate that You need care beyond that which can be provided by Givens Aldersgate, You may be transferred to a hospital or institution equipped to give such care at Your expense. Such transfer will be made only after consultation with You and/or Your representative and attending physician.
- C. **Surrender of Residence.** If a reasonable determination is made by Givens Aldersgate that any transfer described in Paragraph VI.A. is or is highly likely to be permanent; You agree to surrender Your Residence. You will have priority to move to such Health Care Residences, determined to best meet your needs, as soon as such is available.

VII. TERMINATION AND REFUND PROVISIONS

A. Termination by Resident Prior to Occupancy.

- 1. **Termination During First 30 Days and Before Occupancy.** This Agreement may be terminated by You for any reason within thirty (30) days following the later of the execution of this contract or the receipt of a disclosure statement and You are not required to move into the facility during this period. Any monies paid by You shall be refunded in full less any non-standard costs incurred at Your request. Any such refund shall be paid by Givens Aldersgate within ten (10) business days following receipt of written notification of such termination by You to: Director of Marketing, Givens Aldersgate, 3800 Shamrock Drive, Charlotte, NC 28215
- 2. **Termination Before Occupancy Due to Death, Illness** This Agreement is automatically canceled if You die before occupying the Residence, or if, on account of illness, injury, or incapacity, You would be precluded from occupying the Residence under the terms of this Agreement.
- 3. **Termination After First 30 days and Before Occupancy.** This Agreement may be terminated by You for any reason after thirty (30) Days from entering into this Agreement and prior to Occupancy, including in the event that the Residency is not available for occupancy, by giving written notice to Givens Aldersgate. In the event of such termination, You will receive a refund of Your ten percent (10%) Deposit, less a nonrefundable fee equal to the greater of Three Thousand Dollars (\$3000) or two percent (2%) of the total amount of the Entrance Fee chosen for Your Residence. The Agreement will be automatically canceled to comply with NCGS 58-64-25(a)(2) and the nonrefundable fee will not be charged to You if such termination is due to death, death of Your spouse or second person, or because Your physical, mental or financial condition makes You ineligible for admission.

Any such refund shall be paid by Givens Aldersgate within ten (10) business days following receipt of written notification of such termination.

B. Termination by Resident During the First 30 Days After Occupancy. Within the first 30 days after occupancy, the resident may terminate this Agreement by giving Givens Aldersgate written notice of such termination. For rescinded or cancelled agreements the resident or resident's legal representative shall receive a refund of all money or property transferred to Givens Aldersgate, less (i) periodic charges specified in the agreement and applicable only to the period the residence was actually occupied by the resident; (ii) those nonstandard costs specifically incurred by Givens Aldersgate at the request of the resident and described in the agreement or any agreement amendment signed by the resident; (iii) nonrefundable fees as set out in paragraph VII.E of the agreement; and (iv) a reasonable service charge, as set out in the agreement, not to exceed the greater of three thousand dollars (\$3,000) or two percent (2%) of the Entrance Fee.

C. Termination Upon Death After Occupancy. In the event of death of a single Resident, or of the survivor of two Residents, at any time after Occupancy, this Agreement shall terminate and the refund of the Entrance Fee (if due) shall be determined according to Paragraph VII.E. below.

D. Termination by Givens Aldersgate After Occupancy.
Givens Aldersgate may terminate this Agreement at any time if there has been a material misrepresentation or omission made by You in Your Application for Waiting List, Personal Health History, Confidential Financial Statement, or Physician's Examination Report; if You fail to make payment to Givens Aldersgate of any fees or charges due within sixty (60) days of the date when due; or if You do not abide by the rules and regulations adopted by Givens Aldersgate, or breach any of the terms and conditions of this Agreement. In the event of termination due to any of such causes, the refund of the Entrance Fee paid to You, if due, shall be determined according to Paragraph VII.E. below.

E. Amortization of the Entrance Fee. If an Entrance Fee Option is chosen, Your Entrance Fee may be partially refundable. The portion of the Entrance Fee that is refundable to You will decline over time, at a specific percentage upon the date of Occupancy of the Residence and the balance declining on the first (1st) day of each calendar month thereafter at a rate based upon the Entrance Fee Option chosen until Your selected refund percentage remains at zero percent (0%) or fifty percent (50%). The rate at which the Entrance Fee declines is outlined in Schedule I. Regardless of the reason for termination, you are entitled to Your Entrance Fee refund, less any non-standard costs requested by You, except as otherwise provided by this Agreement.

F. Payment of Refunds. Entrance Fee refunds, if due, will be paid upon Your vacating the Residence or in case of dual occupancy both vacating the Residence; the removal of all personal property; and upon the receipt by Givens Aldersgate of a replacement resident for the Residence or the expiration of twenty-four (24) months after Termination of this Agreement by the Resident (whichever occurs first).

G. Condition of Residence. Upon vacating the Residence, You shall leave it in good condition except for normal wear and tear. You or Your estate shall be liable to Givens Aldersgate

for costs required to restore the Residence to good condition or standard condition, except for normal wear and tear, and for the removal and disposition of abandoned personal belongings. Such costs will be deducted from the refundable portion of the Entrance Fee due to You (if due), or added to your final statement if no refund is due.

H. Changes to Residence. After the Date of Occupancy, any structural or physical changes to the Residence directed by you (including alterations such as construction of bookshelves or redecoration such as painting or wallpapering) will require the prior approval of Givens Aldersgate and will be made only under Givens Aldersgate supervision and direction. The cost of any change requested by You shall be at Your expense. Givens Aldersgate may require, as a condition of approval of a requested change, that You either (i) agree to bear the cost of restoring the Residence to its original condition upon termination of Your occupancy of the Residence or (ii) prepay the estimated cost of restoring the Residence to its original condition. All structural improvements shall belong to Givens Aldersgate.

VIII. FINANCIAL ASSISTANCE

Givens Aldersgate has established a Supplemental Assistance Fund to allow a limited number of residents to continue to live at Givens Aldersgate after their assets may have been depleted. The policies relating to financial assistance are determined by the Board of Directors. The amount of assistance is determined on an individual basis and there is no guarantee of assistance to any individual Resident.

IX. GENERAL

A. Tobacco-free Campus. The Givens Aldersgate campus and residences are tobacco-free, which includes vaping.

B. Assignment. Your rights and privileges under this Agreement to the Residence, common areas and amenities, services and programs of Givens Aldersgate are personal to You and may not be transferred or assigned by You.

C. Management of Givens Aldersgate. The absolute rights of management are reserved by Givens Aldersgate, its Board of Directors, and its administrators as delegated by the Board of Directors. Givens Aldersgate reserves the right to accept or reject any person for residency. Residents do not have the right to determine admission or terms of admission for any other Resident.

D. Entire Agreement. This Agreement constitutes the entire contract between Givens Aldersgate and You. Givens Aldersgate shall not be liable or bound in any manner by any statements, representations, or promises made by any person representing or purporting to represent Givens Aldersgate, unless such statements, representations, or promises are set forth in this Agreement or its duly executed Schedules and Addenda.

E. Successors and Assigns. Except as set forth herein, this Agreement shall bind and inure to the benefit of the successors and assigns of Givens Aldersgate and Your heirs, executors, administrators, and assigns.

F. **Subordination to Financing.** The Resident's rights under this Agreement shall at all times be subordinate to the rights of any bona fide lender under any mortgage, deed of trust or other security interest, now existing or hereafter created, on any of the property of Givens Aldersgate and to all amendments, modifications, replacements or refinancing thereof. The Resident shall execute and deliver any documents reasonably required by Givens Aldersgate or by the holder of any mortgage, deed of trust or other security agreement to evidence or effect such subordination.

G. **Transfer of Property.** You agree not to make any gift or other transfer of property for the purpose of evading Your obligations under this Agreement or if such gift or transfer would render You unable to meet such obligations. You also agree to comply with all of Givens Aldersgate policies prohibiting and/or regarding the making of gifts or donations to or for the benefit of Givens Aldersgate employees or such employees' spouses and/or relatives.

H. **Affiliation with Religious Organization.** Givens Aldersgate is a wholly owned subsidiary of The Givens Estates, Inc., which is affiliated with the Western North Carolina Conference of the United Methodist Church. Such Conference has no responsibility for any of the obligations of Givens Aldersgate under this Agreement.

I. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina.

J. **Ad Valorem Taxes.** Should Givens Aldersgate ever be required to pay ad valorem property taxes that may be assessed in the future, the applicable pro rata amount of such taxes may be added to the Monthly Fee for Your Residence.

K. **Rights of the Resident** Under this Residency Agreement are the rights and privileges herein expressly granted and do not include any proprietary interest in the properties or assets of the Corporation or any membership in the Corporation.

L. **Force Majeure** Givens Aldersgate will not be deemed to be in breach of this Agreement if Givens Aldersgate is prevented from performing any obligation under this Agreement as a result, directly or indirectly, of any labor disputes, natural disasters, acts of God, war, riots, invasion, sabotage, terrorism, famine, civil commotion, earthquakes, extreme weather, floods, fire, condemnation, government action/intervention, non-essential business closures, stay-at-home orders, presence of viral contamination, supply disruptions, or interruption of services, or any other causes beyond the control of Givens Aldersgate, to the extent that the cause affects Givens Aldersgate ability to perform under this Agreement. Upon removal of the cause affecting the delay or nonperformance, Givens Aldersgate will resume performance of the obligations of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Givens Aldersgate and the Resident have executed this Agreement and the Resident has received a copy of the current Givens Aldersgate Disclosure Statement and the Entrance Fee has been paid by the Resident.

Addenda Attached: Schedule I and Schedule II

NOTICE

BECAUSE THE AUTHORITY TO ENTER INTO A CONTINUING CARE CONTRACTS
GRANTED BY THE NORTHCAROLINA DEPARTMENT OF INSURANCE IS NEITHER A
GAURANTEE OF PERFORMANCE BY THE PROVIDER NOR THE ENDORSEMENT OF ANY
CONTINUING CARE CONTRACT PROVISION, PROSPECTIVE RESIDENTS MUST
CAREFULLY CONSIDER THE RISKS, BENEFIRS, AND COSTS BEFORE SIGNING A
CONTINUING CARE CONTRACT AND ARE STRONGLY ENCOURAGED TO SEEK
FINANCIAL AND LEGAL ADVICE BEFORE DOING SO.

Resident

Date

Resident

Date

GIVENS ALDERSGATE

Executive Director

Date

RESIDENCE AND SERVICES AGREEMENT
SCHEDULE I – page 1 of 2

Givens Aldersgate
Charlotte, North Carolina

Resident(s) Name _____

Type of Residence _____

Residence Number _____

Occupancy Date _____

ENTRANCE FEE

No Entrance Fee Option

(Administrative Fee - non-refundable)

Single Person Admin Fee	\$
Double Person Admin Fee	\$

Zero Percent (0%) Refund Option

Single Person Entrance Fee	\$
Double Person Entrance Fee	\$

Fifty Percent (50%) Refund Option

Single Person Entrance Fee	\$
Double Person Entrance Fee	\$

Total Entrance Fee

10 Percent Deposit

Less Previous Deposit (if applicable)

Amount of 10 Percent Deposit Payable	\$
	\$

Balance of 90 Percent of Entrance Fee
(payable prior to Date of Occupancy)

\$

\$

\$

RESIDENCE AND SERVICES AGREEMENT

SCHEDULE I – page 2 of 2

Givens Aldersgate
Charlotte, North Carolina

MONTHLY FEE

2025 Monthly Fee:

Monthly Fees are subject to annual increases regardless of scheduled occupancy.

Single Person \$

Double Person \$

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Zero Percent Refund Option: The portion of this Entrance Fee that is refundable to you will decline at a rate of six percent (6%) upon the Date of Occupancy of the Residence and two percent (2%) on the first (1st) day of each calendar month thereafter until Your refund percentage remains at zero percent (0%).

Fifty Percent Refund Option: The portion of this Entrance Fee that is refundable to you will decline at a rate of six percent (6%) upon the Date of Occupancy of the Residence and two percent (2%) on the first (1st) day of each calendar month thereafter until Your refund percentage remains at fifty percent (50%).

RESIDENCE AND SERVICES AGREEMENT SCHEDULE II

**Givens Aldersgate
Charlotte, North Carolina**

Monthly Declining-Balance Meal Allowance:

The monthly declining balance meal allowance may change from time to time during the term of this Agreement. Monthly declining balance meal allowances will be adjusted as required, consistent with operating on a sound financial basis and maintaining quality service. You will receive a thirty (30) day advance notice of changes in the Monthly Declining Balance Meal Allowance.

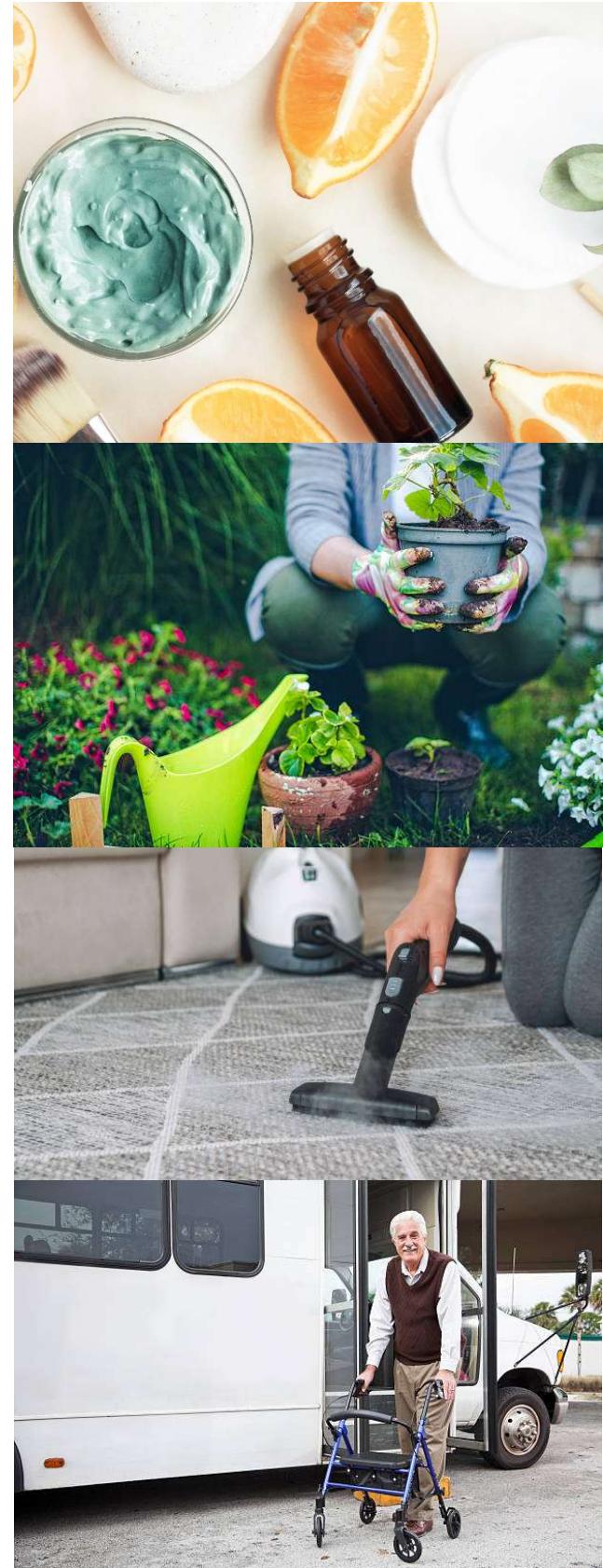
Effective January 1, 2025, the Monthly Declining Balance Meal Allowance is:

\$400 per month per resident

Attachment 4

Givens Aldersgate Ancillary Charges

**3800 Shamrock Drive
Charlotte, NC 28215
Aldersgateliving.org**



*Updated 1/1/26



We highly value our relationships with our residents, guests, and team members and are committed to providing you with the best possible services.

Certain ancillary charges may apply to your services that were not included in the original contractual agreement. These charges cover additional services or expenses that go beyond the scope of the standard terms of your Residence and Service agreement. They are necessary to ensure the continued quality and efficiency of our services.

What are Ancillary Charges?

Ancillary charges refer to costs that are not part of the base services included in your contract. These may include, but are not limited to:

- Services performed in our Salon and Spa, such as a haircut, manicure, facial
- Housekeeping services not outlined in your Residence and Service agreement, such as steam cleaning couches, carpets, etc.
- Certain medical expenses provided by Givens Aldersgate, such as an air mattress while at Asbury, transportation-related expenses for medical appointments for non-Givens Aldersgate members

Why are These Charges Necessary?

These charges are incurred due to additional services requested outside the scope of the Residence and Service agreement. While we strive to minimize any additional costs, these charges are necessary to maintain the high standards of service you expect from us.

Next Steps

Please review the attached booklet which provides a detailed breakdown of the ancillary charges and the circumstances under which they may apply. If you have any questions or concerns, or if you would like to discuss how these charges might affect your current services, please do not hesitate to contact our finance team at 704-532-7300, or any departmental leader related to the specific ancillary charge.

Thank you for your understanding and continued partnership. We look forward to continuing to serve you.

Table of Contents

- 04 Housekeeping**
- 09 Transportation**
- 14 Maintenance/Grounds**
- 15 Storage Unit Rentals**
- 16 Salon and Spa**
- 18 Fitness**
- 19 Culinary/Catering**
- 22 Medical/Clinical**
- 25 IT**
- 26 Security**
- 27 Guest Rooms**
- 29 Finance/Sales & Marketing**
- 30 Notary Services**



Housekeeping

Housekeeping Services Provided

- General dusting of furniture. Residents need to remove items from the tops of furniture and surfaces to be dusted, as staff is not permitted to move any articles. Please communicate to your housekeeper if items and/or areas should NOT be dusted.
- Residents with pet(s) need to have their pet(s) confined prior to housekeeping services.
- Bathroom cleaning includes cleaning the mirror, shower/tub, sink, commode, top of the vanity, shower doors, sweep/vacuum and mop floor.
- Kitchen cleaning includes cleaning the sink, counter tops, backsplash, microwave, stovetop, and drip pans. In addition, housekeeping will spot clean the outside and top of the refrigerator, outside of stove, outside of cabinets, and sweep and mop the floor.
- Vacuum carpet.
- Change bed linens. If a resident is using personal linens and they wish for the staff to change bed linen, they will need to have a set of clean linens ready at the time of their scheduled housekeeping service.
- Remove trash/recycling (during scheduled cleaning)
- Quarterly - dust and clean blinds
- Pest Control

Housekeeping Services NOT Provided

Housekeeping does NOT:

- Provide, or launder, personal bed linens
- Wash dishes, pots or pans
- Clean stoves/ovens
- Clean outside windows (this is provided by outside services per request)
- Sweep garages
- Clean out pantries
- Clean cat or dog litter boxes
- Provide trash bags
- Move/rearrange furniture (this can be completed at an additional cost)
- Clean ceiling fans (this can be completed at an additional cost)
- For Epworth Tower Residents: Housekeeping staff does not monitor or clean the common area refrigerators. Residents are responsible for keeping those clean and disposing of expired food, condiments, etc.
- Housekeeping staff will clean the counters and floors of the common area kitchens.
- For Independent Living Residents: Housekeeping does not remove or take out personal trash daily, unless a request has been made to assist with a heavy trash bag

Carpet Steam Cleaning

- Minimum charge of \$50 for carpet cleaning
 - 1 Room/Area: \$50.00
 - 2 Rooms/Areas: \$80.00
 - 3 Rooms/Areas: \$110.00
 - 4 Rooms/Areas: \$140.00

Red Dye Removal

- Red Dye Removal (per area): \$40.00

Hardwood Floor Cleaning

- Hardwood Floor Cleaning (per normal sized room): \$50.00 per room

Pet Odor/Stain Removal Treatment

- 1 Room Steam Cleaning (Plus Pet/Odor Treatment): \$70.00
- 2 Rooms Steam Cleaning (Plus Pet/Odor Treatment): \$100.00
- 3 Rooms Steam Cleaning (Plus Pet/Odor Treatment): \$130.00
- 4 Rooms Steam Cleaning (Plus Pet/Odor Treatment): \$160.00

Upholstery/Furniture Cleaning

- Chair: \$40.00
- 3-Seater Sofa: \$90.00
- 2-Seater Loveseat: \$75.00
- Small Sectional Sofa (Seats 5 or Less): \$150.00
- Medium Sectional Sofa (Seats 7 or Less): \$250.00
- Oversized Sectional Sofa (Seats 8 or more): \$350.00
- Lazy Boy Chair (Recliner): \$60.00
- Ottoman (Depending Size): \$25.00-\$35.00
- Living-room Package (3-Seater Sofa, 2-Seater Loveseat & Chair): \$200.00

Mattress Cleaning (only includes top and does not kill pests or bedbugs)

- Twin Mattress: \$40.00
- Full Mattress: \$60.00
- Queen Mattress: \$80.00
- King Mattress: \$100.00
- Mattress Cover: \$30.00
- Comforter Wash: \$35.00

Tile and Grout Cleaning

- Bathroom Tile & Grout Steam Cleaning: \$60.00
- Kitchen Tile & Grout Steam Cleaning: \$100.00

Rental Equipment

- Folding Chair: \$2 per chair
- Tables (round or rectangular): \$10 per table
- Delivery/Pick-up Fee: \$10 (round trip)
- Optional Set-up Fee: \$30 per hour per team member needed for set-up

Additional Services and Prices

- **Additional Services:**
 - **\$30.00 per team member per hour, with a one hour minimum**
- Showers & Mold Removal (Per Shower): \$100.00
 - Note: If we cannot remove the stain, Maintenance will be called to re-grout the shower.*

Laundry Charges

- **\$25 minimum for all laundry services**
 - First 5 pounds: \$25 total
 - After 5 pounds: \$2/per pound
 - Comforter: \$35 per comforter

Linens and Towels/Washcloths

- Bedsheets, linens, towels, and washcloths will be provided to healthcare areas.
- Towels will be provided in the pool locker rooms and guest rooms.

Housekeeping Service

Residents may choose between weekly housekeeping services or biweekly services. Residents cannot opt out of housekeeping services all together. Housekeeping is part of your monthly fee and is nonrefundable. Should Givens Aldersgate cancel your housekeeping service due to staffing shortages, with no options to reschedule, we will issue a credit to your account for the missed service.

Transportation

The Transportation Department provides medical and concierge transportation for residents Monday through Friday from 8:00 am- 4:00 pm. We ask that you please submit your transportation request via Wellzesta at least 72 hours in advance. You may also request transportation by calling 704-532-7017.

Givens Aldersgate requires a 24-hour cancellation timeframe. Member cancelled trips (one way) under the 24-hour timeframe will be charged a \$30.00 cancellation fee. Member cancelled round trips (two ways) will be charged a \$60.00 cancellation fee. Non-Member cancelled trips will be charged, in full, to the resident.

Scenario	Givens Aldersgate's policy
You cancel transportation due to a personal or medical emergency.	Givens Aldersgate requires a 24-hour cancellation timeframe to avoid being charged cancellation fees or the cost for transportation services.
You do not show for your scheduled transportation.	Givens Aldersgate requires a 24-hour cancellation timeframe to avoid being charged cancellation fees or the cost for transportation services.
Givens Aldersgate transportation transports the resident to their destination and the return trip is cancelled on site.	Member residents will be charged a \$30.00 cancellation fee. Non-member residents will be responsible for the cost of the return trip.

Givens Aldersgate Members Medical Transportation

- Medical transportation services are limited to doctor's offices within a **10-mile radius** of Givens Aldersgate.
- Please provide **72 hours' notice** (NOT including weekends) to schedule transportation for doctor's appointments.
- The last transport from campus to the doctor's appointment is at 3:00 PM.
- The driver is unable to assist the residents inside the building/to the doctor's office/appointment, etc. and encourages residents to use Givens Aldersgate at Home if they need someone to accompany them to an appointment (many times we have other residents on the bus and cannot leave the bus unattended).
- Medical transportation includes doctor visits, medical specialist, dentist, ophthalmologist, EENT, and hospitals.

Fee Structure for Medical Transportation

Givens Aldersgate Members receive the first 10 miles free of charge for medical transportation. However, we have extended these services for up to 15 miles with an additional fee.

Members will be charged a fee of \$15.00 plus \$.67/mile for the next five miles, up to 15 miles in total.

Please note, if the appointment is further than 15 miles radius, you will be referred to an outside transportation option i.e. Uber, Lyft, VanGo or Drive of Faith

Non-Medical Appointments / Concierge Transportation

- Free concierge services are limited to **1 mile** i.e. campus errands and transfers.
- **72 hours' notice** (NOT INCLUDING WEEKENDS) is needed.
- The last transport from campus is at **3:00 PM**.
- Concierge services are provided as the schedule permits it.
- Concierge and non-medical appointments include personal runs i.e. trips to the pharmacy, dry cleaners, shopping, glasses fitting or hearing aids, airport runs, etc.

Fee Structure for Non-Medical/Concierge Transportation

Members will be charged a fee of \$15.00 plus \$3.00/mile after 1 mile for up to 15 miles.

Please note, if the appointment is further than 15 miles radius you will be referred to an outside transportation option i.e. Uber, Lyft, VanGo or Drive of Faith

For residents and patients who are not members of Givens Aldersgate (i.e. residents that are private-pay and/or patients that are here for short-term rehab at Asbury Health and Rehab), the following fee structure applies for medical appointments and non-medical appointments:

- Non-members will pay a \$40 surcharge (each way) + \$3/mile each way.
- Medical transportation services are limited to doctor's offices within a **10-mile radius** of Givens Aldersgate.
- Please provide **72 hours' notice** (NOT including weekends) to schedule transportation for doctor's appointments.
- The last transport from campus to the doctor's appointment is at 3:00 PM.
- The driver is unable to assist the residents inside the building/to the doctor's office/appointment, etc. and encourages residents to use Aldersgate at Home if they need someone to accompany them to an

appointment (many times we have other residents on the bus and cannot leave the bus unattended)

Life Enrichment-Related Transportation

- IL members will have access to regularly scheduled trips at no cost. Certain trips may be subject to additional costs.
- Residents and patients in our healthcare areas will be provided with routine outings at no additional cost. Certain trips may be subject to additional costs.

Options for After-Hours Transportation or When Givens Aldersgate Transportation Cannot Accommodate the Request

Time of Day	Type of Concern	No Cost	At Cost
Anytime	Emergency	*See note below	911
After Hours (M-F after 4:30 and weekends)	All Concerns	<ul style="list-style-type: none"> • Family • Friends 	Taxi, Uber, Lyft, **VanGo, Drive of Faith
	On Campus Transfers	<ul style="list-style-type: none"> • Friends • Security • Family 	
Office Hours (M-F 8-4:30)	Urgent Care	<ul style="list-style-type: none"> • Transportation • Family • Friends 	Taxi, Uber, Lyft, **VanGo, Drive of Faith
Follow partner in ambulance to hospital		<ul style="list-style-type: none"> • Friends • Family • Transportation 	Taxi, Uber, Lyft, **VanGo, Drive of Faith
Hospital Visit to see Partner or extended family in Hospital		<ul style="list-style-type: none"> • Family • Friends 	Taxi, Uber, Lyft, **VanGo, Drive of Faith Transportation Dept.
Non-Medical Appts i.e. Ride to pharmacy, Airport, glasses, shopping, Apple store, etc		<ul style="list-style-type: none"> • Family • Friends 	Taxi, Uber, Lyft, **VanGo, Drive of Faith Transportation Dept.
Medical Doctor Appts (within 10-mile radius from campus)		<ul style="list-style-type: none"> • Transportation • Family • Friends 	Taxi, Uber, Lyft, **VanGo, Drive of Faith
Medical Doctor Appts (11–15-mile radius from campus)		<ul style="list-style-type: none"> • Family • Friends 	Taxi, Uber, Lyft, **VanGo, Drive of Faith Transportation Dept.
On-Campus Transfers		<ul style="list-style-type: none"> • Transportation • Security 	

In Case of Life-Threatening Emergency, dial 911.

Medic will bill this service through your insurance provider; cost will be determined based on your individual plan's coverage for emergency transportation.



Maintenance and Grounds

Below is a list of services that can be performed by our Maintenance and Grounds team for an additional fee. This list is not intended to be an exhaustive list of services.

Services Provided

- Standard charge \$30.00 per team member per hour, with a 1 hour minimum

Maintenance Department

- Assemble personal items (furniture, fixtures, hardware)
- Assistance with troubleshooting and/or repair personal electronic devices
- Minor golf cart repairs
- Moving furniture and/or personal items within the resident's dwelling
- Picture hanging
- Repair damage to property caused by resident or family member
- Repair personal property and/or equipment
- Request specialized painting (paint colors that are not Givens Aldersgate standard)
- Request to install specialty fixtures and/or equipment within the dwelling

Grounds Department

- Planting flowers, shrubs, and/or trees purchased by residents
- Greenhouse fee: charges to cover items provided by Givens Aldersgate such as soil, fertilizer, and insect control products
- Landscaping material fee
- Moving or adding yard décor such as planters, bird feeders, bird baths, ornaments, furniture, step stones, flag holders, sun awning, and gazebos
- Request to move or remove plants supplied by Givens Aldersgate
- Request to replace and/or add plants or flowers other than Givens Aldersgate original landscaping
- Yard cleaning and/or debris removal

- Trimming or pruning – two free trimmings per year per dwelling at no charge; additional trimmings will incur a charge
- Supply of landscaping materials ~ charge for providing mulch, soil and compost items from department stock for resident personal landscape usage (we will still provide pine needles on a schedule determined by leadership)

Please note what is included in the contractual agreement for groundskeeping: basic grounds services, including lawn, trees, and shrubbery care for those items provided by Givens Aldersgate. The resident may plant items approved by authorized staff, and the resident will maintain those certain areas designated for such purpose.

Additional Storage Unit Rentals

Our residents have the convenient option of renting additional storage units to accommodate their needs. Each apartment unit comes with one complimentary storage unit, ensuring you have ample room for your belongings. Whether you're looking to store seasonal items, sports equipment, or just need a bit more space, our additional storage units are available on a first-come, first-served basis. Please note that these additional units may not be in the same room or on the same floor as your apartment. Call 704-532-7007 for assistance.

Rates

- \$25 per month, per unit

Salon and Spa

Experience a revitalizing Salon & Spa service from our talented team of stylists, nail technicians, estheticians, and massage therapists.

CLASSIC MANICURE	\$20.00
SPA MANICURE	\$30.00
GEL MANICURE	\$35.00
GEL POLISH ONLY	\$25.00
SNS MANICURE	\$55.00
SNS ONLY	\$45.00
SNS FILL	\$40.00
NAIL DESIGNS	\$5.00+
PEDICURE	\$35.00
SPA PEDICURE	\$45.00
GEL PEDI	\$50.00
MANI/PEDI	\$50.00
FINGERNAIL TRIM	\$12.00
TOENAIL TRIM	\$14.00
FINGER AND TOENAIL TRIM	\$25.00
POLISH ONLY FINGERNAIL	\$10.00
POLISH ONLY TOENAIL	\$12.00
FRENCH FINISH	\$8.00
GEL REMOVAL	\$15.00
SNS/ACRYLIC REMOVAL	\$20.00
PARAFFIN TREATMENT	\$8.00
SHAMPOO/STYLE	\$30.00
SHAMPOO/HAIRCUT/STYLE	\$55.00
SHAMPOO/HAIRCUT	\$45.00
SHAMPOO ONLY	\$15.00

WOMENS CUT ONLY	\$30.00
MENS CUT	\$24.00
MENS SHAMPOO/HAIRCUT	\$30.00
COMB OUT ONLY	\$18.00
BANG TRIM	\$12.00
BEARD TRIM	\$12.00
WAX LIP/CHIN/BROW	\$12.00
COLOR (ROOTS)	\$75.00
PARTIAL HIGHLIGHT	\$85.00
FULL HIGHLIGHT	\$100.00
OMBRE/BALAYAGE	\$125.00+
PERM	\$85.00
HAIRCUT WITH CHEMICAL SERVICE	\$25.00
RELAXER	\$70.00+
KERATIN SMOOTHING TREATMENT	\$225.00+
FACIAL SERVICES	starting at \$60
MASSAGE SERVICES	starting at \$85

Please note additional services may be available upon request. Prices are subject to change. Contact the Salon and Spa for specific services and updated pricing.



Fitness

Personal Training

Unlock your full potential with our personalized training services, designed to meet your unique fitness goals. No matter if you're just starting out or looking to take your workouts to the next level, our personal trainers provide tailored programs that fit your lifestyle. Whether your goal is to lose weight, build muscle, increase flexibility, or simply improve your overall health, our personal training services provide the structure, support, and expertise you need to succeed.

Start your journey today!

Pricing

- 30-minute session \$30
- 50-minute session \$50
- 30-minute couples personal training \$45
- 50-minute couples personal training \$80
- 30-minute aquatic personal training \$60

Culinary/Catering

Meal Plan & Meal Credits

Meal credits will not be issued for time away from campus, at the hospital or at Asbury. The meal plan is part of your monthly fee and is nonrefundable. If a resident passes away, their meal plan will cease on the day of death.

Carry Over Account

A maximum carryover of one (1) month's dining dollars per person is allowed from month to month; any dining dollar amount in excess of the maximum allowed will expire at the month's end.

Bulk Orders

The use of excess dining dollars is intended to be used at any of our dining venues on campus. Any items currently for sale are available for purchase. The sale of bulk items or raw meats is not permitted.

Ancillary Charges

In the Culinary Department, ancillary charges are defined as charges that are not applicable to your resident meal plan for any given level of care. These charges are items like alcohol purchases and catering charges. A copy of the Catering Policy is below for your convenience. In Asbury, our Skilled Nursing Facility, guest meals are also considered an ancillary cost, and a table of those costs is below.

Guest Meal Cost at Asbury Health and Rehab	\$10
Team member/Student Meal Cost at Asbury Health and Rehab	\$9

Catering Policies/Agreement for Epworth & Asbury Health and Rehab



Catering Agreement

Client Information

Name

Address

Email

Phone Number

Payment Information

- Credit Card
- Check
- Internal Billing
- Resident Account (Non-Meal)

If Internal Billing or Resident Account, please provide Account Name/Number

Agreement

1. By signing this agreement, I acknowledge that the attached catering quote totalling _____ is approved and I am responsible for payment in full within 7 days of the event. After 7 days, a late fee of 5% will be assessed per week until payment is received in full.
2. I acknowledge that any cancellation within 24 hours of the event may result in a cancellation fee up to 50% of the cost of the event, to be evaluated by the Culinary Department.
3. I acknowledge that the attached quote contains an estimated labor fee, and that I will be charged additional labor costs if my event extends past the agreed time or there is more than standard cleanup required after the event.
4. I acknowledge that Aldersgate has an "all-or-nothing" catering policy and that by ordering catering I cannot bring in outside food without prior approval from the Catering Department. Further, I acknowledge that the Catering Department cannot store or prepare any outside food for my event.
5. I acknowledge that any adjustment to the menu, venue, or headcount must be made at least 72 business hours prior to my event to guarantee it can be accommodated.
6. I acknowledge that catering services may not be charged to my meal plan and must be paid by one of the payment methods provided above.

Signature of Catering Client

Date of Approval

This is an example of the agreement signed prior to fulfilling a catering request.

Asbury Catering Policy

1. Catering requests require a two-week lead time in order to ensure all items can be procured.
2. For external clients we require either a 50% deposit or a credit card on file prior to the event.
3. While we prefer that you select items from our Catering Menu, we can create a custom quote for your event based on your requests. These items are subject to market pricing and chef's availability.
4. Should you choose to bring in an outside caterer, we do require a Certificate of Insurance on file with the Catering Department 72 hours prior to the event.
5. There will be an additional charge for any item that is requested during the event - this includes but is not limited to paper products, cutlery, staff and additional food and beverage requests.
6. Any potentially hazardous food item that is left out for service for longer than 4 hours must be disposed of and cannot be packaged for take-a-way. The Catering Team will alert you if any items are becoming potentially hazardous and unable to be packaged an hour before the item expires.
7. An additional labor fee will be assessed starting at 30 minutes after the event's designated end time.

Epworth Catering Policy

1. Catering requests require a 48 hour lead time in order to ensure all items can be procured.
2. For external clients we require either a 50% deposit or a credit card on file prior to the event.
3. While we prefer that you select items from our Catering Menu, we can create a custom quote for your event based on your requests. These items are subject to market pricing and chef's availability.
4. Should you choose to bring in an outside caterer, we do require a Certificate of Insurance on file with the Catering Department 72 hours prior to the event.
5. There will be an additional charge for any item that is requested during the event - this includes but is not limited to paper products, cutlery, staff and additional food and beverage requests.
6. Any potentially hazardous food item that is left out for service for longer than 4 hours must be disposed of and cannot be packaged for take-a-way. The Catering Team will alert you if any items are becoming potentially hazardous and unable to be packaged an hour before the item expires.
7. An additional labor fee will be assessed starting at 30 minutes after the event's designated end time.

Medical/Clinical

Certain medical supplies and charges are not covered by insurance and are subject to private pay. Below is a list of medical-related ancillary charges you may be responsible for:

Service	Charge
Transportation charges for non-members (short-term rehab patients at Asbury or those who directly admitted into our health centers)	Range from \$120-\$180
Givens Aldersgate at Home Companion Services	Range from \$32/hr. to \$44/hr. (may be subject to additional fees depending on services) Please reach out to Aldersgate at Home for more detailed pricing
Air mattresses	\$10/day (Rate applies at 7 day minimum of services)
Incontinence products	\$16-\$19 per pack
Body Wash/Spray/Shampoo	\$3.50-\$4.00 per 8 oz. product
Wound supplies	Varies, depending on product; some products may be billed to your part B Medicare through our Vohra wound program
Oxygen (e-tanks)	\$8/per tank
Oxygen (in-wall)	\$10/day
Specialized medical equipment, such as a CPAP, bariatric bed rental, specialized chairs (Broda chairs)	Range of \$7-\$15/day

Medical Records request	<p>First five pages are free</p> <p>After five pages, the cost is a \$5.00 basic fee + .50 per page</p> <p>For attorneys and insurance agencies, the cost is a \$10.00 flat fee + .75 per page</p> <p>There is no charge to the following parties:</p> <ul style="list-style-type: none"> Residents requesting records to take to their physicians, physicians requesting records, or any health care facility
-------------------------	---

All Independent Living Residents have full access to Clinical Nursing Services through the Independent Living Wellness Clinic. The Wellness Clinic **does not bill insurance for nursing-based services**, those are ancillary charges associated with certain services listed below:

Independent Living Wellness Clinic Charges	
Service	Cost
Injection (B-12, Prolia, Vaccinations, Testosterone, Allergy, etc.)	\$10/injection (excludes Flu Vaccine)
Flu Vaccination (administered by Clinic Nurse)	\$20/injection
Blood Sugar Check (AccuCheck)	\$10/check
Foley/Suprapubic Catheter Change	\$15/change (No charge if Resident provides supplies)
CoaguCheck (INR check)	\$15/check
Bloodwork for Non-Curana Patients	\$15/occurrence
Suture Removal	\$20/occurrence

Dressing Change/Wound Care	Varies (Residents are charged base cost of specialty dressing supplies)
Oxygen (e-tanks)	\$8/per tank (Charge waived during inclement weather or power outage)

The range of services currently offered to Independent Living residents through the clinic, including nurse visits, home-based support, education, and related resident or family consultations, are being reviewed to ensure they align with future needs and resources.

Information Technology (IT)

IT Support	The first 15 minutes are free, after that \$10/15 minutes
Replacement Apple Lightning Cable (1m)	\$19
Replacement Apple Lightning Cable (2m)	\$29
Replacement Apple Wall Adapter (USB or USBC)	\$19
Phone services (optional)	\$40/month

Our IT department cannot assist with business support, medical, banking, legal portals, or personal health-related device set-ups. Device information transfers are completed only if there is an automated process to do so.



Security

Fees

Pendant Replacement	\$250
Pendant Cleaning	\$10 per cleaning (this service is a deep-clean and sanitization of your pendant, with a battery change)
Damaged Pendant Replacement or for improper care	\$250
Lanyards- Decorative	\$20/per lanyard *Standard lanyards are free of charge
Lost Badge Replacement	\$10
Damaged Badge Replacement	\$5
Guest Badge	\$10
Protective Badge Sleeve	\$5

Guest Rooms

Givens Aldersgate offers comfortable and convenient guest apartments for the family and friends of our residents.

Reservations

We offer two easy ways to reserve a guest apartment:

- **Visit the Front Desk:** Stop by the Wintergarden reception desk, and a team member will provide you with a simple form to complete.
- **Call Us:** Please call the reception desk team at **(704)-532-7000** to book over the phone.

When Your Guests Arrive and Leave

- **Check-In Time:** Guests may check in at the Wintergarden reception desk at 3:00 PM.
- **Check-Out Time:** We ask that guests check out at the reception desk by 12:00 PM.

If your guests need to arrive a little early or leave a little later, please call the Wintergarden reception team ahead of time. We'll do our best to accommodate your request.

Rates

Rates vary depending on the size of the apartment and how the bill is paid.

- **One-Bedroom Apartment:**
 - Payment made via resident monthly statement: **\$130 per night** (no tax).
 - Payment made via cash or a check: **\$149.83 per night** (including tax).
 - Payment made via credit card: **\$155.68 per night** (includes tax and credit card transaction fee).

- **Two-Bedroom Apartment:**

- Payment made via resident monthly statement: **\$150 per night** (no tax).
- Payment made via cash or a check: **\$172.88 per night** (including tax).
- Payment made via credit card: **\$179.63 per night** (includes tax and credit card transaction fee).

Canceling a Room: You can cancel a room at no charge if you let us know at least 72 hours (3 days) before check-in. If you cancel with less than 72 hours' notice, you will be charged for one night's stay. This helps ensure everyone can book our guest apartments and that guest accommodations don't go unused. Please call the reception desk at **(704) 532-7000** to cancel.

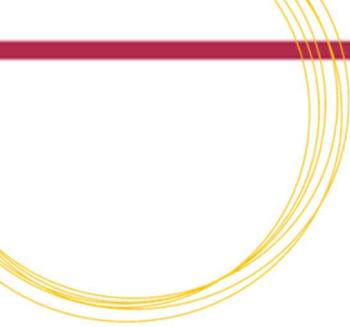
Extra Bed Option

If you need an extra bed in the apartment, we have portable beds (cots) you can request for **\$25 per night**. Please note that your guests will need to bring their own blankets and pillows for the cot.

Payment: Please note that guest accommodations can be charged to the resident host's monthly statement at no additional charge.

Any Questions?

If you have any questions, please call the Wintergarden reception desk at **(704) 532-7000**.



Finance

Financial Assistance

Financial assistance will cease on the day of death should a resident pass away.

Credit Card Transaction Fees

Anyone paying by credit card for services at Givens Aldersgate will be charged a 4.5% transaction/convenience fee.

Sales & Marketing

Sales & Marketing – Referral Credit

Residents who recommend a new member who moves into Givens Aldersgate will receive credit for one month of their monthly service fee. New move ins can only list 1 person as a referral. If a couple is listed, the 1st person monthly fee will be credited. Referral Credit is only applicable for independent living resident referrals.

Notary Services

Notary Public Service

Notary Services are available at no charge. There are multiple team members on campus who provide notary services by appointment. Please request a notary on Wellzesta using the link under the Resources tab or stop by the front desk for assistance with your request. You will be contacted by one of our notaries to set up an appointment. Please note the following:

- The notary may only notarize a living will, health care power of attorney, Five Wishes, or car title.
- Campus notaries are not authorized to notarize documents such as durable Power of Attorney documents, wills, trusts, etc. Please visit your local banker or notary service to notarize these documents.
- If your document is not listed above and you are unsure if your document can be notarized, please fill out the request for a notary and we will help you determine whether we are authorized to notarize for you.
- It is the responsibility of the resident to complete the document (except for the signature) prior to notarization. The Notary cannot advise you on completing the document.
- Residents are responsible for acquiring witnesses prior to scheduling an appointment with the notary. (Givens Aldersgate team members are prohibited from witnessing any documents.)



Service Times	Rates
15 minutes	\$15.00
1 Hour	\$39.00
2 – 3 Hours	\$34.00/hour
Tier 1: 4+ Hours	\$30.00/hour - weekday \$32.00/hour - weekend
Tier 2: 4+ Hours	\$32.00/hour - weekday \$34.00/hour - weekend
Couple Rate: 4+ Hours	\$40.00/hour – weekday/weekend
Overtime Rate	\$15.00
Mileage	IRS Rate
Other Rate:	

By signing below, I understand that Aldersgate at Home will e-mail invoices for services rendered semi-monthly with appropriate charges for the services.

At any time, if the client's individual needs become beyond what Aldersgate at Home can provide, a member of the interdisciplinary team will discuss with the client and/or responsible party other options to include a move to a higher level of care available to meet the needs.

Signature of Client

Date

Signature of Responsible Party / Family Member

Date

Signature of at Home Staff Member

Date

Aldersgate At Home

3800 Shamrock Drive

Charlotte, NC 28215

Office: 704-532-7090

Email: info@aldersgateathome.com

www.aldersgateathome.com

Attachment 5

**ALDERSGATE UNITED METHODIST
RETIREMENT COMMUNITY, INC.
AND AFFILIATES**

**CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2024



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2024**

INDEPENDENT AUDITORS' REPORT	1
CONSOLIDATED FINANCIAL STATEMENTS	
CONSOLIDATED BALANCE SHEET	4
CONSOLIDATED STATEMENT OF OPERATIONS	6
CONSOLIDATED STATEMENT OF CHANGES IN NET ASSETS	7
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES	8
CONSOLIDATED STATEMENT OF CASH FLOWS	9
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS	11
SUPPLEMENTARY INFORMATION	
CONSOLIDATING BALANCE SHEET	36
CONSOLIDATING STATEMENT OF OPERATIONS	38



INDEPENDENT AUDITORS' REPORT

Board of Directors
Aldersgate United Methodist Retirement Community, Inc.
and Affiliates
Charlotte, North Carolina

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Aldersgate United Methodist Retirement Community, Inc. and Affiliates (a nonprofit corporation), which comprise the consolidated balance sheet as of December 31, 2024, and the related consolidated statement of operations, changes in its net assets, functional expenses, and cash flows for the year 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 Aldersgate United Methodist Retirement Community, Inc. and Affiliates as of December 31, 2024, and the results of its operations, changes in net assets, and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Aldersgate United Methodist Retirement Community, Inc. and Affiliates and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. 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 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 Aldersgate United Methodist Community Inc. and Affiliates' ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' 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 auditors' 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 Aldersgate United Methodist Retirement Community, Inc. and Affiliates' 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 Aldersgate United Methodist Retirement Community, Inc. and Affiliates' 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.

Board of Directors
Aldersgate United Methodist Retirement Community, Inc.
and Affiliates

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information on pages 36-38 is presented for purposes of additional analysis 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 information has been subjected to the auditing procedures applied in the audits 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.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Charlotte, North Carolina
April 25, 2025

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2024**

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 2,011,580
Investments	4,919,237
Accounts Receivable	5,120,344
Allowance for Credit Losses	<u>(1,828,489)</u>
Accounts Receivable, Net	3,291,855
Entrance Fees Receivable	43,140
Prepaid Expenses and Other Current Assets	<u>911,369</u>
Total Current Assets	11,177,181

PROPERTY, PLANT, AND EQUIPMENT, NET

103,339,320

ASSETS LIMITED AS TO USE

Designated for Statutory Operating Reserve	10,144,250
Held Under Bond Agreements	8,773,585
Board Designated	1,119,297
Donor Restricted	<u>1,962,765</u>
Total Assets Limited as to Use	21,999,897

ASSETS UNDER INTEREST RATE SWAP AGREEMENTS

3,484,052

OTHER ASSETS

Deferred Marketing Costs, Net	376,970
Total Other Assets	<u>376,970</u>
Total Assets	<u>\$ 140,377,420</u>

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES
CONSOLIDATED BALANCE SHEET (CONTINUED)
DECEMBER 31, 2024**

LIABILITIES AND NET ASSETS (DEFICIT)

CURRENT LIABILITIES

Accounts Payable and Accrued Expenses	\$ 6,970,110
Entrance Fee Deposits on Unoccupied Units	174,420
Current Portion of Long-Term Debt	3,455,000
Current Portion of Refundable Entrance Fees	1,929,535
Total Current Liabilities	<u>12,529,065</u>

LONG-TERM DEBT, NET 96,700,726

OTHER LONG-TERM LIABILITIES 1,603,680

DEFERRED ENTRANCE FEES, NET 28,436,383

REFUNDABLE ENTRANCE FEES, NET 46,911,525

Total Liabilities 186,181,379

NET ASSETS (DEFICIT)

Without Donor Restrictions:

Undesignated	(48,886,021)
Designated by the Board for Endowment Fund	1,119,297
Total Without Donor Restrictions	<u>(47,766,724)</u>
With Donor Restrictions	1,962,765
Total Net Deficit	<u>(45,803,959)</u>

Total Liabilities and Net Assets (Deficit) \$ 140,377,420

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
CONSOLIDATED STATEMENT OF OPERATIONS
YEAR ENDED DECEMBER 31, 2024

REVENUE, GAINS, AND OTHER SUPPORT

Resident Service Revenue	\$ 42,410,466
Home and Community Based Services	4,105,186
Amortization of Deferred Entrance Fees	4,138,354
Investment Income, Net	247,072
Other Support	1,259,997
Net Assets Released from Restrictions for Use in Operations	170,569
Contributions	<u>130,861</u>
Total Revenue, Gains, and Other Support	<u>52,462,505</u>

EXPENSES

Nursing and Related Services	18,568,877
Dietary	6,386,786
Housekeeping and Laundry	1,743,084
Plant Operations	5,045,351
Administration	12,872,472
Interest Expense	4,054,459
Amortization	37,399
Depreciation	<u>7,381,106</u>
Total Expenses	<u>56,089,534</u>

OPERATING LOSS

(3,627,029)

NONOPERATING INCOME (LOSS)

Change in Net Unrealized Gains on Investments	1,804,957
Loss on Disposal of Fixed Assets	(1,593,447)
Change in Value of Interest Rate Swap Agreements	71,573
Total Nonoperating Income	<u>283,083</u>

**DEFICIT OF REVENUES, GAINS, AND OTHER
SUPPORT UNDER EXPENSES**

(3,343,946)

Net Assets from Affiliates

(295,465)

**DECREASE IN NET ASSETS WITHOUT
DONOR RESTRICTIONS**

\$ (3,639,411)

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
CONSOLIDATED STATEMENT OF CHANGES IN NET ASSETS
YEAR ENDED DECEMBER 31, 2024

NET ASSETS WITHOUT DONOR RESTRICTIONS

Deficit of Revenues, Gains, and Other Support	
Under Expenses	\$ (3,343,946)
Net Assets from Affiliates	<u>(295,465)</u>
	<u>(3,639,411)</u>

NET ASSETS WITH DONOR RESTRICTIONS

Contributions	445,403
Net Assets Released from Restrictions	(170,569)
Change in Value of Beneficial Interest	
With Donor Restrictions	<u>52,858</u>

**INCREASE IN NET ASSETS WITH
DONOR RESTRICTIONS**

327,692

DECREASE IN NET ASSETS

(3,311,719)

Net Deficit - Beginning of Year

(42,492,240)

NET DEFICIT - END OF YEAR

\$ (45,803,959)

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2024

	Program Services	Management and General	Fundraising and Development	Total
Salaries and Wages	\$ 21,839,256	\$ 721,517	\$ -	\$ 22,560,773
Employee Benefits	2,091,853	955,742	-	3,047,595
Payroll Taxes	1,687,105	177,012	-	1,864,117
Professional Services	83,750	526,173	-	609,923
Advertising and Promotion	(375)	616,706	-	616,331
Office Expenses	84,793	652,633	-	737,426
Travel	43,083	182,529	-	225,612
Conferences and Meetings	2,054	13,922	-	15,976
Interest	4,038,039	16,420	-	4,054,459
Insurance	353,812	534,255	-	888,067
Supplies	3,452,841	-	-	3,452,841
Management Fees	607,436	1,392,466	-	1,999,902
General and Administrative	4,203,180	708,545	-	4,911,725
Depreciation and Amortization	6,973,424	445,081	-	7,418,505
Equipment Expenses	785,882	785,882	-	1,571,764
Dues and Subscriptions	209,542	156,816	-	366,358
Other	1,451,814	296,346	-	1,748,160
 Total Expenses	 <u>\$ 47,907,489</u>	 <u>\$ 8,182,045</u>	 <u>\$ -</u>	 <u>\$ 56,089,534</u>

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
CONSOLIDATED STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2024

CASH FLOWS FROM OPERATING ACTIVITIES

Decrease in Net Assets	\$ (3,311,719)
Adjustments to Reconcile Change in Net Assets to	
Net Cash Provided by Operating Activities:	
Proceeds from Non-refundable Entrance Fees	6,038,533
Depreciation	7,381,106
Amortization of Deferred Marketing Costs	31,167
Amortization of Bond Discount	6,232
Amortization of Debt Issuance Costs	89,006
Provision for Credit Loss	1,077,792
Loss on the Disposal of Assets	1,593,447
Change in Value of Interest Rate Swap Agreements	(71,573)
Amortization of Deferred Entrance Fees	(4,138,354)
Net Unrealized Gains on Investments	(1,804,957)
Net Realized Gains on Investments	(37,375)
Non-cash Impact of Net Assets from Affiliates	(190,314)
Changes in Operating Assets and Liabilities:	
Accounts Receivable, Net	(56,823)
Due (to)/From Related Party	845,845
Prepaid Expenses and Other Current Assets	(134,665)
Entrance Fee Deposits on Unoccupied Units	(1,035,734)
Accounts Payable and Accrued Expenses	53,897
Net Cash Provided by Operating Activities	<hr/> 6,335,511

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of Property, Plant, and Equipment	(2,647,740)
Net Sales of Investments and Assets Limited as to Use	<hr/> 1,105,812
Net Cash Used by Investing Activities	<hr/> (1,541,928)

CASH FLOWS FROM FINANCING ACTIVITIES

Repayment of Long-Term Debt	(3,360,000)
Proceeds from Refundable Entrance Fees	2,302,007
Entrance Fees Refunded	<hr/> (4,727,285)
Net Cash Used by Financing Activities	<hr/> (5,785,278)

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
CONSOLIDATED STATEMENT OF CASH FLOWS (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

NET DECREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	\$ (991,695)
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	<u>3,811,866</u>
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	<u>\$ 2,820,171</u>
RECONCILIATION OF CASH, CASH EQUIVALENTS, AND RESTRICTED CASH TO THE BALANCE SHEETS	
Cash and Cash Equivalents	\$ 2,011,580
Restricted Cash included in Assets Limited as to Use	808,591
Total Cash, Cash Equivalents, and Restricted Cash	<u>\$ 2,820,171</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash Paid for Interest	<u>\$ 3,969,202</u>

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization

Aldersgate United Methodist Retirement Community, Inc. (Aldersgate at Shamrock) is a North Carolina nonprofit corporation affiliated with the Western North Carolina Conference of The United Methodist Church (the Conference). Aldersgate at Shamrock is a continuing care retirement community located in Charlotte, North Carolina. Its campus includes independent living apartments and cottages, assisted living apartments including memory-support, and a skilled nursing facility offering long-term care and Medicare and Medicaid certified skilled nursing and rehabilitation services.

Aldersgate Holdings, Inc. (Holdings), a nonprofit corporation, is consolidated with Aldersgate at Shamrock as Aldersgate at Shamrock has an economic interest in Holdings and common control exists. Holdings holds land for the sole support of Aldersgate at Shamrock.

Aldersgate Life Plan Services, Inc. (ALPS) is an affiliate of Aldersgate at Shamrock. ALPS was incorporated in 2016 as a North Carolina nonprofit corporation. The purpose of ALPS is to hold land, through its subsidiaries, and support mission-aligned projects outside the Obligated Group. ALPS is the sole member of ALPS MGP, LLC (ALPS MGP), ALPS Real Estate Holdings A, LLC (Holdings A), and ALPS Real Estate Holdings B, LLC (Holdings B). Prior to 2024, ALPS was the sole member of Aldersgate at Shamrock. As part of restructuring that occurred in 2024, as of July 2024, ALPS and its sole members became affiliates of Aldersgate at Shamrock.

Other related organizations of Aldersgate at Shamrock include Aldersgate at Home, Inc. (Aldersgate at Home), Aldersgate at Shalom Park, Inc. dba: Generations at Shalom Park (Generations at Shalom Park), and Aldersgate Foundation, Inc. (Foundation). Generations at Shalom Park and the Foundation are dormant organizations as of December 31, 2024. Effective December 31, 2024, as part of the restructuring, the operations of Aldersgate at Home were officially merged with the operations of Aldersgate at Shamrock and Aldersgate at Home was dissolved.

Principles of Consolidation

At December 31, 2024, the consolidated financial statement information of Aldersgate at Shamrock includes the operations of Aldersgate at Shamrock as the parent organization, Holdings, Aldersgate at Home, and ALPS (collectively, Aldersgate). ALPS financial information includes the activity of ALPS, ALPS MGP, Holdings A, and Holdings B. Significant intercompany balances and transactions between the consolidated organizations have been eliminated.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Presentation

Aldersgate reports in accordance with the industry audit and accounting guide for Health Care Entities issued by the American Institute of Certified Public Accountants. These consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America to present balances and transactions according to the existence or absence of donor-imposed restrictions. This is accomplished by classification of net assets and transactions into two classes which are with donor restrictions and without donor restrictions.

Net Assets With Donor Restrictions – Net assets with donor restrictions are net assets subject to donor-imposed stipulations that are either restricted in perpetuity, time restricted, or restricted for certain purposes. Generally, the donor of these assets will permit Aldersgate to use all or part of the income earned on related investments for general or specific purposes.

Net Assets Without Donor Restrictions – Net assets without donor restrictions are net assets which represent resources generated from operations, contributions received without donor-imposed restrictions, and contributions with donor-imposed restrictions that have been met by actions of Aldersgate and/or the passage of time.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Estimates made by Aldersgate relate primarily to the life expectancies used to amortize deferred revenue from entrance fees, the collectability of accounts receivable and the economic lives of depreciating assets. Actual results could differ from those estimates.

Cash and Cash Equivalents

Aldersgate considers all cash, money market funds, and highly liquid investments with a stated maturity of three months or less when purchased to be cash and cash equivalents unless classified as assets limited as to use.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Allowance for Credit Losses

The carrying amount of accounts receivable has been reduced by an allowance using management's estimate of the amounts that will not be collected. Payment for services is required upon receipt of invoice or claim submitted. The allowance for credit losses is based on historical experience, management's estimate of the likelihood of collectability of resident accounts considering payor source and the age of the account, and future economic conditions and market trends. Accounts past due are also individually analyzed for collectability. Management believes the composition of receivables and roll-forward of allowance at year-end is consistent with historical conditions as credit terms and practices and the customer base has not changed significantly. Aldersgate believes all receivables net of the allowance for credit losses of approximately \$1,828,000 are collectible as of December 31, 2024.

Changes in allowance for credit losses for the year ended were as follows:

Balance, Beginning of the Year	(1,849,989)
Provisions and Adjustments	(1,176,888)
Write-offs, Net of Recoveries	1,198,388
Balance, End of Period	<u><u>\$ (1,828,489)</u></u>

Investments

Investments are held as available for sale and are stated at fair value in the consolidated balance sheets. Investment income (including realized gains and losses on investments, interest, and dividends) is included in the deficit of revenues, gains, and other support under expenses unless restricted by donors or law. Unrealized gains and losses on investments are excluded from investment income and included as nonoperating income, as appropriate.

Beneficial Interest in Assets Held by Others

Aldersgate holds a beneficial interest in assets held by the Foundation for the Carolinas. These funds are administered by an independent trustee and are carried at fair value. During the year ended December 31, 2024, the assets held were perpetual and the funds were reported as perpetually restricted net assets with donor restrictions.

Assets Limited as to Use

Assets limited as to use are stated at fair value in the consolidated balance sheets and include assets required by statute, held under bond agreements, held under donor restrictions, or designated by the board of directors for financial assistance to residents. The board may, at its discretion, subsequently use assets it has designated for other purposes.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost, net of accumulated depreciation. Assets contributed to Aldersgate are recorded at fair market value at the date of contribution. Aldersgate capitalizes all assets over \$1,000 with a useful life greater than two years.

Expenditures which materially increase values, change capacities, or extend useful lives are capitalized. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, ranging from 3 to 40 years.

Debt Issuance Costs

Debt issuance costs have been incurred in connection with the issuance of Aldersgate's long-term debt. These costs are amortized using the straight-line method over the term of the related indebtedness, which approximates the effective interest method. Debt issuance costs, net of accumulated amortization, was approximately \$1,147,000 at December 31, 2024.

In accordance with generally accepted accounting principles (GAAP), Aldersgate presents debt issuance costs as a direct deduction from the face amount of the related borrowings, amortizes debt issuance costs over the life of the debt, and records the amortization as a component of interest expense.

Entrance Fees

Entrance fees represent initial payments made by residents in exchange for membership at Aldersgate. Membership includes the use and privileges of amenities at the community and discounted fees for certain residents when using health care accommodations. Entrance fees are based upon the accommodation chosen by the member. Aldersgate offers four types of lifecare residency agreements distinguished by the extent to which the entrance fee is refundable:

Standard Contract – Entrance fees are refundable less a processing fee and less 2% per month for each of the first 50 months of residency, unless refunded within the first five months, in which case the refund is the entrance fee paid less a processing fee and 10% of the entrance fee paid.

95% Refundable Contract – Entrance fees are refundable less a processing fee and less 5%. This contract option was available only for certain new charter members.

90% Refundable Contract – Entrance fees are refundable less a processing fee and less 10%.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Entrance Fees (Continued)

50% Refundable Contract – Entrance fees are refundable less a processing fee and less 1% per month for each of the first 50 months of occupancy, unless refunded within the first 11 months, in which case the refund is the entrance fee paid less a processing fee and 10% of the entrance fee paid. After 50 months of occupancy, the refund is 50% of the entrance fee paid.

The defined health care benefit for these contracts is an equalized rate that residents would pay while in either assisted living or nursing, regardless of the type of independent unit they occupy.

The refundable portion of entrance fees is recorded as Refundable Entrance Fees until such time as the agreement is terminated. The nonrefundable portion of entrance fees is recorded as Deferred Entrance Fees and amortized into income using the straight-line method over the remaining life of the member, actuarially adjusted annually, beginning with the date of each member's occupancy.

Financial Assistance

Aldersgate has a financial assistance policy to identify residents who are unable to pay and use certain funds designated for financial assistance to subsidize the entrance fees and services provided to those residents. A resident who enters Aldersgate and later becomes unable to pay some or all of their charges after receiving care, through no fault of their own, may apply for financial assistance from Aldersgate's Financial Assistance Program. The policy governing this program has established a committee consisting of management and members of the board of directors to accept and consider applications for assistance.

Aldersgate has estimated its direct and indirect costs of providing financial assistance under its Financial Assistance Program. In order to estimate the cost of providing such care, management calculated a cost-to-charge ratio by comparing the cost to provide services to residents and amounts charged to residents. The cost-to-charge ratio is applied to the charges foregone to calculate the estimated direct and indirect cost of providing financial assistance. Using this methodology, Aldersgate has estimated the costs for services under Aldersgate's financial assistance policy to be approximately \$196,000 for the year ended December 31, 2024.

Aldersgate received approximately \$496,000 to subsidize the costs of providing financial assistance under its policy for the year ended December 31, 2024.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donor-Restricted Contributions

Conditional promises to give and indications of intentions to give cash and other assets to Aldersgate are reported at fair value at the date the contribution is received. The contributions are reported as support with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and are reported in the consolidated statement of operations as net assets released from restrictions if used for services, and are reported as changes in net assets without donor restrictions if used for purchase of property and equipment. Donor-restricted contributions, whose restrictions are met within the same year as received, are reported as other income in the accompanying consolidated statement of operations.

Deficit of Revenues, Gains and Other Support Under Expenses

The consolidated statements of operations include deficit of revenues, gains, and other support under expenses. Changes in net assets without donor restrictions which are excluded from deficit of revenues, gains, and other support under expenses, consistent with industry practice, would include permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets).

Income Taxes

Aldersgate at Shamrock, Holdings, Aldersgate at Home, and ALPS are exempt from federal income taxes under Section 501(c)(3) and 501(c)(2), respectively, of the Internal Revenue Code (IRC). Accordingly, Aldersgate at Shamrock, Holdings, Aldersgate at Home, and ALPS have made no provision for income taxes in the consolidated financial statements.

Aldersgate at Shamrock, Holdings, Aldersgate at Home, and ALPS are not aware of any activities that would jeopardize their tax-exempt status. Aldersgate at Shamrock, Holdings, Aldersgate at Home, and ALPS follow accounting guidance regarding recognition and measurement of uncertain tax positions. As of December 31, 2024, management is not aware of any uncertain tax positions.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value of Financial Instruments

Aldersgate uses fair value measurements to record certain assets and liabilities. Fair value measurement applies to reported balances that are required or permitted to be measured at fair value under the Fair Value Measurements and Disclosures standard. Aldersgate emphasizes that fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability and establishes a fair value hierarchy. The fair value hierarchy consists of three levels of inputs that may be used to measure fair value as follows:

Level 1 – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that Aldersgate has the ability to access.

Level 2 – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments may be estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level 3 – Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

The Fair Value Option Standard for Financial Assets and Financial Liabilities allows entities the irrevocable option to elect fair value for the initial and subsequent measurement for eligible financial assets and liabilities on an instrument-by-instrument basis. Aldersgate has not elected to measure any existing financial assets or financial liabilities at fair value under this option.

Deferred Marketing Costs

Deferred marketing costs of approximately \$533,000 are being amortized using the straight-line method. Total accumulated amortization was approximately \$156,000 as of December 31, 2024.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Functional Allocation of Expenses

The costs of programs and supporting services activities have been summarized on a functional basis in the consolidated statement of operations. The consolidated statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied.

Subsequent Events

In preparing these consolidated financial statements, Aldersgate has evaluated events and transactions for potential recognition or disclosure through April 25, 2025, the date the consolidated financial statements were available to be issued.

NOTE 2 STATUTORY OPERATING RESERVE

Assets limited as to use designated for the statutory operating reserve represent an amount set aside to meet the requirements of North Carolina General Statute Chapter 58, Article 64. Under this legislation, Aldersgate is required to maintain an operating reserve at least equal to 25% (50% if occupancy is less than 90%) of projected operating costs as defined by the statute. During the year ended December 31, 2024, Aldersgate's occupancy dropped below 90% resulting in an increased operating reserve requirement. The North Carolina Department of Insurance, approved Aldersgate to utilize the value of excess, unencumbered land held by Holdings A and Holdings B, outside of Aldersgate at Shamrock, valued at approximately \$12,400,000, to meet the increased requirement. This land is reflected in property plant and equipment on the consolidated balance sheet. Aldersgate has designated approximately \$10,144,000 of unrestricted cash and investments, along with the land, to meet the reserve requirement at December 31, 2024.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 3 RISKS AND UNCERTAINTIES

Concentrations of Credit Risks

Financial instruments, which potentially subject Aldersgate to concentration of credit risk, consist principally of cash equivalents, investments, assets limited as to use, and receivables. Aldersgate limits the amount of credit exposure to each individual financial institution and places its temporary cash and investments with high credit quality financial institutions. At times, such cash and investments may be in excess of Federal Deposit Insurance Corporation limits. Management believes these financial institutions have strong credit ratings and that credit risk related to these deposits is minimal.

Regulatory Matters

Aldersgate is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, Medicare and Medicaid program participation requirements and reimbursement for patient services, and Medicare and Medicaid fraud and abuse.

Since August 2023, Aldersgate has operated under consent orders of administrative supervision with the North Carolina Department of Insurance. This supervision requires additional reporting and approval from the North Carolina Department of Insurance for certain spending and business transactions. Aldersgate management is not aware of any noncompliance with the consent orders. Aldersgate is expected to be under these orders until a determination is made by the North Carolina Department of Insurance that Aldersgate is in the appropriate financial condition.

Insurance

Aldersgate purchases commercial insurance policies for general and professional liability, director and officer, workers' compensation, property, and other general business coverage with minimal deductibles. Adequate provision has been made for amounts expected to be paid under each policy's deductible limits for unasserted claims not covered by the policy and any other uninsured liability.

On July 1, 2016, Aldersgate changed from a fully insured health insurance plan for its employees to a self-insured arrangement. From the employee perspective, the elements of the self-insured plan are identical to what had been in place under the fully insured plan, but the risk for payment of all claims is now borne by Aldersgate rather than an insurance company. Effective October 1 2023, Aldersgate joined the Heritage Captive to remain self-funded, but under the risk sharing model of the captive. Aldersgate has engaged Cigna as third-party administrator, giving employees access to the Cigna network and negotiated fees. Aldersgate also has purchased specific stop loss protection from BCBSNC for all claims over \$100,000, and aggregate stop loss protection for aggregated claims which exceed \$1,000,000 over the policy period of 12 months.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 4 INVESTMENTS

Investments consist of the following as of December 31, 2024:

Commonfund Contingent Asset Portfolio	\$ 114,431
Commonfund Institutional High Quality Bond Fund, LLC	1,747,582
Commonfund Vanguard Russell 3000 Index Fund	2,679,538
Commonfund City National Rochdale Government MM Fund	1,757
Commonfund Fidelity Global ex U.S. Index Fund	375,929
Total	<u>\$ 4,919,237</u>

Realized gains and losses on sales of investments and assets limited as to use are calculated using the specific identification method. Investment income included in net assets is comprised of the following:

Revenues, Gains, and Other Support:	
Interest and Dividends	\$ 143,639
Realized Net Gains on Investments	<u>115,687</u>
Total	<u>259,326</u>
Less: Investment Fees	(12,254)
Investment Income, Net	<u>247,072</u>
Nonoperating Income:	
Unrealized Net Gains on Investments	1,804,957
Total Investment Income	<u>\$ 2,052,029</u>

NOTE 5 PROPERTY, PLANT, AND EQUIPMENT

The components of property, plant, and equipment at December 31, 2024 were as follows:

Land and Improvements	\$ 14,382,249
Buildings and Improvements	174,082,113
Furniture, Fixtures, and Equipment	20,466,426
Vehicles	546,075
Subtotal	<u>209,476,863</u>
Less: Accumulated Depreciation	(107,380,860)
Subtotal	<u>102,096,003</u>
Construction in Progress	1,243,317
Property and Equipment, Net	<u>\$ 103,339,320</u>

Depreciation expense for the year ended December 31, 2024 totaled approximately \$7,381,000. The majority of the construction in progress at December 31, 2024, relates to campus upgrades and unit renovations in independent living.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 6 ASSETS LIMITED AS TO USE

Assets limited as to use are comprised of the following at December 31, 2024:

Cash and Cash Equivalents	\$ 808,591
Mutual Funds	11,603,437
Money Market Funds	7,964,993
Beneficial Interests in Assets Held by Others	1,622,876
Total	<u>\$ 21,999,897</u>

NOTE 7 LONG-TERM DEBT

Long-term debt consists of the following at December 31, 2024:

North Carolina Medical Care Commission:

Retirement Facilities Revenue Bonds, Series 2015	\$ 49,240,000
Retirement Facilities Revenue Refunding Bonds, Series 2017A	17,015,000
Retirement Facilities Revenue Refunding Bonds, Series 2021B	13,620,000
Retirement Facilities Revenue Refunding Bonds, Series 2023	21,515,000
Subtotal	101,390,000
Less: Current Portion	(3,455,000)
Less: Unamortized Bond Discount	(90,906)
Less: Unamortized Debt Issuance Costs	(1,143,368)
Total	<u>\$ 96,700,726</u>

In October 2013, the North Carolina Medical Care Commission issued its \$38,025,000 Retirement Facilities First Mortgage Revenue Refunding Bonds Series 2013 (the 2013 Bonds). The proceeds of the 2013 Bonds were used to refund the then outstanding 2009 and 2010 Bonds, to fund a debt service reserve fund, and to pay certain costs incurred in connection with the authorization and issuance of the 2013 Bonds. Principal payments on the 2013 Bonds began in July 2014 and were to extend through July 2035. Interest on the 2013 Bonds was paid semi-annually with interest rates ranging from 2% to 6.25%. The 2013 Bonds were refinanced in 2021 with the proceeds of the North Carolina Medical Care Commission Taxable Retirement Facilities Revenue Refunding Bonds, Series 2021A.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 7 LONG-TERM DEBT (CONTINUED)

In November 2015, the North Carolina Medical Care Commission issued its \$49,240,000 Retirement Facilities First Mortgage Revenue Bonds Series 2015 (the 2015 Bonds). The proceeds of the 2015 Bonds were for the purpose of providing funds to Aldersgate at Shamrock to be used to finance the cost of an approximately 140,000 square-foot replacement 125-bed nursing home, to refinance the cost of the completion of, and the additions and improvements to, the existing memory care support facility, renovation and reconfiguration of the existing memory support town center, and to pay certain expenses incurred in connection with the issuance of the Series 2015 Bonds. Principal payments on the 2015 Bonds begin in July 2032 and extend through July 2045. Interest on the 2015 Bonds is paid semi-annually with interest rates ranging from 4.7% to 5%.

In September 2016, Aldersgate at Shamrock entered into a loan agreement with a financial institution for an amount not to exceed \$16,400,000. An initial advance of approximately \$2,878,000 was provided at closing to refund outstanding debt. Additional advances on the loan were made by the financial institution at the request of Aldersgate at Shamrock as needed for construction. Interest was payable monthly beginning October 2016 at a rate of LIBOR plus a credit spread (ranging from 2.2% to 2.9%) depending on Aldersgate at Shamrock's debt to capitalization ratio. The outstanding balance was paid from the proceeds related to the issuance of the North Carolina Medical Care Commission Retirement Facilities First Mortgage Revenue Refunding Bonds, Series 2017A.

In May 2017, the North Carolina Medical Care Commission issued its \$19,080,000 Retirement Facilities First Mortgage Revenue Refunding Bonds Series 2017A (the 2017A Bonds). The proceeds of the 2017A Bonds were to refund the outstanding 2016 bank loan, finance the costs of constructing, renovating, equipping, and furnishing an approximately 43,000 square foot community center, to acquire a parcel of land, to fund a debt service reserve fund, and to pay certain expenses incurred in connection with the issuance of the Series 2017A Bonds. Principal payments on the 2017A Bonds began in July 2020 and extend through July 2047. Interest on the 2017A Bonds is paid semi-annually with interest rates ranging from 2.5% to 4.5%.

In May 2017, the North Carolina Medical Care Commission issued its \$15,712,645 Retirement Facilities First Mortgage Revenue Bonds Series 2017B (the 2017B Bonds). The proceeds of the 2017B Bonds were used to construct, equip, furnish, and market 62 new independent living units, fund routine capital improvements to buildings throughout Aldersgate at Shamrock's campus and to pay certain expenses incurred in connection with the issuance of the Series 2017B Bonds. Principal payments on the 2017B Bonds began in July 2019 and were to extend through June 2044. The 2017B Bonds were a draw down loan. Monthly interest payments began July 2017 at a variable rate based upon 67% of the sum of the 30-day LIBOR, calculated on the basis of an actual 360-day year, plus a credit spread. The 2017B Bonds were refinanced in 2021 with the proceeds of the North Carolina Medical Care Commission Tax- Exempt Retirement Facilities Revenue Refunding Bonds, Series 2021B.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 7 LONG-TERM DEBT (CONTINUED)

In July 2021, the North Carolina Medical Care Commission issued its \$28,685,000 Taxable Retirement Facilities Revenue Refunding Bonds (the 2021A Bonds). The proceeds of the 2021A Bonds were to refund the outstanding 2013 Bonds, fund interest due on the 2013 Bonds through the bond call date, and pay certain expenses incurred in connection with the issuance of the 2021A Bonds. Interest funded through the call date of \$2,990,978 was recognized as part of the loss on the early extinguishment of debt in 2021. Principal payments on the 2017A Bonds begin in July 2022 and extend through June 2035. Monthly interest payments began September 2021 and are paid semi-annually with interest rates ranging from 2.2% to 2.7%. In March 2023, the 2021A Bonds were converted to tax-exempt bonds and reissued at the remaining principal balance of \$25,665,000 (the 2023 Bonds).

In July 2021, the North Carolina Medical Care Commission issued its \$15,340,000 Retirement Facilities Revenue Refunding Bonds (the 2021B Bonds). The proceeds of the 2021B Bonds were to refund the outstanding 2017B Bonds, terminate the interest rate swap agreement used to hedge the 2017B Bonds and pay certain expenses incurred in connection with the issuance of the 2021B Bonds. Principal payments on the 2017B Bonds began in December 2021 and extend through June 2044. Monthly interest payments began September 2021 and are paid semi-annually with interest rate of 2.6%

In July 2021, Aldersgate entered into an interest rate swap agreement related to a portion of the outstanding Series 2021A Bonds. The swap agreement is with a financial institution and has an original notional amount of \$28,685,000, with a trade date and effective date of July 28, 2021, and a termination date of April 3, 2023. Under the swap agreement, the interest on the Aldersgate 2021A Bonds variable rate borrowings are effectively converted to 1.95%.

In July 2021, Aldersgate entered into an interest rate swap agreement related to a portion of the outstanding Series 2021A Bonds. The swap agreement is with a financial institution and has an original notional amount of \$25,470,000, with a trade date of July 28, 2021, and a forward effective date of April 2, 2023, and a termination date of July 1, 2033. Under the swap agreement, the interest on the Aldersgate 2021A Bonds variable rate borrowings are effectively converted to 2.66%. Aldersgate recognized the fair value of the of its interest rate swap on the consolidated balance sheets, representing an asset of approximately \$1,696,000 at December 31, 2024.

In July 2021, Aldersgate entered into an interest rate swap agreement related to a portion of the outstanding Series 2021B Bonds. The swap agreement is with a financial institution and has an original notional amount of \$15,340,000, with a trade date and effective date of July 28, 2021, and a termination date of July 1, 2033. Under the swap agreement, the interest on the Aldersgate 2021B Bonds variable rate borrowings are effectively converted to 1.58%. Aldersgate recognized the fair value of the of its interest rate swap on the consolidated balance sheets, representing an asset of approximately \$1,788,000 at December 31, 2024.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 7 LONG-TERM DEBT (CONTINUED)

Aldersgate at Shamrock has certain requirements as well as other financial covenants contained in its bond agreements. At December 31, 2024, Aldersgate at Shamrock did not meet certain financial covenants contained within its bond agreements. The series 2015, 2017A, 2021B, and 2023 Bonds are collateralized by certain property of Aldersgate.

Scheduled annual principal maturities of long-term debt are as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>
2025	\$ 3,455,000
2026	3,550,000
2027	3,645,000
2028	3,750,000
2029	3,855,000
Thereafter	<u>83,135,000</u>
Total	<u><u>\$ 101,390,000</u></u>

NOTE 8 ENTRANCE FEES

Deferred entrance fee revenue by contract type as of December 31, 2024 was as follows:

Standard	\$ 16,009,720
95% Refundable	93,244
90% Refundable	1,309,735
50% Refundable	11,023,684
Total	<u><u>\$ 28,436,383</u></u>

Refundable entrance fees by contract type as of December 31, 2024 were as follows:

Standard	\$ 466,646
95% Refundable	4,048,364
90% Refundable	25,547,406
50% Refundable	18,778,644
Total	<u><u>\$ 48,841,060</u></u>

As of December 31, 2024, approximately \$1,930,000 of refundable entrance fees were contractually past due.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 9 NET ASSETS

Net assets with donor restrictions are restricted for the following purposes or periods as of December 31, 2024:

Subject to Expenditure for Specific Purpose:

Financial Assistance to Residents	\$ 707,903
Woodshop	5,275
Suzanne H. Pugh Leadership Development	
Scholarship for Women	2,000
Art	21,178
LEAF	53,669
Chapel Fund	15,133
Other	9,412
Subtotal	<u>814,570</u>

Subject to Aldersgate's Spending Policy and Appropriation:

Endowment Funds	1,148,195
Total Net Assets With Donor Restrictions	<u>\$ 1,962,765</u>

There was approximately \$171,000 of releases from restrictions for the year ended December 31, 2024.

Aldersgate's net assets with donor restrictions include individual endowments established for a variety of purposes. Net assets associated with endowment funds are classified and reported based on the existence of donor-imposed restrictions.

Aldersgate complies with the North Carolina Uniform Prudent Management of Institutional Funds Act (the Act). Aldersgate has interpreted the Act as requiring the preservation of the fair value of the original gift as of the gift date absent explicit donor stipulations to the contrary. Aldersgate classifies as net assets with donor restrictions the original value of gifts with donor-imposed restrictions and the portion of income derived from the gift, if any, that the donor requires to be kept in perpetuity. The portion of income derived from the gift, if any, that the donor does not require to be kept in perpetuity is classified in the consolidated balance sheets as net assets with donor restrictions until those amounts are appropriated for expenditure by Aldersgate in a manner consistent with the donor's stipulation and the standard of prudence prescribed in the Act. Unless a donor explicitly stipulates otherwise, unrealized net appreciation in market value of the original gift is maintained as net assets with donor restrictions until those amounts are appropriated for expenditure by Aldersgate in a manner consistent with the donor's stipulation and the standard of prudence prescribed in the Act. Any unrealized net depreciation that causes total market value to decline below the amount of the original gift is reported in net assets without donor restrictions.

From time to time, the fair value of assets associated with the individual donor-restricted endowment funds may experience temporary unfavorable market declines which may cause a fund to fall below the level that was donated to Aldersgate. No deficiencies of this nature existed as of December 31, 2024 and 2023.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 9 NET ASSETS (CONTINUED)

Endowment net asset composition by type and fund was as follows as of December 31, 2024:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-Designated Endowment Funds	\$ 1,119,297	\$ -	\$ 1,119,297
Donor-Restricted Endowment Funds:			
Original Donor-Restricted Gift Amount and Amounts Required to be Maintained in Perpetuity by Donor	- \$ 1,119,297	1,148,195 \$ 1,148,195	1,148,195 \$ 2,267,492
Total			

The following are the changes in endowment net assets managed by Aldersgate for the year ended December 31, 2024:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment Net Assets - Beginning of Year	\$ 1,009,901	\$ 1,115,906	\$ 2,125,807
Contribution - Income	- -	- (20,569)	- (20,569)
Distributions	- 109,396	(20,569) 52,858	(20,569) 162,254
Realized Gains/Losses and Change in Unrealized Gains/Losses on Investments			
Endowment Net Assets -End of Year	\$ 1,119,297	\$ 1,148,195	\$ 2,267,492

Aldersgate had board designated endowment funds of \$1,119,297 for the year ended December 31, 2024. These board designated endowment funds are included as a component of net assets without donor restrictions.

Return Objectives and Risk Parameters

Aldersgate has adopted an investment policy for donor-restricted gifts that attempts to provide a predictable stream of funding. Such assets are invested in a manner that is intended to maximize income while preserving capital, strive for consistent absolute returns, and preserve purchasing power by striving for returns which exceed fees and inflation without putting the principal value at imprudent risk. Management targets an asset allocation that diversifies investments consistent with commonly accepted industry standards to minimize the risk of large losses and meet Aldersgate's return objectives. Imprudent concentrations in any single asset class or investment vehicle are prohibited.

Spending Policy

Aldersgate spends income generated from endowment assets according to stipulations of the donors. Aldersgate's spending policy preserves the value of the original gift of the endowment assets held in perpetuity.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 10 RESIDENT AND HOME AND COMMUNITY BASED SERVICES REVENUE

Resident and home and community based services revenue is reported at the amount that reflects the consideration to which Aldersgate expects to be entitled in exchange for providing resident care. These amounts are due from residents, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, Aldersgate bills the residents and third-party payors several days after the services are performed. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by Aldersgate. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. Aldersgate believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to residents in the facilities receiving skilled nursing services, residents receiving services in the facilities, or as part of the at home program. Aldersgate measures the performance obligation from admission into the facility, or the commencement of an outpatient service, to the point when it is no longer required to provide services to that resident, which is generally at the time of discharge or completion of the outpatient services. Aldersgate considers monthly rental for housing services as a separate performance obligation and measures this on a monthly basis, or upon move-out within the month, whichever is shorter. Nonrefundable entrance fees are considered to contain a material right associated with access to future services, which is the related performance obligation. Revenue from nonrefundable entrance fees is recognized ratably in future periods covering a resident's life expectancy using a time-based measurement similar to the output method. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to our residents and customers in a retail setting (for example, gift shop and cafeteria meals) and Aldersgate does not believe it is required to provide additional goods or services related to that sale.

Because all of its performance obligations relate to contracts with a duration of less than one year, Aldersgate has elected to apply the optional exemption provided in FASB ASC 606 10 50-14(a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Aldersgate determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with Aldersgate's policy, and/or implicit price concessions provided to residents. Aldersgate determines its estimates of contractual adjustments based on contractual agreements, its policies, and historical experience. Aldersgate determines its estimate of implicit price concessions based on its historical collection experience.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 10 RESIDENT AND HOME AND COMMUNITY BASED SERVICES REVENUE (CONTINUED)

Agreements with third-party payors typically provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payors follows:

Medicare and Medicaid

Aldersgate's licensed nursing facility participates in the Medicare program. This federal program is administered by the Centers for Medicare and Medicaid Services (CMS). The nursing facility was paid under the Medicare Prospective Payment System (PPS) for residents who are Medicare Part A eligible and met the coverage guidelines for skilled nursing facility services. The PPS was a per diem price-based system. CMS finalized the Patient Driven Payment Model (PDPM) to replace the existing Medicare reimbursement system effective October 1, 2019. Under PDPM, the underlying complexity and clinical needs of a patient are used as a basis for reimbursement. In addition, PDPM introduced variable adjustment factors that change reimbursement rates during the resident's length of stay. Annual cost reports are required to be submitted to the designated Medicare Administrative Contractor; however, they do not contain a cost settlement.

Nursing facilities licensed for participation in the Medicare and Medical Assistance programs are subject to annual licensure renewal. If it is determined that a nursing facility is not in substantial compliance with the requirements of participation, CMS may impose sanctions and penalties during the period of noncompliance. Such a payment ban would have a negative impact on the revenues of the licensed nursing facility.

Aldersgate's licensed nursing facility participates in the Medicaid program which is administered by the North Carolina Division of Health Benefits. Services rendered to Medicaid program beneficiaries are reimbursed using predetermined per diem rate as defined for each Medicaid provider in North Carolina. Annual cost report filings are required for Medicaid providers, which include the completion of the North Carolina Division of Health Benefit's supplemental schedules. For Continuing Care Retirement Facilities, the Supplemental Schedules do not contain a cost settlement.

Other

Payment agreements with certain commercial insurance carriers provide for payment using prospectively determined daily rates.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 10 RESIDENT AND HOME AND COMMUNITY BASED SERVICES REVENUE (CONTINUED)

Settlements with third-party payors for retroactive adjustments due to audits, reviews, or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and Aldersgate's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations. Adjustments arising from a change in an implicit price concession impacting transaction price, were not significant in 2024.

Generally residents who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. Aldersgate estimates the transaction price for residents with deductibles and coinsurance based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to resident services revenue in the period of the change. Additional revenue recognized due to changes in its estimates of implicit price concessions, discounts, and contractual adjustments were not considered material for the year ended December 31, 2024. Subsequent changes that are determined to be the result of an adverse change in the resident's ability to pay are recorded as credit loss expense.

Aldersgate has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors: payors, service lines, method of reimbursement, and timing of when revenue is recognized.

The composition of resident and home and community based services revenue by primary payor for the year ended December 31, 2024 is as follows:

Medicare	\$ 8,367,607
Medicaid	983,438
Private	<u>37,164,607</u>
Total	<u><u>\$ 46,515,652</u></u>

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 10 RESIDENT AND HOME AND COMMUNITY BASED SERVICES REVENUE (CONTINUED)

Revenue from resident's deductibles and coinsurance are included in the categories presented above based on primary payor.

The composition of resident and home and community based services revenue based on Aldersgate's lines of business, method of reimbursement, and timing of revenue recognition for the year ended December 31, 2024 are as follows:

Service Lines:

Independent Living	\$ 16,368,858
Assisted Living	3,167,183
Skilled Nursing Facility	15,238,515
Memory Support	4,862,920
Home and Community Based Services	4,105,186
Other	<u>2,772,990</u>
Total	<u><u>\$ 46,515,652</u></u>

Method of Reimbursement:

Monthly Service Fees	\$ 32,121,113
Fee for Service	<u>14,394,539</u>
Total	<u><u>\$ 46,515,652</u></u>

Timing of Revenue and Recognition:

Health Care Services Transferred Over Time	<u><u>\$ 46,515,652</u></u>
--	-----------------------------

Financing Component

Aldersgate has elected the practical expedient allowed under FASB ASC 606-10-32-18 and does not adjust the promised amount of consideration from residents and third-party payors for the effects of a significant financing component due to Aldersgate's expectation that the period between the time the service is provided to a resident and the time that the resident or a third-party payor pays for that service will be one year or less. However, Aldersgate does, in certain instances, enter into payment agreements with residents that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

The opening and closing contract balances were as follows:

	Accounts Receivable, Net	Deferred Entrance Fees, Net
Balance as of January 1, 2024	\$ 3,918,177	\$ 27,318,869
Balance as of December 31, 2024	3,291,855	28,436,383

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 10 RESIDENT AND HOME AND COMMUNITY BASED SERVICES REVENUE (CONTINUED)

Contract Costs

Aldersgate has applied the practical expedient provided by FASB ASC 340-40-25-4 and all incremental customer contract acquisition costs are expensed as they are incurred as the amortization period of the asset that the Organization otherwise would have recognized is one year or less in duration.

NOTE 11 BENEFIT PLAN

Aldersgate has a defined contribution retirement plan that covers all employees of Aldersgate who have completed 30 days of employment and who are regularly scheduled to work a minimum of 20 hours per week. Employees whose annual compensation hours exceed 1,000 shall be eligible to receive a discretionary annual contribution of a percentage of annual gross compensation subject to approval by the board of directors, depending on the financial performance of Aldersgate. Aldersgate matches 50% of the voluntary contribution of each employee up to a maximum of 4% of annual compensation. Employees vest in employer contributions on a graded scale over a six-year period.

There were no discretionary contributions made to the plan by Aldersgate during the year ended December 31, 2024.

NOTE 12 FAIR VALUE MEASUREMENTS

Aldersgate uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures.

All assets have been valued using a market approach, except for funds which are valued based on a net asset value per share (or its equivalent). Alternative funds held by Aldersgate seek long-term capital appreciation and reduction of overall portfolio risk through investing in Commonfund contingent asset, multi-strategy equity, and multi-strategy bond investor portfolios, and directional and nondirectional hedge fund of funds. Aldersgate has an alternative investment valuation procedure in which management validates the fair value reported by the third-party investment manager.

For additional information on how Aldersgate measures fair value refer to Note 1 – Organization and Summary of Significant Accounting Policies.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 12 FAIR VALUE MEASUREMENTS (CONTINUED)

The following table presents the fair value hierarchy for the balances of the assets and liabilities of Aldersgate measured at fair value on a recurring basis, except those measured by using net asset value (NAV) per share as a practical expedient, as of December 31, 2024:

	Level 1	Level 2	Level 3	Total
Assets:				
Assets Limited as to Use:				
Money Market Funds	\$ 7,964,993	\$ -	\$ -	\$ 7,964,993
Interest Rate Swap Agreements	- -	3,484,052	- -	3,484,052
Total Assets Measured at Fair Value	<u>\$ 7,964,993</u>	<u>\$ 3,484,052</u>	<u>\$ - -</u>	<u>\$ 11,449,045</u>

Certain alternative investments held by Aldersgate calculate net asset value per share (or its equivalent). The following tables set forth additional disclosures for the fair value measurement of funds that calculate net asset value per share (or its equivalent) for the year ended December 31, 2024:

	Net Asset Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
CF Institutional High Quality Bond Fund, LLC	\$ 5,869,755	\$ -	Weekly	5 Days
CF Contingent Asset Portfolio, LLC	384,351	- -	Weekly	5 Days
Vanguard Russell 3000 Index Fund	8,999,997	- -	Monthly	5 Days
Fidelity Global ex U.S. Index Fund	1,262,667	- -	Monthly	5 Days
City National Rochdale Government MM Fund	5,904	- -	Monthly	5 Days
Endowment Fund	1,622,876	- -	N/A	N/A
Total Alternative Funds	<u>\$ 18,145,550</u>	<u>\$ - -</u>		

The alternative investment funds are valued at the net asset value (NAV) of units, which are based on market prices of the underlying investments, held by Aldersgate at year-end.

NOTE 13 RELATED PARTY TRANSACTIONS

As of December 31, 2023, Aldersgate at Shamrock had a net amount due from Aldersgate at Home for expenses paid by Aldersgate at Shamrock on behalf of Aldersgate at Home of approximately \$853,000. The outstanding amount was paid by Aldersgate at Home during the year ended December 31, 2024. As described in Note 1, as part of the restructuring efforts in 2024, the operations of Aldersgate at Home were merged with Aldersgate at Shamrock during 2024. Aldersgate at Home was dissolved effective December 31, 2024.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 13 RELATED PARTY TRANSACTIONS (CONTINUED)

During the year ended December 31, 2023, ALPS executed and delivered a note payable to Aldersgate at Shamrock for approximately \$5,470,000. The note is for reimbursement of previous expenses paid by Aldersgate at Shamrock on behalf of ALPS. The note is based upon specific triggering events that could occur in the future and therefore this receivable has been fully reserved for as of December 31, 2024 by Aldersgate at Shamrock.

NOTE 14 COMMITMENTS AND CONTINGENCIES

Aldersgate is subject to potential litigation arising in the ordinary course of business. The ultimate resolution of these matters is not ascertainable at this time; however, management is of the opinion that any liability or loss in excess of insurance coverage resulting from such litigation will not have a material effect on the financial position of Aldersgate.

NOTE 15 LIQUIDITY AND AVAILABILITY

Aldersgate invests cash in excess of short-term requirements in short-term investments, which include asset, equity, and bond portfolios, which are liquid within one week. Certain alternative investments are liquid within one year or less.

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, compromise the following:

Cash and Cash Equivalents	\$ 2,011,580
Investments and Assets Limited as to Use:	
Operating Investments	4,919,237
Designated for Statutory Operating Reserve	10,144,250
Board Designated	<u>1,119,297</u>
Total Investments and Assets Limited as to Use	16,182,784
Accounts Receivable, Net	3,291,855
Entrance Fees Receivable	<u>43,140</u>
Total Financial Assets Available to Meet Liquidity Needs	<u>\$ 21,529,359</u>

Aldersgate has included amounts designated for the statutory operating reserve as financial assets available in the table above. These amounts are classified as assets limited to use on the balance sheet under the requirements of North Carolina General Statute Chapter 58, Article 64, as noted in Note 2. Under the statute, these amounts would require approval from the state prior to use.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 15 LIQUIDITY AND AVAILABILITY (CONTINUED)

Over the last few years, operating losses, as well as other conditions that Aldersgate has faced related to meeting certain financial debt covenant requirements, created uncertainty about Aldersgate's ability to continue as a going concern. Management of Aldersgate evaluated these conditions and contracted with an industry consultant in 2023 to perform an operations assessment and to outline a corrective action plan with detailed action steps to address the following:

- Address and correct finance function deficiencies.
- Address and correct accounts payable and accounts receivable deficiencies.
- Address and correct corporate governance deficiencies.
- Review the current corporate structure of the Aldersgate group of related entities and amend as deemed appropriate.
- Review Aldersgate's current mission statement and strategic vision and amend as deemed appropriate and necessary.
- Review current and potential growth initiatives and decide whether such initiatives should continue, be initiated, be postponed, or be abandoned.

The full plan was submitted to certain stakeholders, including the North Carolina Department of Insurance and certain debt holders. North Carolina Department of Insurance placed Aldersgate under Administrative Supervision in August 2023 and has maintained Administrative Supervision through the date of this report. Aldersgate has worked closely with the North Carolina Department of Insurance while under Administrative Supervision and has kept residents and other stakeholders of Aldersgate fully apprised of all developments affecting Aldersgate's financial condition and operations. Management has implemented operational improvement plans and certain growth initiatives to increase revenues. Operational improvements also include addressing staffing levels in all departments and reviewing contracts for expense savings.

During the year ended December 31, 2024, Aldersgate had an operating loss of approximately \$3,627,000 and an overall decrease in its net assets without restrictions of approximately \$3,639,000. As of that date, Aldersgate's current liabilities exceed its current assets by approximately \$1,352,000. Aldersgate has implemented certain items within the corrective action plan, including the corporate restructuring noted within Note 1 that was completed in 2024, in addition to changes made to its corporate governance structure. Aldersgate continues to work through the other initiatives noted above as were outlined within its corrective action plan.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 15 LIQUIDITY AND AVAILABILITY (CONTINUED)

In addition to the working through the corrective action plan, Aldersgate also explored potential affiliation opportunities with other life plan communities with the goal to bring stability and increased financial health to the organization and its residents. Subsequent to the year ended December 31, 2024, Aldersgate signed a non-binding Letter of Intent (LOI) with the Givens Estates, Inc., a North Carolina nonprofit corporation which owns and operates continuing care retirement communities located in Western NC, to explore a potential member substitution. While both parties have expressed intent to move forward, the affiliation remains subject to due diligence, final approvals, and regulatory approval. As of the date these consolidated financial statements were issued, no binding agreement has been executed.

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES
CONSOLIDATING BALANCE SHEET
DECEMBER 31, 2024
(SEE INDEPENDENT AUDITORS' REPORT)**

ASSETS	Aldersgate United Methodist Retirement Community, Inc.	Aldersgate at Home	Eliminating Entries	Obligated Group	Aldersgate Holdings, Inc.	Aldersgate Life Plan Services Inc.	Eliminating Entries	Consolidated
CURRENT ASSETS								
Cash and Cash Equivalents	\$ 1,565,815	\$ 442,536	\$ -	\$ 2,008,351	\$ -	\$ 3,229	\$ -	\$ 2,011,580
Investments	4,919,237	-	-	4,919,237	-	-	-	4,919,237
Accounts Receivable	4,845,806	274,538	-	5,120,344	-	-	-	5,120,344
Allowance for Credit Losses	(1,729,393)	(99,096)	-	(1,828,489)	-	-	-	(1,828,489)
Accounts Receivable, Net	3,116,413	175,442	-	3,291,855	-	-	-	3,291,855
Entrance Fee Receivable	43,140	-	-	43,140	-	-	-	43,140
Prepaid Expenses and Other Current Assets	891,121	5,308	-	896,429	-	14,940	-	911,369
Total Current Assets	10,535,726	623,286	-	11,159,012	-	18,169	-	11,177,181
DUE FROM RELATED PARTY								
	3,078	7,500	-	10,578	-	-	(10,578)	-
PROPERTY, PLANT, AND EQUIPMENT, NET								
	101,450,481	-	-	101,450,481	350,000	1,538,839	-	103,339,320
ASSETS LIMITED AS TO USE								
Designated for Statutory Operating Reserve	10,144,250	-	-	10,144,250	-	-	-	10,144,250
Held Under Bond Agreements	8,773,585	-	-	8,773,585	-	-	-	8,773,585
Board Designated	1,119,297	-	-	1,119,297	-	-	-	1,119,297
Donor Restricted	1,962,765	-	-	1,962,765	-	-	-	1,962,765
Total Assets Limited as to Use	21,999,897	-	-	21,999,897	-	-	-	21,999,897
ASSETS UNDER INTEREST RATE SWAP AGREEMENTS								
	3,484,052	-	-	3,484,052	-	-	-	3,484,052
OTHER ASSETS								
Deferred Marketing Costs, Net	376,970	-	-	376,970	-	-	-	376,970
Total Other Assets	376,970	-	-	376,970	-	-	-	376,970
Total Assets	\$ 137,850,204	\$ 630,786	\$ -	\$ 138,480,990	\$ 350,000	\$ 1,557,008	\$ (10,578)	\$ 140,377,420

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
CONSOLIDATING BALANCE SHEET (CONTINUED)
DECEMBER 31, 2024
(SEE INDEPENDENT AUDITORS' REPORT)

	Aldersgate United Methodist Retirement Community, Inc.	Aldersgate at Home, Inc.	Eliminating Entries	Obligated Group	Aldersgate Holdings, Inc.	Aldersgate Life Plan Services Inc.	Eliminating Entries	Consolidated
LIABILITIES AND NET ASSETS (DEFICIT)								
CURRENT LIABILITIES								
Accounts Payable and Accrued Expenses	\$ 6,679,408	\$ 290,702	\$ -	\$ 6,970,110	\$ -	\$ -	\$ -	\$ 6,970,110
Entrance Fee Deposits on Unoccupied Units	174,420	-	-	174,420	-	-	-	174,420
Current Portion of Long-Term Debt	3,455,000	-	-	3,455,000	-	-	-	3,455,000
Current Portion of Refundable Entrance Fees	1,929,535	-	-	1,929,535	-	-	-	1,929,535
Total Current Liabilities	12,238,363	290,702	-	12,529,065	-	-	-	12,529,065
DUE TO RELATED PARTY								
LONG-TERM DEBT, NET	96,700,726	-	-	96,700,726	-	-	-	96,700,726
OTHER LONG-TERM LIABILITIES	103,680	-	-	103,680	-	1,500,000	-	1,603,680
DEFERRED ENTRANCE FEES, NET	28,436,383	-	-	28,436,383	-	-	-	28,436,383
REFUNDABLE ENTRANCE FEES, NET	46,911,525	-	-	46,911,525	-	-	-	46,911,525
Total Liabilities	184,390,677	290,702	-	184,681,379	-	1,510,578	(10,578)	186,181,379
NET ASSETS (DEFICIT)								
Without Donor Restrictions:								
Undesignated	(49,622,535)	340,084	-	(49,282,451)	350,000	46,430	-	(48,886,021)
Designated by the Board for Endowment Fund	1,119,297	-	-	1,119,297	-	-	-	1,119,297
Total Without Donor Restrictions	(48,503,238)	340,084	-	(48,163,154)	350,000	46,430	-	(47,766,724)
With Donor Restrictions	1,962,765	-	-	1,962,765	-	-	-	1,962,765
Total Net Assets (Deficit)	(46,540,473)	340,084	-	(46,200,389)	350,000	46,430	-	(45,803,959)
Total Liabilities and Net Assets (Deficit)	<u>\$ 137,850,204</u>	<u>\$ 630,786</u>	<u>\$ -</u>	<u>\$ 138,480,990</u>	<u>\$ 350,000</u>	<u>\$ 1,557,008</u>	<u>\$ (10,578)</u>	<u>\$ 140,377,420</u>

**ALDERSGATE UNITED METHODIST RETIREMENT COMMUNITY, INC.
AND AFFILIATES**
CONSOLIDATING STATEMENT OF OPERATIONS
YEAR ENDED DECEMBER 31, 2024
(SEE INDEPENDENT AUDITORS' REPORT)

	Aldersgate United Methodist Retirement Community, Inc.	Aldersgate at Home	Eliminating Entries	Obligated Group	Aldersgate Holdings, Inc.	Aldersgate Life Plan Services Inc.	Eliminating Entries	Consolidated
REVENUE, GAINS, AND OTHER SUPPORT								
Resident Service Revenue	\$ 42,410,466	\$ -	\$ -	\$ 42,410,466	\$ -	\$ -	\$ -	\$ 42,410,466
Home and Community Based Services	-	4,105,186	-	4,105,186	-	-	-	4,105,186
Amortization of Deferred Entrance Fees	4,138,354	-	-	4,138,354	-	-	-	4,138,354
Investment Income, Net	247,072	-	-	247,072	-	-	-	247,072
Other Support	1,426,393	-	(166,396)	1,259,997	-	-	-	1,259,997
Net Assets Released from Restrictions for Use in Operations	170,569	-	-	170,569	-	-	-	170,569
Contributions	129,061	-	-	129,061	-	1,800	-	130,861
Total Revenue, Gains, and Other Support	48,521,915	4,105,186	(166,396)	52,460,705		1,800		52,462,505
EXPENSES								
Nursing and Related Services	15,445,878	3,122,999	-	18,568,877	-	-	-	18,568,877
Dietary	6,386,786	-	-	6,386,786	-	-	-	6,386,786
Housekeeping and Laundry	1,743,084	-	-	1,743,084	-	-	-	1,743,084
Plant Operations	5,045,351	-	-	5,045,351	-	-	-	5,045,351
Administration	12,623,040	369,670	(166,396)	12,826,314	-	46,158	-	12,872,472
Interest Expense	4,054,459	-	-	4,054,459	-	-	-	4,054,459
Amortization	37,399	-	-	37,399	-	-	-	37,399
Depreciation	7,380,614	-	-	7,380,614	-	492	-	7,381,106
Total Expenses	52,716,611	3,492,669	(166,396)	56,042,884		46,650		56,089,534
OPERATING INCOME (LOSS)								
	(4,194,696)	612,517	-	(3,582,179)	-	(44,850)	-	(3,627,029)
NONOPERATING INCOME (LOSS)								
Change in Net Unrealized Gains on Investments	1,804,957	-	-	1,804,957	-	-	-	1,804,957
Intercompany Gain (Loss)	(114,312)	-	-	(114,312)	-	114,312	-	-
Loss on Disposal of Fixed Assets	(1,593,447)	-	-	(1,593,447)	-	-	-	(1,593,447)
Change in Value of Interest Rate Swap Agreements	71,573	-	-	71,573	-	-	-	71,573
Total Nonoperating Income	168,771	-	-	168,771		114,312		283,083
EXCESS (DEFICIT) OF REVENUES, GAINS, AND OTHER SUPPORT OVER (UNDER) EXPENSES								
	\$ (4,025,925)	\$ 612,517	\$ -	\$ (3,413,408)		\$ 69,462		\$ (3,343,946)



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See CLAglobal.com/disclaimer. Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

Statement of Financial Position	<i>Givens</i> ALDERSGATE	As of SEPT 30 2025	As of DEC 31 2024	Variance
		FINAL	AUMRC + At Home	
CURRENT ASSETS				
Cash and Cash Equivalents		12,148,671	2,008,351	10,140,320
Investments		5,785,427	4,919,237	866,190
Accounts Receivable-Net		3,615,850	3,291,857	323,994
Due from Related Party Current		6,373,380	10,578	6,362,802
Entrance Fees Receivable		-	43,140	(43,140)
Prepaid Expenses & Other Current Assets		832,223	896,430	(64,208)
Total Current Assets		28,755,551	11,169,593	17,585,958
DUE FROM RELATED PARTY, Net Current Portion				
PROPERTY, PLANT, & EQUIPMENT - NET		147,874,466	101,800,480	46,073,986
ASSETS LIMITED AS OF USE				
Designated for Statutory Operating Reserve		10,574,376	10,144,250	430,126
Investments restricted for ERC Liability		-	-	-
Held Under Bond Agreements		8,315,527	8,773,585	(458,058)
Board Designated Fund		1,252,471	1,119,297	133,174
Donor Restricted Fund		2,142,644	1,962,765	179,879
Total Assets Limited as to Use		22,285,018	21,999,898	285,121
ASSETS UNDER INTEREST RATE SWAP AGREEMENTS		2,440,322	3,484,052	(1,043,730)
OTHER ASSETS				
Other Assets		-	-	-
Deferred Marketing Costs, Net		353,595	376,970	(23,375)
Promissory Note		-	-	-
Note Receivable		-	-	-
Note Receivable - Reserve Account		-	-	-
Goodwill		20,329,167	-	20,329,167
Total Other Assets		353,595	376,970	(23,375)
TOTAL ASSETS		222,038,119	138,830,994	83,207,126
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts Payable & Accrued Expenses		2,992,713	6,970,110	(3,977,397)
Entry Fee Deposits on Unoccupied Units		411,574	174,420	237,154
Due to Related Party Current (Aldersgate)		-	-	-
Entrance Fee Refunds Due		721,115	1,929,535	(1,208,420)
Current Portion of Long-term Debt		3,455,000	3,455,000	-
Total Current Liabilities		7,580,402	12,529,065	(4,948,662)
Long Term Debt Net of Current Portion		94,319,297	96,700,727	(2,381,430)
Other Long Term Liabilities		-	103,680	(103,680)
Deferred Entrance Fees, Net		29,636,886	28,436,383	1,200,503
Refundable Entrance Fees		44,244,522	46,911,526	(2,667,004)
TOTAL LIABILITIES		175,781,107	184,681,380	(8,900,273)
NET ASSETS				
Without Donor Restrictions				
Undesignated		43,159,184	(48,932,448)	92,091,632
Board Designated		1,119,297	1,119,297	-
Total Without Donor Restrictions		44,278,481	(47,813,151)	92,091,632
Donor Restricted		1,978,531	1,962,765	15,766
Total Net Assets		46,257,012	(45,850,386)	92,107,398
Total Liabilities & Net Assets		222,038,119	138,830,994	83,207,125

Statement of Operations	Givens ALDERSGATE	9/30/2025		Variance	
		Actual	Budget	Fav/(Unfav)	% Var
REVENUE					
Long-term care revenue		12,799,658	13,560,016	(760,358)	-5.6%
Residential revenue		12,830,881	13,343,685	(512,804)	-3.8%
Amortization of entrance fees		3,212,755	3,102,000	110,755	3.6%
Assisted living revenue		6,267,278	6,089,181	178,097	2.9%
Home Care revenue		2,834,664	3,467,091	(632,427)	-18.2%
Residential food service revenue		177,434	-	177,434	0.0%
Contributions and bequests		110,037	-	110,037	0.0%
Net assets released - operating		-	-	-	0.0%
Investment income		82,189	-	82,189	0.0%
Management fee revenue		-	-	-	0.0%
Other revenue		679,785	-	679,785	0.0%
Total Revenue, Gains, and Other Support		38,994,680	39,561,973	(567,293)	-1.4%
EXPENSES					
Long-term care expense		9,570,884	9,015,723	555,162	6.2%
Residential expense		8,920,077	9,733,504	(813,428)	-8.4%
Assisted living expense		3,086,910	3,148,742	(61,832)	-2.0%
Home Care expense		1,848,872	2,050,864	(201,992)	-9.8%
Amortization of Goodwill		170,833	-	170,833	0.0%
Management fee expense		137,574	-	137,574	0.0%
Bad debts		216,815	300,000	(83,185)	-27.7%
Depreciation		5,341,394	4,880,183	461,211	9.5%
Amortization		91,973	87,375	4,598	5.3%
Interest expense		2,511,225	3,000,000	(488,775)	-16.3%
Outreach expense		-	3,750	(3,750)	-100.0%
Administrative expenses		6,824,349	7,535,265	(710,916)	-9.4%
Total Expenses		38,720,907	39,755,406	(1,034,499)	-2.6%
Operating Gain (Loss)		273,773	(193,434)	467,207	241.5%
NON-OPERATING					
Loss on Asset Disposal		(1,290,014)	-	(1,290,014)	0.0%
Equity transfer in		20,500,000	-	20,500,000	0.0%
Realized and Unrealized Gain (Loss) on Investments		2,007,595	-	2,007,595	0.0%
Gain (Loss) on interest rate swap		(995,398)	-	(995,398)	0.0%
Total Non Operating Loss		20,222,183	-	20,222,183	0.0%
Excess (Deficit) of Revenues, Gains and Other support under expenses and Increase (Decrease) in Net Assets without Donor Restrictions		20,495,956	(193,434)	20,689,390	10696%

**Statement of
Cash Flows**



As of

Sept 30 2025

CASH FLOWS FROM OPERATING ACTIVITIES

Increase (Decrease) in Total Net Assets	\$ 20,511,722
<i>Adjustments to Reconcile Change in Net Assets to Net Cash Gained (Used) by Operating Activities:</i>	
Proceeds from Non-Refundable Entrance Fees	
	4,458,966
Depreciation	5,341,394
Amortization of Bond Discount	63,944
Amortization of Debt Issuance Costs	4,654
Bad Debt Expense	216,815
Increase in Due from Related Party	(6,500,000)
Change in Value of Interest Rate Swap Agreements	1,043,730
Amortization of Deferred Entrance Fees	(3,212,755)
Net Unrealized (Gains) Losses on Investments	(1,930,603)
Net Realized (Gains) Losses on Investments	(76,882)
Investment Income	(82,189)
<i>Changes in Operating Assets and Liabilities:</i>	
Accounts Receivable	(280,854)
Prepaid Expenses and Other Current Assets	64,208
Entrance Fee Deposits on Unoccupied Units	237,154
Accounts Payable and Accrued Expenses	(3,866,613)
Net Cash Provided (Used) by Operating Activities	15,992,691

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of Property, Plant, and Equipment	(1,609,718)
Abandoned Project	1,290,014
Proceed from sale of Investments	500,000
Net Purchases and Sales of Investments and Assets Limited as to Use	285,121
Net Cash Provided (Used) by Investing Activities	465,416

CASH FLOWS FROM FINANCING ACTIVITIES

Long Term Debt Net of Current Portion	(2,381,430)
Proceeds from the Issuance of Long-Term Debt	
Proceeds from Refundable Entrance Fees	793,478
Entrance Fees Refundable	
Entrance Fees Refunded	(4,729,837)
Net Cash Provided (Used) by Financing Activities	(6,317,788)

**NET INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS,
AND RESTRICTED CASH**

\$ 10,140,320

Cash, Cash Equivalents, and Restricted Cash - Beginning of Year

2,008,351

**CASH, CASH EQUIVALENTS, AND RESTRICTED CASH -
END OF YEAR**

\$ 12,148,671

**RECONCILIATION OF CASH, CASH EQUIVALENTS, AND
RESTRICTED CASH TO THE BALANCE SHEETS**

Cash and Cash Equivalents	\$ 12,148,671
Restricted Cash included in Assets Limited as to Use	2,142,644
Total Cash, Cash Equivalents, and Restricted Cash	\$ 14,291,315

ALDERSGATE
Long-Term Debt Service Coverage Ratio

AUMRC
(Inc At Home)
SEPT 2025

Excess (Deficit) of Revenues Over (Under) Expenses \$ 20,495,956

Add:

Depreciation and Amortization Expense	5,433,367
Interest Expense	2,511,225
Loss on Disposal of Fixed Assets/ Abandoned Project	1,290,014
Net Proceeds from Entrance Fees	522,607

Less:

Change in Value of Interest Rate Swap	995,398
Unrealized Gains on Investments	(2,007,595)
Amortization of Deferred Entry Fees	<u>(3,212,755)</u>

Income Available for Debt Service Requirement \$ 26,028,218

September 30 2025 Income Avail for Debt Service	\$ 26,028,218
Divided by 273 days through Sept 2025	273
Times days in year	365
Annualized Income Available for Debt Service Requirement	\$ <u>34,799,632</u>

Long-Term Debt Service Requirement \$ 7,533,650

Long-Term Debt Service Coverage Ratio **4.62**

Requirement per Section 3.07 (a) of the Loan Agreements **1.20**

ALDERSGATE	AUMRC (Inc At Home)
Days Cash on Hand	SEPT 2025 FINAL

Cash and Cash Equivalents	\$ 12,148,671
Investments	\$ 5,785,427
Assets Limited as to Use:	
Designated for Statutory Operating Reserve	\$ 10,574,376
Board Designated	\$ 1,252,471
Total Cash on Hand	<u>\$ 29,760,945</u>
Expenses	\$ 38,720,907
Less: Depreciation and Amortization	<u>\$ (5,433,367)</u>
	<u>\$ 33,287,540</u>
Daily Operating Expenses	\$ 132,975
Days Cash on Hand	224
Requirement per Section 5.11 of the Loan Agreements	120

**ALDERSGATE
Reserve Ratio**

**AUMRC (Inc at Home)
SEPT 2025**

Available Reserves:

Cash and Cash Equivalents	\$	12,148,671
Investments	\$	5,785,427
Assets Limited as to Use:		
Designated for Statutory Operating Reserve	\$	10,574,376
Held Under Bond Agreement	\$	8,315,527
Board Designated	\$	1,252,471
Less: Accrued Interest Payable	\$	-
Total Available Reserves	<u>\$</u>	<u>38,076,472</u>
Long Term Debt, Net of Current Portion	<u>\$</u>	<u>94,319,297</u>

Reserve Ratio

0.40

Attachment 6

The Givens Estates, Inc. and Subsidiaries

Compilation of a Financial Projection

For Each of the Five Years Ending
December 31, 2029

(with Accountant's Compilation Report thereon)

The Givens Estates, Inc. and Subsidiaries

Compilation of a Financial Projection

Five Years Ending December 31, 2029

TABLE OF CONTENTS

Accountant's Compilation Report	1
Projected Consolidated Financial Statements:	
Projected Consolidated Statements of Operations	2
Projected Consolidated Statements of Changes in Net Assets.....	3
Projected Consolidated Statements of Cash Flows	4
Projected Consolidated Balance Sheets	5
Summary of Significant Projection Assumptions and Rationale.....	6
Supplemental Information	36

Accountant's Compilation Report

The Board of Directors
The Givens Estates, Inc. and Subsidiaries
Asheville, North Carolina

Management of The Givens Estates, Inc. and Subsidiaries (the “Corporation”) (“Management”) is responsible for the accompanying financial projection of the Corporation, which comprises the projected consolidated balance sheets as of and for each of the five years ending December 31, 2029 and the related projected consolidated statements of operations, changes in net assets, and cash flows for each of the years then ending, and the related summary of significant assumptions and rationale in accordance with guidelines for the presentation of a financial projection established by the American Institute of Certified Public Accountants (“AICPA”).

The accompanying projection and this report were prepared to comply with the requirements of North Carolina General Statutes, Chapter 58, Article 64 and 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 projection 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 projection. The projected 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.

Furthermore, even if the following hypothetical assumptions occur during the projection period:

- the Corporation’s newly constructed and yet to be constructed independent living units are successfully marketed and achieve projected occupancy levels;
- construction, development, marketing, and other related costs for the new independent living units at Givens Highland Farms, an affiliate of the Corporation, occur in the assumed timeline and at the assumed costs; and
- the value of the assets acquired, and liabilities assumed of Givens Aldersgate, an affiliate of the Corporation, approximate the amounts assumed in the projection.

There will usually be differences between the projected 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.

Forvis Mazars, LLP

Atlanta, Georgia
November 20, 2025

The Givens Estates, Inc. and Subsidiaries

Projected Consolidated Statements of Operations For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025 ⁽¹⁾	2026	2027	2028	2029
Revenues, gains and other support:					
Amortization of entrance fees	\$ 16,294	\$ 22,466	\$ 23,387	\$ 23,683	\$ 24,096
Residential revenue	43,847	59,145	62,203	64,619	67,137
Assisted living and memory care revenue	7,415	14,232	14,368	14,841	15,329
Long-term care revenue, net	24,071	35,717	36,589	37,726	38,778
Residential food service revenue	4,380	4,808	4,944	4,969	4,997
Givens Choice	688	793	1,000	1,243	1,504
Givens Aldersgate at Home	1,545	4,916	5,113	5,317	5,530
Contributions and bequests	1,179	1,672	1,709	1,749	1,789
Net assets released from restrictions-operations	468	593	611	630	649
Other revenue	5,074	7,193	6,912	7,124	7,327
Investment income	2,900	3,654	3,767	4,137	4,551
Total revenues, gains and other support	107,861	155,189	160,603	166,038	171,687
Expenses:					
Administration	14,427	26,446	27,307	28,150	29,009
Assisted living	2,279	2,412	2,484	2,559	2,636
Long-term care	16,501	26,688	27,754	28,703	29,578
Home care	2,348	3,269	3,400	3,536	3,677
Maintenance	11,200	13,624	14,094	14,555	15,025
Dining services	11,908	16,280	16,852	17,337	17,833
Housekeeping	5,225	6,416	6,646	6,797	6,952
Marketing	1,998	3,462	3,570	3,680	3,793
Resident services	3,441	3,748	3,858	3,972	4,090
Utilities	6,181	7,134	7,389	7,651	7,925
Outreach	1,690	1,918	1,979	2,042	2,107
Givens Choice	233	368	391	414	439
Bad debts	78	80	82	85	88
Insurance	44	45	46	47	48
Depreciation	12,213	18,680	18,653	18,984	18,744
Amortization of intangible assets	363	63	63	63	63
Interest	4,668	6,969	6,871	6,615	6,338
Total expenses	94,797	137,602	141,439	145,190	148,345
Excess of revenues over expenses	13,064	17,587	19,164	20,848	23,342
Net assets released from restrictions-capital projects	820	80	80	80	80
Change in net assets without donor restrictions	\$ 13,884	\$ 17,667	\$ 19,244	\$ 20,928	\$ 23,422

(1) Givens Aldersgate financial information included is for the four months ending December 31, 2025.

**See accompanying Accountant's Compilation Report and Summary of Significant
Projection Assumptions and Rationale**

The Givens Estates, Inc. and Subsidiaries

Projected Consolidated Statements of Changes in Net Assets
For Each of the Five Years Ending December 31,
(in thousands of dollars)

	2025⁽¹⁾	2026	2027	2028	2029
Net assets without donor restrictions:					
Excess of revenues over expenses	\$ 13,064	\$ 17,587	\$ 19,164	\$ 20,848	\$ 23,342
Net assets released from restrictions-capital projects	820	80	80	80	80
Change in net assets without donor restrictions	13,884	17,667	19,244	20,928	23,422
Net assets with donor restrictions:					
Contributions	488	488	506	525	544
Net assets released from restrictions-operations	(468)	(593)	(611)	(630)	(649)
Net assets released from restrictions-capital	(820)	(80)	(80)	(80)	(80)
Change in net assets with donor restrictions	(800)	(185)	(185)	(185)	(185)
Change in net assets	13,084	17,482	19,059	20,743	23,237
Net assets, beginning of year ⁽²⁾	142,685	155,769	173,251	192,310	213,053
Net assets, end of year	\$ 155,769	\$ 173,251	\$ 192,310	\$ 213,053	\$ 236,290

(1) Givens Aldersgate financial information included is for the four months ending December 31, 2025.

(2) Includes net assets for Givens Aldersgate of approximately \$19,309,000 as of September 2025.

**See accompanying Accountant's Compilation Report and Summary of Significant
Projection Assumptions and Rationale**

The Givens Estates, Inc. and Subsidiaries

Projected Consolidated Statements of Cash Flows For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025 ⁽¹⁾	2026	2027	2028	2029
Cash flows from operating activities:					
Change in net assets	\$ 13,084	\$ 17,482	\$ 19,059	\$ 20,743	\$ 23,237
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Amortization of entrance fees	(16,294)	(22,466)	(23,387)	(23,683)	(24,096)
Depreciation	12,213	18,680	18,653	18,984	18,744
Amortization of intangible assets	363	63	63	63	63
Amortization of deferred financing costs	66	144	145	144	145
Amortization of original issue premium	(132)	(245)	(250)	(254)	(259)
Bad debts	78	80	82	85	88
Proceeds from entrance fees - routine turnover, non-refundable portion	18,042	24,669	25,429	26,518	27,337
Proceeds from entrance fees - Givens Choice, non-refundable portion	3,000	1,620	1,800	1,800	1,800
Net change in working capital:					
Change in receivables and prepaid expenses	10,173	(848)	(422)	(493)	(496)
Change in accounts payable, other accrued liabilities, and payroll accruals	(4,840)	(887)	590	574	578
Net cash from operating activities	35,753	38,292	41,762	44,481	47,141
Cash flows from investing activities:					
Capital additions	(13,826)	(28,840)	(9,741)	(9,922)	(10,107)
Change in investments	(56,629)	(1,170)	(15,507)	(17,781)	(20,100)
Change in assets limited as to use:					
Operating reserve-Givens Estates	522	(93)	(316)	(304)	(318)
Operating reserve-Givens Highland Farms	(665)	(514)	(172)	(178)	(182)
Operating reserve-Givens Aldersgate	-	(619)	(444)	(356)	(334)
Other funds	135	(79)	(81)	(82)	(89)
Net cash from investing activities	(70,463)	(31,315)	(26,261)	(28,623)	(31,130)
Cash flows from financing activities:					
Proceeds from entrance fees - routine turnover, refundable portion	3,809	5,666	5,853	6,173	6,332
Proceeds from initial entrance fees-Vista Ridge South	15,003	-	-	-	-
Proceeds from initial entrance fees-Givens Aldersgate	-	5,997	-	-	-
Refunds of entrance fees	(7,862)	(11,054)	(11,176)	(11,408)	(11,229)
Principal payments-Bank Loan	(499)	(529)	(562)	(597)	(633)
Principal payments-Gerber Bank Loan	(328)	(328)	(328)	(328)	(328)
Principal payments-Series 2017 Bonds	(3,160)	(3,240)	(3,330)	(3,410)	(3,505)
Principal payments-Givens Aldersgate Bonds	(1,152)	(3,550)	(3,645)	(3,750)	(3,855)
Net cash from by financing activities	5,811	(7,038)	(13,188)	(13,320)	(13,218)
Change in cash, cash equivalents and restricted cash	(28,899)	(61)	2,313	2,538	2,793
Cash, cash equivalents and restricted cash, beginning of year⁽²⁾	55,720	26,821	26,760	29,073	31,611
Cash, cash equivalents and restricted cash, end of year	\$ 26,821	\$ 26,760	\$ 29,073	\$ 31,611	\$ 34,404
Cash, cash equivalents and restricted cash reconciliation:					
Cash and cash equivalents	\$ 19,138	\$ 20,893	\$ 23,016	\$ 25,355	\$ 27,942
Escrow deposits	2,000	-	-	-	-
Restricted	5,683	5,867	6,057	6,256	6,462
Total cash, cash equivalents and restricted cash	\$ 26,821	\$ 26,760	\$ 29,073	\$ 31,611	\$ 34,404

(1) Givens Aldersgate financial information included is for the four months ending December 31, 2025.

(2) Includes cash balance for Givens Aldersgate of approximately \$4,809,000 as of September 2025.

**See accompanying Accountant's Compilation Report and Summary of Significant
Projection Assumptions and Rationale**

The Givens Estates, Inc. and Subsidiaries

Projected Consolidated Balance Sheets At December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Assets					
Current assets:					
Cash and cash equivalents	\$ 19,138	\$ 20,893	\$ 23,016	\$ 25,355	\$ 27,942
Restricted cash	809	809	809	809	809
Assets limited as to use, current portion	4,606	4,790	4,980	5,179	5,385
Accounts receivable, net	8,337	8,963	9,258	9,579	9,900
Other receivables	3,671	3,716	3,676	3,692	3,707
Contributions receivable, current portion	25	25	25	25	25
Escrow deposits	2,000	-	-	-	-
Prepaid expenses and inventory	2,160	2,243	2,328	2,402	2,475
Total current assets	40,746	41,439	44,092	47,041	50,243
Non-current assets:					
Property and equipment, net	407,797	417,957	409,044	399,982	391,345
Goodwill, intangible assets	611	548	485	422	359
Investments	150,654	151,443	166,987	184,791	204,918
Assets limited as to use, less current portion:					
Givens Highland Farms project fund	268	268	268	268	268
Operating reserve-Givens Estates	10,396	10,489	10,805	11,109	11,427
Operating reserve-Givens Highland Farms	5,703	6,217	6,389	6,567	6,749
Operating reserve-Givens Aldersgate	10,575	11,194	11,638	11,994	12,328
Held under bond agreements - Givens Aldersgate Bonds	7,965	7,965	7,965	7,965	7,965
Other	5,884	5,963	6,045	6,130	6,218
Contributions receivable, net of current portion	50	50	50	50	50
Other assets	1,421	1,421	1,421	1,421	1,421
Interest rate swap	2,800	2,800	2,800	2,800	2,800
Total assets	\$ 644,870	\$ 657,754	\$ 667,989	\$ 680,540	\$ 696,091
Liabilities and Net Assets					
Current liabilities:					
Accounts payable and other accrued liabilities	\$ 18,564	\$ 19,658	\$ 20,305	\$ 20,940	\$ 21,576
Interest payable	2,248	2,188	2,124	2,059	1,992
Agency funds	17	17	17	17	17
Escrow deposits	2,336	336	336	336	336
Resident refunds payable	11,054	11,176	11,408	11,229	11,688
Current portion of long-term debt	7,649	7,867	8,086	8,323	8,563
Total current liabilities	41,868	41,242	42,276	42,904	44,172
Long-term liabilities:					
Long-term debt, net of current portion and deferred financing cost	181,419	174,566	166,376	157,945	149,269
Refundable entrance fees, net of current portion	104,283	103,234	99,630	96,610	93,494
Deferred revenue from entrance fees	159,346	163,276	165,212	167,843	170,681
Advance admission deposits	2,185	2,185	2,185	2,185	2,185
Total liabilities	489,101	484,503	475,679	467,487	459,801
Net assets					
Without donor restrictions	139,892	157,434	176,553	197,356	220,653
With donor restrictions	15,877	15,817	15,757	15,697	15,637
Total net assets	155,769	173,251	192,310	213,053	236,290
Total liabilities and net assets	\$ 644,870	\$ 657,754	\$ 667,989	\$ 680,540	\$ 696,091

**See accompanying Accountant's Compilation Report and Summary of Significant
Projection Assumptions and Rationale**

The Givens Estates, Inc. and Subsidiaries

Summary of Significant Projection Assumptions and Rationale

General

The accompanying financial projection presents, to the best of the knowledge and belief of the management of The Givens Estates, Inc., and Subsidiaries (the “Corporation”) (“Management”) the expected financial position, results of operations, and cash flows of the Corporation as of and for each of the five years ending December 31, 2029. Accordingly, the accompanying projection reflects Management’s judgment as of November 20, 2025, the date of this report, of the expected conditions and its course of action during the projection period assuming that the hypothetical assumptions defined below occur. However, even if the hypothetical assumptions stated below were to occur, there will usually be differences between the projected 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 projection is for inclusion in the Corporation’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 consolidated financial statements included in the projection have been prepared in accordance with accounting principles generally accepted in the United States of America. Significant accounting policies are described in the appropriate assumptions and notes to the prospective consolidated financial statements. The assumptions described are not all-inclusive.

Hypothetical Assumptions – A hypothetical assumption is an assumption used in a financial projection to present a condition or course of action that is not necessarily expected to occur, but is consistent with the purpose of the presentation. Hypothetical assumptions are not derived from sources, which are based upon supporting documentation such as contracts, agreements, or other empirical data. Management has prepared its financial projection assuming the following hypothetical assumptions:

- the Corporation’s newly constructed and yet to be constructed independent living units are successfully marketed and achieve projected occupancy levels;
- construction, development, marketing, and other related costs for the new independent living units at Givens Highland Farms, an affiliate of the Corporation, occur in the assumed timeline and at the assumed costs; and
- the value of the assets acquired, and liabilities assumed of Givens Aldersgate, an affiliate of the Corporation, approximate the amounts assumed in the projection.

See Accountant’s Compilation Report

Background of the Corporation – The Givens Estates, Inc., a non-profit, North Carolina corporation; Givens Highland Farms, LLC, a non-profit, North Carolina limited liability corporation; Givens Gerber Park II, LLC, a non-profit, North Carolina limited liability corporation; Givens Choice, LLC, a non-profit, North Carolina limited liability corporation; and Life Ministries Outreach, LLC, a non-profit, North Carolina limited liability corporation, were formed to own, operate, and support senior housing and continuing care retirement communities (“CCRCs”) committed to providing care and services to seniors within the communities in which they serve.

In 2023, Givens Choice was formed with Givens Estates, Inc. as the sole member. Givens Choice is a continuing care at home program provided to seniors in the Asheville, North Carolina area.

In 2024, Givens Communities, LLC was established as a single member limited liability company, with Givens Estates, Inc. serving as the sole member. The purpose of Givens Communities, LLC is to provide management and support services to Givens Estates, Inc. and its subsidiaries.

On June 2, 2025, the Corporation entered into an agreement with Aldersgate United Methodist Retirement Community, Inc., a North Carolina nonprofit corporation (“Givens Aldersgate”) to affiliate through the execution of a member substitution agreement (the “Member Substitution Agreement”). As part of the Member Substitution Agreement by-laws, intercompany services agreements, and employment agreements were updated and executed on September 1, 2025. For purposes of the projection, Management’s projection includes Givens Aldersgate as of September 1, 2025.

The Corporation and Givens Aldersgate share a common vision of how the Corporation and Givens Aldersgate shall work together in a collaborative and integrative enterprise to advance life care and retirement living, both today and into the future. Pursuant to the Member Substitution Agreement, Givens Aldersgate will change from a self-perpetuating board structure to a membership organization, and the Corporation will become the sole member of Givens Aldersgate. For purposes of the financial projection, Givens Aldersgate is presented as an affiliated subsidiary of the Corporation.

Principles of Consolidation – The accompanying projected financial statements include the accounts of The Givens Estates, Inc., its wholly owned subsidiaries: Givens Highland Farms, LLC (“Givens Highland Farms”); Life Ministries Outreach, LLC (“Life Ministries Outreach”); Givens Gerber Park II, LLC (“Givens Gerber Park II”), and Givens Choice, LLC (“Givens Choice”) and Givens Aldersgate (collectively, the “Corporation”).

See Accountant’s Compilation Report

Related Parties

The Corporation is an income beneficiary of the Marion Jackson Givens Trust, subject to the discretion of the trustee. Two board members are affiliated with the two law firms that serve as legal counsel for the Corporation.

The Corporation has funds invested with the United Methodist Foundation (“UMF”). The Chief Financial Officer of the Corporation serves on the UMF Investment Committee, and the Development Director of the Corporation serves on the board of the UMF.

During 2006, the Corporation was invited to work with the Southeastern Jurisdictional Administrative Council (“SEJAC”) and the Southeastern Methodist Association for Rehabilitation (“SEMAR”) in developing an affordable housing project for seniors in Haywood County. The project, the Great Laurels of Junaluska, is located on 6.3 acres across from the main entrance to Lake Junaluska Assembly and consists of 36 apartments funded through a grant from the HUD and 64 apartments funded primarily through tax credits. The project is owned by the Senior Residences of Lake Junaluska, LP, which is owned 0.009% by Great Laurels, Inc. with the remaining ownership residing with limited partners who are not related to Givens Estates. During 2023, the limited partners of Senior Residences of Lake Junaluska, Inc. (“Senior Residences”) transferred their ownership interest to the Corporation. The Corporation uses the equity method of accounting to account for its interest in Senior Residences.

Givens Affordable Communities, Inc. (“GAC”) an affiliate of Givens Estates, manages and provides on-site employees for the Givens Gerber Park II and Givens Great Laurels Communities.

The Corporation is a member of Gerber Park of Asheville, LLC (49% interest). Gerber Park of Asheville, LLC is the managing member of Givens Gerber Park, LLC (.01% interest). The Corporation has entered into a lease with Givens Gerber Park, LLC, where the Corporation owns the land on which Givens Gerber Park, LLC is constructed. The Corporation leases this land to Givens Gerber Park, LLC for \$1 per year. This lease expires in 2065.

The Corporation is a managing member of Gerber Park of Asheville III, LLC (49% interest). Gerber Park of Asheville III, LLC is the managing member of Givens Gerber Park III, LLC (.01% interest). The Corporation has entered into a lease with Givens Gerber Park of Asheville III, LLC, where the Corporation owns the land on which Givens Gerber Park of Asheville III, LLC is constructed. The Corporation leases this land to Givens Gerber Park of Asheville III, LLC for \$1 per year. This lease expires in 2081.

See Accountant's Compilation Report

The Givens Estates

The Corporation owns and operates a CCRC known as Givens Estates (“Givens Estates”) in Asheville, North Carolina. Givens Estates is licensed as a CCRC by the North Carolina Department of Insurance and is affiliated with the Western North Carolina Conference of the United Methodist Church.

Givens Estates is located on an approximately 215-acre campus and currently consists of 341 independent living apartment units, 23 independent living villa units (the “Villas”), 126 independent living houses, duplex and cottage units, a 43-unit assisted living facility, a 60-bed health care facility, related common spaces, and a wellness center. The following table summarizes Givens Estates’ unit configuration, entrance fees (“Entrance Fees”), monthly service fees (“Monthly Service Fees”), and assumed occupancy throughout the projection period:

Table 1
Givens Estates
Unit Configuration, Assumed Occupancy,
Weighted Average Entrance Fees & Weighted Average Monthly Service Fees

Type of Unit	Total Units	Occupancy Percentage	Entrance Fees-	Monthly Service Fees⁽¹⁾⁽²⁾
			0% Refundable Plan⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾	
<i>Independent Living Units:</i>				
Apartments – Asbury Commons	52	94%	\$120,164	\$ 2,831
Apartments – Oxford Commons	137	97%	381,916	5,173
Apartments – Creekside	72	94%	472,382	5,341
Apartments – Friendship Park	80	98%	376,495	4,268
Villas ⁽⁵⁾	14	96%	150,281	3,089
Houses and Duplexes ⁽⁵⁾	67	98%	372,718	4,497
Cottages ⁽⁵⁾	59	92%	602,425	6,063
Total / Weighted Average	481	96%	\$ 385,283	\$ 4,749
Assisted Living Units	42	97%	\$ 5,000	\$ 7,842
Health Center beds	60	93%	N/A	13,565
Total Units / Beds	584	97%		

Source: Management

- (1) Entrance Fees and Monthly Service Fees indicated are the weighted averages of fees by unit type and are effective January 1, 2025.
- (2) The fees shown are for single residents and do not reflect the second person Entrance Fee of \$15,000 and the second person Monthly Service Fee that ranges by accommodation from \$900 to \$1,630.
- (3) Direct admit Residents of the Assisted Living Units pay a non-refundable refurbishment fee of \$5,000.
- (4) Management has assumed that approximately 98 percent of Residents would select the 0% Refundable Entrance Fee Plan, approximately one percent would select the 50 percent amortization plan and approximately one percent would select the 90 percent amortization plan.
- (5) Management is in the master planning stage at Given Estates, which may require certain units to go offline. Management assumes the available villas to decrease from 14 to 10 and the available houses, duplexes, and cottages to decrease from 140 to 123 during fiscal year 2025 and remain at those levels throughout the remainder of the projection period.

See Accountant’s Compilation Report

Givens Gerber Park II

Management formed Givens Gerber Park II, LLC as a subsidiary of the Corporation to own and operate Givens Gerber Park II, consisting of 60 one-bedroom and 22 two-bedroom apartments. Residents of Givens Gerber Park II pay a non-refundable administrative fee ranging from approximately \$6,500 to \$15,000 and a Monthly Service Fee on a sliding scale based on income. The following table summarizes the Givens Gerber Park II unit configuration, approximate square footages, and Monthly Service Fees.

Table 2
Givens Gerber Park II
Unit Configuration

Type of Unit	Total Units	Square Footage	Monthly Service Fees ⁽¹⁾⁽²⁾
<i>Apartments:</i>			
One Bedroom	60	750	\$ 2,151 – \$2,865
Two Bedroom	22	1,100	\$ 2,359 – \$3,090
Total/Weighted Average:	82	844	\$2,566

Source: Management

(1) Monthly Service Fees presented are effective January 1, 2025.

(2) Second person Monthly Services Fees are \$323.

See Accountant's Compilation Report

Givens Highland Farms

Givens Highland Farms is located on 75 acres in Black Mountain, North Carolina and currently consists of 64 residential garden apartments, 153 cluster homes, condominium units, and free-standing homes, 25 independent-plus apartment units, 30 Brookside apartments (the “Brookside Apartments”), 36 Vista Ridge North cottages (the “Vista Ridge North Cottages”), and 55 skilled nursing beds. The following table summarizes Givens Highland Farms unit configuration, Entrance Fees, Monthly Service Fees, and assumed occupancy for the projection period:

Table 3
Givens Highland Farms
Unit Configuration, Assumed Occupancy,
Entrance Fees & Monthly Service Fees

Type of Unit	Total Units	Occupancy Percentage	Entrance Fee- 0% Refundable Plan ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾	Monthly Service Fees ⁽¹⁾⁽³⁾
<i>Independent Living Units:</i>				
Apartments – Garden ⁽⁵⁾	64	97%	\$ 202,412	\$ 4,215
Apartments – Prentice Lodge	25	94%	125,440	4,731
Condominiums	32	98%	326,026	3,396
Cluster Homes	37	98%	284,163	2,895
Freestanding Homes	4	96%	410,035	3,113
Meadowmont	64	98%	424,056	3,469
Cottages	16	95%	506,869	5,091
Total / weighted average	242	96%	\$ 305,483	\$ 3,801
<i>The Brookside Apartments:</i>				
One Bedroom	2	98%	\$ 282,000	\$ 3,721
One Bedroom Plus	3	98%	317,000	3,894
One Bedroom Expanded	2	98%	329,000	3,964
One Bedroom with Den	7	98%	357,000	4,103
One Bedroom with Den Expanded	3	98%	393,000	4,310
Two Bedroom	2	98%	457,000	4,519
Two Bedroom Expanded	6	98%	494,000	4,624
Two Bedroom with Den	5	98%	545,000	4,727
Total/Weighted Average	30	98%	\$ 415,133	\$ 4,304
<i>The Vista Ridge North Cottages:</i>				
One Bedroom	4	98%	\$ 292,000	\$ 3,894
One Bedroom with Den	16	98%	328,000-362,000	4,103-4,310
Two Bedroom	4	98%	421,000	4,519
Two Bedroom Split Suite	8	98%	454,000	4,624
Two Bedroom Expanded	4	98%	532,000	4,833
Total/Weighted Average	36	98%	\$ 392,556	\$ 4,369
Skilled nursing beds	55	89%	N/A	\$ 12,160
Total / weighted average	363	95%		

Source: Management

See Accountant's Compilation Report

Notes to table:

- (1) The fees shown are for single residents and do not reflect the second person Entrance Fee of \$15,000 and the second person Monthly Service Fee that ranges by accommodation from \$924 to \$1,474.
- (2) Management has assumed that approximately 98 percent of Residents of the Independent Living Units would select the 0% Refundable Entrance Fee Plan, approximately one percent would select the 50 percent amortization plan and approximately one percent would select the 90 percent amortization plan.
- (3) Entrance Fees and Monthly Service Fees shown are effective January 1, 2025.
- (4) For purposes of the projection, Management assumes new Residents of the Brookside apartments and the Vista Ridge North cottages shall select the traditional plan.
- (5) Management is in the planning stage for a potential independent living project at Given Highland Farms, which would require the demolition of 24 garden apartments. Management assumes the available garden apartments to decrease to 64 during fiscal year 2025, 61 during fiscal year 2026, and 50 during fiscal year 2027, and remain at 50 available units throughout the remainder of the projection period.

See Accountant's Compilation Report

The Vista Ridge South Apartments

Management is nearing the construction completion of a multi-phase expansion project at Givens Highland Farms, which began in March 2022. The final phase of the expansion project consists of 30 apartments (the “Vista Ridge South Apartments”). The Vista Ridge South Apartments are assumed to be available for occupancy in late 2025 and achieve stabilized occupancy of 98 percent in early 2026.

The following table summarizes the Vista Ridge South Apartments unit configuration, approximate square footages, Entrance Fees, and Monthly Service Fees.

Table 4
The Vista Ridge South Apartments
Unit Configuration, Entrance Fees, and Monthly Service Fees

Type of Unit	Total Units	Square Footage	Entrance Fees-Traditional Amortization Plan ⁽¹⁾⁽²⁾⁽³⁾	Monthly Service Fees ⁽¹⁾
<i>Vista Ridge South Apartments:</i>				
One Bedroom with Den	3	940	\$ 349,000	\$ 4,129
Two Bedroom	5	1,187	452,000	4,524
Two Bedroom Split Suite	18	1,188-1,272	452,000-487,000	4,524-4,633
Two Bedroom Expanded	7	1,272-1,455	487,000-568,000	4,6334,802
Total/Weighted Average	33	1,226	\$ 468,697	\$ 4,557

Source: Management

- (1) Monthly Service Fees and Entrance Fees are stated in 2025 dollars.
- (2) The second person Monthly Service Fee and second person Entrance Fee is \$924 and \$15,000, respectively.
- (3) For purposes of the projection, Management assumes new Residents of the Vista Ridge South Apartments shall select the traditional plan.

Givens Aldersgate

Givens Aldersgate is located on 230 acres of land in Charlotte, North Carolina and currently consists of 218 apartments, 98 cottages, 47 assisted living units, 61 memory care units, and 120 skilled nursing beds. An additional 8 independent living cottages are assumed to be available for occupancy beginning in July 2026. The following table summarizes the Givens Aldersgate unit configuration, Entrance Fees, Monthly Service Fees, and assumed occupancy throughout the projection period:

Table 5
Givens Aldersgate
Unit Configuration, Entrance Fees & Monthly Service Fees

Type of Unit	Total Units	Entrance Fee-0% Refundable Plan ⁽¹⁾⁽²⁾⁽³⁾	Entrance Fee-50% Refundable Plan ⁽¹⁾⁽²⁾⁽³⁾	Monthly Service Fees-Traditional ⁽¹⁾⁽³⁾
<i>Independent Living Units: ⁽⁴⁾⁽⁶⁾</i>				
Apartments – Epworth	82	\$ 175,645	\$ 265,225	\$ 4,111
Apartments – Francis	74	264,197	398,937	5,389
Apartments – Lake View & Park View	24	383,588	579,218	6,350
Apartments – Magnolia View	38	350,547	529,326	5,797
Cottages – Azalea View	34	293,330	442,928	6,875
Cottages – Lake Ridge	16	452,107	682,681	7,549
Cottages – Wesley Glen	40	455,598	687,953	7,789
Cottages – Spruce and Sequoia ⁽⁵⁾	8	664,850	1,003,950	6,030
Total / weighted average	316	\$ 307,690	\$ 464,613	\$ 5,769
Assisted Living Units ⁽⁷⁾	47			\$ 6,579
Memory Care Units ⁽⁸⁾	61			7,787
Skilled Nursing Beds ⁽⁹⁾	120	N/A	N/A	\$ 10,503
Total / weighted average	544			

Source: Management

- (1) The fees shown are for single residents and do not reflect the second person Entrance Fee of \$40,000 and the second person Monthly Service Fee of \$1,750.
- (2) Management has assumed that approximately 75 percent of Residents would select the 0% Refundable Entrance Fee Plan and approximately 25 percent would select the 50 percent amortization plan.
- (3) Entrance Fees and Monthly Service Fees shown are effective September 1, 2025.
- (4) Givens Aldersgate has 29 independent living units that are offline and not available for occupancy.
- (5) Management is in the planning the construction of 8 additional cottages consisting of four Spruce cottages and four Sequoia cottages at Givens Aldersgate. Move-ins for the new cottages are assumed to occur in July 2026.
- (6) Occupancy for the Givens Aldersgate Independent Living Units are assumed to approximate 91 percent for fiscal year 2025 in increase to approximately 96 percent by fiscal year 2027.
- (7) The Assisted Living Units are assumed to approximate 83 percent occupancy for fiscal year 2025 and increase to approximately 93 percent occupancy in fiscal year 2026 and throughout the remainder of the projection period.
- (8) The Memory Care Units are assumed to approximate 84 percent occupancy for fiscal year 2025 and increase to approximately 91 percent occupancy in fiscal year 2026 and throughout the remainder of the projection period.
- (9) The Skilled Nursing Beds are assumed to approximate 81 percent occupancy for fiscal year 2025 and decrease to approximately 80 percent occupancy in fiscal year 2027 and throughout the remainder of the projection period.

Residency and Services Agreement – Givens Estates and Givens Highland Farms

Prior to taking occupancy of a selected Independent Living Unit at Givens Estates or Givens Highland Farms, a prospective resident shall execute a residency and services agreement (the “Residency and Services Agreement”). The terms of the Residency and Services Agreement require the Corporation accepts persons at least 55 years of age at the time of occupancy, who demonstrate the ability to live independently, and meet the financial obligations as a resident of Givens Estates or Givens Highland Farms (“Resident”).

Payment of the Entrance Fee and a Monthly Service Fee entitles the Resident to occupy the selected Independent Living Unit at Givens Estates or Givens Highland Farms and to receive the following services and amenities:

- Utilities, including telephone, cable, and internet services;
- Declining balance meal plan;
- Weekly housekeeping services;
- Interior unit and appliance maintenance;
- Maintenance of common area and the grounds;
- Use of common areas and wellness center;
- Uncovered parking;
- Scheduled transportation;
- 24-hour emergency response system; and
- Priority access to health care.

In addition to items included in the Monthly Service Fee, certain services are available to Residents at an additional cost. Optional services, including guest rooms, beauty and barber services, home care services, personal laundry or dry cleaning, special transportation, catering, guest meals, repairs of personal property, are available for an extra charge.

Termination by the Resident Prior to Occupancy

The Resident may cancel at any time and for any reason during the 30-day rescission period as defined in the Residency and Services Agreement (the “Rescission Period”) and shall receive a refund of any fees paid less a service charge. After the Rescission Period, the Resident may terminate the Residency and Services Agreement prior to moving into Givens Estates or Givens Highland Farms for any reason at any time before moving into Givens Estates or Givens Highland Farms by giving prior written notice. Under this circumstance, the Resident shall receive a refund of the 10% deposit, less a nonrefundable fee equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the total amount of the Entrance Fee after the Rescission Period.

Termination by the Resident After Occupancy

The Resident may terminate the Residency and Services Agreement after moving into Givens Estates or Givens Highland Farms by giving prior written notice of termination, which shall be effective and irrevocable upon delivery. If the Resident terminates the Residency and Services Agreement during the Rescission Period, but after occupancy, the Resident shall be liable for a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the total amount of the Entrance Fee. If the Resident terminates after the Rescission Period, they will receive a refund less i) periodic charges applicable only to the period the Resident actually occupied the Independent Living Unit; (ii) nonstandard costs incurred at the Resident's request, and (iii) nonrefundable Entrance Fees.

The Residency and Services Agreement shall automatically terminate upon death of the Resident (unless there is a surviving joint Resident).

Termination by the Corporation

The Corporation may terminate the Residency and Services Agreement for just cause to include: (i) breach of agreement; (ii) misrepresenting information in the admission process; (iii) failure to pay any charges; or (iv) violation of any reasonable procedures at Givens Estates or Givens Highland Farms.

Residents may reside in an Independent Living Unit for as long as he or she is capable of meeting the requirements of occupancy, in the opinion of the Corporation, after consultation with the Resident, the Resident's attending physician and/or the Corporation's appointed medical director. If the Resident is no longer able to meet the requirements of residing in the Independent Living Unit, higher levels of health care are provided in assisted living and skilled nursing.

Services Provided for the Assisted Living Beds

Residents of the assisted living beds receive three meals per day; assisted living and care services in accordance with the Resident's written plan of care; laundering of linens and bedding; housekeeping and maintenance; utilities, emergency call service; daily observation of Resident's general health, safety, physical and emotional well-being; scheduled transportation; social services; and planned recreational activities. The Resident is required to pay any additional charges for additional services and supplies that are not covered in the applicable base fees.

Services Provided for the Skilled Nursing Beds

Residents of the skilled nursing beds receive three meals per day; nursing care, personal care, or custodial care services in accordance with the Resident's written plan of care; laundered linens and bedding; housekeeping and maintenance; social services; and planned recreational activities. The Resident is required to pay any additional charges for services that are not covered in the applicable base fees for the skilled nursing beds.

See Accountant's Compilation Report

Givens Gerber Park II

Residents of Givens Gerber Park II pay a monthly rental fee based on the HUD Median Household Income for the Asheville Metro Area. All Givens Gerber Park II households shall complete an annual form to self-certify their current income and asset amounts. The following services are included in the Monthly Service Fee:

- laminate flooring in the kitchen, living room and hallway; carpeting in the bedroom(s); vinyl flooring in the bath(s); refrigerator with ice maker; stove; oven; microwave; hood vent; washer and dryer; and prewiring for telephone, cable TV and internet.
- common areas and amenities including a café, computers, library, fitness center, mailboxes, multi-purpose rooms, lounges, activity areas, beauty/barber shop, screened porch, gazebos, and raised garden beds.
- one lighted parking space per apartment.
- heating, air conditioning, electricity, water, sewer, trash removal, standard municipal services, basic cable television, high speed internet, and telephone services. Basic cable television service includes boxes for two televisions. Upgraded services are available at a cost to the Resident.
- a dining credit equal to \$152.00 (“Café Dollars”) for use in the Givens Gerber Park café.
- all groundskeeping services, including lawn, tree, and shrubbery care.
- maintain and repair improvements, furnishings, appliances, and equipment owned by the Corporation.
- smoke and carbon monoxide detectors in each residence, a fire alarm system, and an emergency call system.
- scheduled social, recreational, and health programs designed to meet residents’ interests.

Other services and programs may be available at an additional expense, e.g., beauty salon services, repairs of personal property, and other special services from time to time.

Membership Services Agreement – Givens Choice*Givens Choice*

Givens Choice is a continuing care at home program owned and operated by the Corporation. Givens Choice began accepting members in March 2023. Givens Choice is designed to provide an option for seniors to age in their homes and access facility-based health care services as needed. All members of the Givens Choice program (“Members”) receive care coordination, a home inspection during the first year of membership and home- and facility-based services. Home-based services include home care, homemaker services, companion services, an emergency response system, adult day care, transportation, meals as necessary and referrals for additional services. Facility-based services include assisted living, memory care and nursing services. Members also have limited access to the facilities and programs at Givens Estates and Givens Highland Farms.

See Accountant’s Compilation Report

Members pay an initial fee and an ongoing monthly fee that is determined by the membership plan selected by the Member.

Prior to becoming a Member of the Givens Choice program, a prospective Member shall execute a membership services agreement (the “Membership Agreement”). The terms of the Membership Agreement require Members to be at least 60 years of age and maintain medical insurance. The Corporation encourages Members to complete an annual exam with a medical doctor.

Payment of the membership fee and a monthly fee entitles the Member to the following home-based services provided by the Givens Choice program:

- Care coordination;
- Personal wellness plan development;
- Biennial home inspection;
- Social and educational activities;
- Home care aides;
- Companion/homemaker service;
- Delivered meals;
- Adult day care;
- Emergency response system;
- Annual physical exam; and
- Transportation.

Payment of the membership fee and a monthly fee entitles the Member to the following facility-based services provided at Givens Estates:

- Assisted living care in a private room;
- Memory support care in a semi-private room; and
- Skilled nursing care in a semi-private room.

Members can select from three levels of membership – Platinum, Gold and Silver. All three plans cover 100% of the cost of care coordination, personal wellness plan development, biennial home inspection, social and educational activities, emergency response system, annual physical exam, and transportation. The Gold and Silver plan require a 20 percent and a 50 percent co-pay, respectively, for all other services provided by the Givens Choice program.

Termination During the Recission Period

The Membership Agreement may be terminated by the Member by giving written notice within seven days of the date of execution (the “Recission Period”) for a full refund of the membership fee.

Termination After the Recission Period

After the Rescission Period, the Membership Agreement may be terminated by the Member by giving at least 30 days written notice. Any refund of the membership fee will be provided based on the care received by the Member. In the first 90 days of membership (the “Adjustment Period”), the initial fee will be refunded less the actual cost incurred by the Corporation to maintain the Member’s care in assisted living, memory care or skilled nursing.

After the Adjustment Period, the refund of the initial fee will be calculated as follows:

- A two percent decrease for each month of home-based services;
- A three percent decrease for each month spent in assisted living or memory care; and
- A four percent decrease for each month spent in skilled nursing care.

Any refund of the initial fee will be refunded to the Member with 60 days of the request to terminate the Membership Agreement. If the Member becomes a permanent resident of assisted living, memory care and/or skilled nursing, no refund of the initial fee will be paid to the Member.

Residence and Services Agreement – Givens Aldersgate

Prior to taking occupancy of a selected Independent Living Unit at Givens Aldersgate, a prospective resident shall execute a residency and services agreement (the “Residence and Services Agreement”). The terms of the Residence and Services Agreement requires Aldersgate accept persons at least 62 years of age at the time of occupancy, who demonstrate the ability to live independently, and meet the financial obligations as a resident of Givens Aldersgate (“Givens Aldersgate Resident”).

Payment of the Entrance Fee and a Monthly Service Fee entitles the Givens Aldersgate Resident to occupy the selected Independent Living Unit at Givens Aldersgate and to receive the following services and amenities:

- Utilities, excluding telephone, cable, and internet services;
- Declining balance meal plan;
- Weekly housekeeping services;
- Interior unit and appliance maintenance;
- Maintenance of common area and the grounds;
- Use of common areas and wellness center;

See Accountant’s Compilation Report

- Uncovered parking, with residents in the Gateway units receiving one under building parking space.
- Scheduled transportation;
- 24-hour emergency response system; and
- Priority access to health care.

In addition to items included in the Monthly Service Fee, certain services are available to Given Aldersgate Residents at an additional cost. Optional services, including guest rooms, beauty and barber services, home care services, personal laundry or dry cleaning, special transportation, catering, guest meals, repairs of personal property, are available for an extra charge.

Termination by the Resident Prior to Occupancy

The Resident may cancel at any time and for any reason during the 30-day rescission period as defined in the Residence and Services Agreement (the “Aldersgate Rescission Period”) and shall receive a refund of any fees paid less a service charge. After the Rescission Period, the Givens Aldersgate Resident may terminate the Residence and Services Agreement prior to moving into Givens Aldersgate for any reason at any time before moving into Givens Aldersgate by giving prior written notice. Under this circumstance, the Givens Aldersgate Resident shall receive a refund of the 10% deposit, less a nonrefundable fee equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the total amount of the Entrance Fee after the Aldersgate Rescission Period.

Termination by the Resident After Occupancy

The Resident may terminate the Residence and Services Agreement after moving into Givens Aldersgate by giving prior written notice of termination. If the Givens Aldersgate Resident terminates the Residence and Services Agreement during the Aldersgate Rescission Period, but after occupancy, the Givens Aldersgate Resident shall be liable for a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the total amount of the Entrance Fee. If the Givens Aldersgate Resident terminates after the Aldersgate Rescission Period, they will receive a refund less i) periodic charges applicable only to the period the Givens Aldersgate Resident actually occupied the Independent Living Unit; (ii) nonstandard costs incurred at the Given Aldersgate Resident’s request, and (iii) nonrefundable Entrance Fees.

The Residence and Services Agreement shall automatically terminate upon death of the Aldersgate Resident (unless there is a surviving joint Aldersgate Resident).

Termination by the Corporation

The Corporation may terminate the Residence and Services Agreement for just cause to include: (i) breach of agreement; (ii) failure to pay any fees and charges; (iii) Givens Aldersgate Resident engages in behavior that interferes with other residents; or (iv) violation of any reasonable procedures at Givens Aldersgate, including the provisions of the Given Aldersgate resident handbook.

See Accountant’s Compilation Report

Givens Aldersgate Residents may reside in an Independent Living Unit for as long as he or she is capable of meeting the requirements of occupancy, in the opinion of Givens Aldersgate, after consultation with the Aldersgate Resident, the Aldersgate Resident's attending physician and/or Givens Aldersgate's appointed medical director. If the Given Aldersgate Resident is no longer able to meet the requirements of residing in the Independent Living Unit, higher levels of health care are provided in assisted living and skilled nursing.

Services Provided for the Assisted Living Beds

Residents of the assisted living beds receive three meals per day; assisted living and care services in accordance with the Given Aldersgate Resident's written plan of care; laundering of linens and bedding; housekeeping and maintenance; utilities, emergency call service; daily observation of the Givens Aldersgate Resident's general health, safety, physical and emotional well-being; scheduled transportation; social services; and planned recreational activities. The Givens Aldersgate Resident is required to pay any additional charges for additional services and supplies that are not covered in the applicable base fees.

Services Provided for the Skilled Nursing Beds

Givens Aldersgate Residents of the skilled nursing beds receive three meals per day; nursing care, personal care, or custodial care services in accordance with the Givens Aldersgate Resident's written plan of care; laundered linens and bedding; housekeeping and maintenance; social services; and planned recreational activities. The Givens Aldersgate Resident is required to pay any additional charges for services that are not covered in the applicable base fees for the skilled nursing beds.

Summary of Significant Accounting Policies

Basis of Accounting – The Corporation maintains its accounting and financial records according to the accrual basis of accounting.

Use of Estimates – The preparation of prospective financial statements in accordance with accounting principles generally accepted in the United States of America requires Management to make estimates and assumptions that affect the amounts reported in the prospective financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and Cash Equivalents – Cash and cash equivalents includes cash on hand, amounts on deposit in banks and highly liquid debt instruments with a maturity of 90 days or less when purchased, excluding amounts whose use is limited.

Restricted Cash – The Corporation has adopted Financial Accounting Standards Board (“FASB”) Accounting Standards Update (“ASU” No. 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash. 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 projected consolidated statements of cash flows.

Assets Limited as to Use – These assets include assets set aside by the Board of Directors (the “Board”) to provide supplemental assistance to residents for payment of the residents’ initial contribution and monthly rentals for the life occupancy residential complex, over which the Board retains control and may at its discretion subsequently use for other purposes. Assets limited as to use also include amounts held by a trustee that are limited as to use in accordance with the bond order and resident funds.

North Carolina General Statute § 58-64A-245 requires CCRCs to maintain an operating reserve (the “Statutory Operating Reserve”) as a percentage of the total operating costs in a given year, based on occupancy levels of the independent units. This law provides security to residents that the Corporation is able to meet its contractual obligations to provide continuing care.

Accounts Receivable – Accounts receivable arise from the sale of residential and healthcare services and products, for which the Corporation grants credit on an unsecured basis. Accounts are considered past due after 30 days. The Corporation estimates allowance for doubtful accounts by evaluating the collectability of accounts greater than 120 days past due using historical collection information as well as reasonable projections to estimate expected credit losses. Once a charge has been determined to be uncollectible, it is charged-off.

Contributions Receivable – Contributions receivable include unconditional promises of cash, charitable remainder unitrusts, and charitable gift annuities. The charitable remainder unitrusts and charitable gift annuities are held in trust by another organization. Upon the death of the donors, the remaining investment will be transferred to the Corporation. The balance is net of projected allowances for doubtful accounts and discounts for present value.

See Accountant’s Compilation Report

Investments – Investments include cash and cash equivalents, common stock, comingled funds, corporate and government bonds, government securities, money market funds and a fixed income fund. Investments in equity securities with readily determinable fair value and all investments in debt securities are measured at fair value based on quoted market prices in the consolidate balance sheet. For purposes of the projection, Management has not projected realized or unrealized gains or losses on investments.

Property and Equipment – Property and equipment is stated at cost or at fair value at date of donation. The Corporation capitalizes all assets over \$1,000 and depreciates them using the straight-line method over their estimated useful lives as follows:

Land improvements	10 – 20 years
Buildings	40 years
Furniture and equipment	5 – 10 years
Vehicles	3 – 5 years

Expenditures for repairs and maintenance are charged to expenses as incurred. The costs of major renewals and betterments are capitalized and depreciated over their estimated useful lives. Upon disposition of equipment, the asset and related accumulated depreciation accounts are relieved, and any related gain or loss is credited or charged to non-operating gains or losses. Interest incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

Buildings for Givens Highland Farms include condominiums, cluster homes (which are groups of individual residences connected by adjoining walls), houses (collectively referred to as “housing units”), and rental property. Givens Highland Farms’ contracts with the residents provide that either upon death or at the resident’s option, Givens Highland Farms has the option to purchase; and the resident or his estate must sell the housing unit at a specified price. It is the intention of Givens Highland Farms to always choose the option to repurchase the housing units and once repurchased to not resale them. The repurchase price (the “Repurchase Obligation”) is 94% of the resident’s original purchase price, reduced 3% per year for each year beyond the first year that the resident occupies the unit. The minimum repurchase price after seven years of occupancy is 76% of the original purchase price. There are currently 18 housing units remaining to be repurchased by Givens Highland Farms.

Intangible Asset

Givens Highland Farms

In connection with the recording of the assets and liabilities as part of the purchase of Highland Farms, intangibles of \$15,440,665 were recorded with this transaction. Givens Highland Farms obtained approximately \$14,800,000 of deferred revenue and refundable entrance fee contracts. The projected net future cash flows to be generated from these resident contracts are recorded as an intangible asset and are being amortized over the average life expectancy of those residents, or approximately 8 years. The remainder has been recorded as goodwill. In 2020, the Corporation

See Accountant’s Compilation Report

began amortizing goodwill over the average life expectancy of those residents whose contracts the goodwill was based, or approximately 6.5 years. The intangible asset is assumed to be fully amortized in 2025.

Givens Aldersgate

In connection with the recording of the assets and liabilities as part of the acquisition of Givens Aldersgate, intangible assets of approximately \$632,000 are assumed to be recorded in the year ending December 31, 2025. The intangible asset is assumed to be amortized over ten years.

Deferred Costs – Deferred financing costs associated with the issuance of debt is capitalized and amortized over the expected life of the debt instrument using the effective interest method. The debt issuance costs are netted against the related debt on the consolidated projected balance sheet, and the amortization is included in interest expense on the consolidated projected statement of operations.

Resident Refunds Payable – Resident refunds payable include estimated Entrance Fee refunds due to Residents and Givens Aldersgate Residents that have the 50 percent, 75 percent, or 90 percent refundable contracts. The Corporation's contract stipulates that the Entrance Fee is refundable within two years of vacancy or when a replacement occupant has been secured, whichever is sooner. The Givens Aldersgate contract stipulates that the Entrance Fee is refundable when a replacement occupant has been secured. Refunds are made within 30 days for Givens Highland Farms apartment contracts and within 120 days for Givens Highland Farms cluster homes, condominium units or free-standing homes signed before December 1, 2012. Based on historical experience, the estimated amount of the Resident and Givens Aldersgate Resident refunds that are expected to be refunded in a subsequent year are classified as a current liability on the consolidated projected balance sheet.

Deferred Revenue from Entrance Fees – In exchange for an Entrance Fee, residents are granted a lifetime occupancy interest in the residential unit. The Entrance Fee will vary due to the size of the residence and the contract option selected by the Resident or Givens Aldersgate Resident. The nonrefundable portion of the Entrance Fee paid by a Resident or Givens Aldersgate Resident upon entering into a lifetime occupancy contract is recorded as deferred revenue. In 2008, Givens Estates began offering three types of contracts: a 90 percent refundable option, under which the refund declines to 90 percent over a three-month period; a zero percent refund option, under which the refund declines to zero percent over a four-year period; and a 50 percent refundable option, under which the refund declines to 50 percent over a two-year period.

In 2017, Givens Highland Farms began offering three types of contracts: a 90 percent refundable option, under which the refund declines to 90 percent over a three-month period; a zero percent refund option, under which the refund declines to zero percent over a four-year period; and a 50 percent refundable option, under which the refund declines to 50 percent over a two-year period. Prior to 2017, Givens Highland Farms offered two types of contracts for the apartments and the lodge: a 50 percent refundable option, with the refund declining to 50 percent over a 23-month

See Accountant's Compilation Report

period; or a zero percent refund option, with the refund declining to zero percent over a 46-month period. In 2014, Givens Highland Farms began offering a 75 percent refundable contract option for the cluster homes, condominiums and homes with the refund declining to 75 percent over an 11-month period. In addition, the initial contracts for the Meadowmont homes and the Cottages are 75% refundable contracts.

The nonrefundable portion of the Givens Highland Farms Repurchase Obligation that is not required to be paid back to the resident (of original purchase price) is recorded as part of deferred revenue from Entrance Fees. Revenue is recognized each year to the extent that Givens Highland Farms' repurchase obligation is reduced over the estimated average life expectancy of the resident. The non-refundable portion of deferred revenue is amortized to income using the straight-line method over the estimated remaining life expectancy of the resident, adjusted annually.

Givens Aldersgate offers three types of contracts: a 90 percent refundable option, under which the refund declines to 90 percent upon occupancy; a zero percent refund option, under which the refund declines to zero percent over an approximately four-year period; and a 50 percent refundable option, under which the refund declines to 50 percent over an approximate four-year period.

Continuing-Care Contracts – The Corporation enters into continuing-care contracts with various residents. A continuing-care contract is an agreement between a resident and the Corporation specifying the services and facilities to be provided to a resident over his or her remaining life. Under the contracts, the Corporation has the ability to increase fees as deemed necessary. No obligation for future costs associated with these contracts has been provided by the Corporation because Management believes that future cash inflows will be sufficient to cover such costs.

Advance Admission Deposits – For existing units, the Corporation collects an initial deposit on unoccupied units. Once the unit becomes occupied, these fees are transferred to deferred revenue.

Net Assets – The Corporation reports their net assets using the following classes; net assets without donor restrictions and net assets with donor restrictions depending on the presence and type of donor-imposed restrictions limiting the Corporation's ability to use or dispose of specific contributed assets or the economic benefits embodied in those assets. Net assets without donor restrictions include those net assets whose use is not restricted by donors, even though their use may be limited in other respects, such as by Board designation. Net assets with donor restrictions are those net assets whose use by the Corporation has been limited by donors (a) to later periods of time or after specified dates or (b) to specified purposes.

Contributions and Donor-Imposed Restrictions – All contributions are considered to be available without restrictions unless specifically restricted by the donor. The Corporation reports gifts of cash and other assets as restricted contributions if they are received with donor stipulations that limit the use of the donated assets. When a donor 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 statement of operations as net assets released from restriction.

Concentration of Credit Risk – Financial instruments that potentially subject the Corporation to concentration of credit risk consist principally of cash, accounts receivable and investments. The Corporation maintains their cash in bank accounts which, at times, exceed federally depository insurance (FDIC) limits. Management believes the credit risk associated with these deposits is minimal.

Long-Term Care and Assisted Living Revenue – Long-term care and assisted living revenue represents the estimated net realizable amounts from residents, third-party payors, and others for services rendered while in the long-term care or assisted living units. It also includes estimated retroactive revenue adjustments due to future audits, review, 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 Corporation have been immaterial in relation to the financial statements taken as a whole. 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.

Residential Revenue – In addition to the amortization of deferred revenue as described above, the residents are also subject to a continuing Monthly Service Fee, which varies with the type of unit and with the level of health care the resident receives. The Monthly Service Fee can be changed from time to time, as deemed necessary by the Corporation, with 30 days written notice to residents. The Monthly Service Fees at Givens Aldersgate are adjusted at least annually with prior notice given to residents.

Income Taxes – The Corporation is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code; accordingly, the accompanying financial statements do not reflect a provision or liability for federal and state income taxes. For purposes of the projection, the Corporation has assumed no material unrecognized tax benefits or obligations during the projection period.

Benevolent Assistance – The Corporation has a policy of providing benevolent assistance to residents who are unable to pay the full cost of care and services. Such residents are identified based on financial information obtained from the resident and subsequent review and analysis. Since the Corporation does not expect to collect the normal charges for services provided, charges for benevolent assistance are not included in revenue.

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

Monthly Service Fees – The contracts that Residents select require an Entrance Fee and Monthly Service Fees based upon the type of accommodation with which the Residents and Givens Aldersgate Residents are applying. 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 other services and these performance obligations are earned each month. Under Accounting Standards Codification (“ASC”) Topic 606, Management has determined that the performance obligation for the standing obligation to provide the appropriate services is the predominate 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.

Entrance Fees – Non-refundable Entrance 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 and Givens Aldersgate Residents access to services 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 or Givens Aldersgate Resident as the performance obligation is the material right associated with access to future services as described in FASB ASC 606-10-55 paragraph 42 and 51.

Health care services – The Corporation provides assisted and nursing care to Residents and Givens Aldersgate Residents that are covered by government and commercial payers. Otherwise, these Residents and Givens Aldersgate Residents pay a per diem rate that is generally billed monthly in advance. The Corporation is paid fixed daily rates from government and commercial payers. The per diem daily rates and other fees billed to government and commercial payers are billed in arrears monthly. The monthly fees and daily fees represent the most likely amount to be received from third-party payors. Most rates are predetermined from Medicare and Medicaid.

Summary of Significant Consolidated Statement of Operations Assumptions

Residential Revenue – Management assumes residential revenues at Givens Estates, Givens Highland Farms, and Givens Aldersgate to increase approximately 3.7 percent annually and residential revenues at Gerber Park II to increase approximately 3.5 percent annually throughout the projection period.

Long-Term Care and Assisted Living Revenue – Management assumes long-term care revenue and assisted living revenues at Givens Estates and Givens Aldersgate to increase approximately 3.4 percent annually.

Member Revenue – Management assumes member revenues at Givens Choice and Givens Aldersgate at Home to increase approximately 4.0 percent annually throughout the projection period.

Operating Expenses – Management assumes operating expenses at Givens Estates, Givens Highland Farms, Givens Aldersgate, and Givens Gerber Park II to increase approximately 3.0 percent annually and 6.0 percent annually at Givens Choice.

Earnings on Investments, Debt Service Fund, Operating Reserve and Excess Cash – Earnings on investments, operating reserve, and excess cash available are assumed to be approximately 2.0 percent throughout the projection period.

Contributions and Bequests – Management assumes contributions and bequests without donor restrictions to Givens Estates, Givens Aldersgate, Gerber Park II, and Life Ministries Outreach to increase approximately 3.0 percent annually throughout the projection period.

Summary of Significant Consolidated Balance Sheet Assumptions

Current Assets and Current Liabilities – Operating revenue, as used below, includes long-term care revenue, residential revenue, assisted living revenue and residential food service revenue. Operating expenses exclude amortization, depreciation, and interest expense. Management has assumed the following working capital components based on the Corporation's historical trends:

Table 6
Working Capital – Days on Hand

Accounts receivable, net	31	days of resident revenues
Other receivables	41	days of resident revenues
Prepaid expenses and inventory	8	days of operating expenses
Accounts payable	61	days of operating expenses
Other accrued liabilities	8	days of operating expenses

Source: Management

Assets Limited as to Use – Management assumes assets limited as to use, to be as follows during the projection period:

Table 7
Assets Limited as to Use
(in thousands of dollars)

	2025	2026	2027	2028	2029
Givens Estates operating reserve	\$ 10,396	\$ 10,489	\$ 10,805	\$ 11,109	\$ 11,427
Givens Aldersgate operating reserve	10,575	11,194	11,638	11,994	12,328
Highland Farms operating reserve	5,703	6,217	6,389	6,567	6,749
Givens Aldersgate, held under bonds	7,965	7,965	7,965	7,965	7,965
Givens Aldersgate, board designated	1,170	1,170	1,170	1,170	1,170
Givens Aldersgate, donor restricted	2,053	2,053	2,053	2,053	2,053
Givens Estates, board designated/ other	6,558	6,820	7,093	7,377	7,672
Givens Highland Farms, other	692	692	692	692	692
Givens Highland Farms project fund	268	268	268	268	268
Total	45,380	46,868	48,073	49,195	50,324
Less current portion	(4,606)	(4,790)	(4,980)	(5,179)	(5,385)
Assets limited as to use, net	\$ 40,774	\$ 42,078	\$ 43,093	\$ 44,016	\$ 44,939

Source: Management

See Accountant's Compilation Report

Management assumes the statutory operating reserve requirement to be 25 percent of each year's operating expenses (adjusted for non-cash items) based on an assumed independent and assisted living occupancy rate in excess of ninety percent (90%) throughout the projection period.

Property and Equipment – Management assumes disposal of property and equipment and capital additions as follows:

Table 8
Schedule of Property and Equipment
(in thousands of dollars)

	2025	2026	2027	2028	2029
Beginning balance, gross	\$ 344,277	\$ 522,003	\$ 550,843	\$ 560,584	\$ 570,506
Givens Aldersgate acquisition	163,900	–	–	–	–
Capital additions—Givens Estates	2,000	10,600	1,500	1,500	1,500
Capital additions – Highland Farms	10,500	12,200	2,200	2,200	2,200
Capital additions – Givens Aldersgate	1,300	6,000	6,000	6,180	6,365
Capital additions – Gerber Park	26	40	41	42	42
Total property and equipment	522,003	550,843	560,584	570,506	580,613
Less accumulated depreciation	(114,206)	(132,886)	(151,540)	(170,524)	(189,268)
Property and equipment, net	\$ 407,797	\$ 417,957	\$ 409,044	\$ 399,982	\$ 391,345

Source: Management

Long-Term Debt – The Corporation – Management assumes long-term debt to consist of the following:

Table 9
Schedule of Long-Term Debt
(in thousands of dollars)

Balances on December 31,	2025	2026	2027	2028	2029
Bank Loan	\$ 9,018	\$ 8,489	\$ 7,927	\$ 7,330	\$ 6,697
Gerber Bank Loan	5,272	4,944	4,616	4,288	3,960
Series 2017 Bonds ⁽¹⁾	27,362	24,057	20,672	17,192	13,626
Series 2021 Bonds ⁽²⁾	55,927	55,775	55,607	55,451	55,280
Givens Aldersgate Bonds ⁽³⁾	91,488	89,168	85,640	82,007	78,269
Long-term debt	189,068	182,433	174,462	166,268	157,832
Less current portion	(7,649)	(7,867)	(8,086)	(8,323)	(8,563)
Long-term debt, net	\$181,419	\$174,566	\$166,376	\$157,945	\$149,269

Source: Management

(1) Includes deferred financing cost, net of amortization.

(2) Includes original issue premium and deferred financing costs, net of amortization.

(3) Series 2015 Bonds, Series 2017A Bonds, Series 2021B Bonds, and Series 2023 Bonds for the Givens Aldersgate Bonds (defined hereinafter).

Bank Loan

On December 1, 2012, the Corporation purchased the assets of Highland Farms, Inc. and Mirafel, LLC, a taxable entity. The purchase and capital additions have been financed with proceeds from a bank loan (the “Bank Loan”). The Bank Loan has a 30-year amortization with a variable rate of 1.2 percent over the term SOFR for a one-month tenor which matures November 2029. For purposes of the projection, the interest rate is assumed to be 6 percent. As of December 31, 2024, the balance of the Bank Loan was approximately \$9,279,000. The following table shows the assumed principal and interest payments for the Bank Loan:

Table 10
Bank Loan Schedule of Principal and Interest Payments
(in thousands of dollars)

Year Ending December 31,	Principal	Interest	Total Payments
2025	\$ 499	\$ 557	\$ 1,056
2026	529	527	1,056
2027	562	494	1,056
2028	597	459	1,056
2029	633	423	1,056
Thereafter	6,459	1,752	8,211
Total	\$ 9,279	\$ 4,212	\$ 13,491

Source: Management

Gerber Bank Loan

Construction costs for Givens Gerber Park II were funded with a bank loan (the “Gerber Bank Loan”), which commenced in April 2018. The Gerber Bank Loan was converted from a construction loan to permanent debt effective April 2018 with a swap, with a fixed interest rate of 3.88 percent per annum. As of December 31, 2024, the balance of the Gerber Bank Loan was approximately \$5,600,000. The following table shows the assumed principal and interest payments for the Gerber Bank Loan:

Table 11
Gerber II Bank Loan Schedule of Principal and Interest Payments
(in thousands of dollars)

Year Ending December 31,	Principal	Interest	Total Payments
2025	\$ 328	\$ 211	\$ 539
2026	328	198	526
2027	328	185	513
2028	328	173	501
2029	301	146	448
Thereafter	3,985	937	4,922
Total	\$ 5,600	\$ 1,850	\$ 7,450

Source: Management

Series 2017 Bonds

In April 2017, \$52,980,000 of Public Finance Authority Retirement Facilities Revenue Refunding Bonds Series 2017 (the “Series 2017 Bonds”) were issued. Interest on the Series 2017 Bonds is payable monthly at 2.84 percent with a final maturity on July 1, 2033. As of December 31, 2024, the balance of the Series 2017 Bonds was approximately \$30,750,000. The following table shows the assumed principal and interest payments for the Series 2017 Bonds:

Table 12
Series 2017 Bonds Schedule of Principal and Interest Payments
(in thousands of dollars)

Year Ending December 31,	Principal	Interest	Total Payments
2025	\$ 3,240	\$ 835	\$ 4,075
2026	3,330	740	4,070
2027	3,410	643	4,053
2028	3,505	545	4,050
2029	3,590	441	4,031
Thereafter	13,675	700	14,375
Total	\$ 30,750	\$ 3,904	\$ 34,654

Source: Management

See Accountant’s Compilation Report

Series 2021 Bonds

Construction costs for the Givens Highland Farms Project was funded with \$48,620,000 of Public Finance Authority Retirement Facilities Revenue Bonds Series 2021 (the “Series 2021 Bonds”). Interest on the Series 2021 Bonds is payable at 4.0 percent per annum. Principal is payable annually, commencing on December 1, 2034 with a final maturity on December 1, 2056. As of December 31, 2024, the balance of the Series 2021 Bonds was approximately \$48,620,000. The following table shows the assumed principal and interest payments for the Series 2021 Bonds:

Table 13
Series 2021 Bonds Schedule of Principal and Interest Payments
(in thousands of dollars)

Year Ending December 31,	Principal	Interest	Total Payments
2025	\$ —	\$ 1,807	\$ 1,807
2026	—	1,803	1,803
2027	—	1,798	1,798
2028	—	1,793	1,793
2029	—	1,788	1,788
Thereafter	48,620	39,929	81,549
Total	\$ 48,620	\$ 41,918	\$ 90,538

Source: Management

Long-Term Debt – Givens Aldersgate – Management assumes long-term debt for the Givens Aldersgate to consist of the following:

Series 2015 Bonds

In November 2015, \$49,240,000 of North Carolina Medical Care Commission Retirement Facilities First Mortgage Revenue Bonds (the “Series 2015 Bonds”) were issued. Principal payments on the Series 2015 Bonds begins in July 2032 and extends through July 2045. Interest on the Series 2015 Bonds is payable semi-annually with interest rates ranging from 4.7 to 5.0 percent. As of December 31, 2024, the balance of the Series 2015 Bonds was approximately \$49,240,000.

Series 2017A Bonds

In May 2017, \$19,080,000 of North Carolina Medical Care Commission Retirement Facilities First Mortgage Revenue Refunding Bonds (the “Series 2017A Bonds”) were issued. Principal payments on the Series 2017A Bonds began in July 2020 and extend through July 2047. Interest on the Series 2017A Bonds is payable semi-annually with interest rates ranging from 2.5 to 4.5 percent. As of December 31, 2024, the balance of the Series 2017A Bonds was approximately \$17,015,000.

Series 2021B Bonds

In July 2021, \$15,340,000 of North Carolina Medical Care Commission Retirement Facilities First Mortgage Revenue Refunding Bonds (the “Series 2021B Bonds”) were issued. Principal payments on the Series 2021B Bonds began in December 2021 and extend through July 2044. Interest payments began September 2021 and are payable semi-annually with an interest of 2.6 percent. As of December 31, 2024, the balance of the Series 2021B Bonds was approximately \$13,620,000.

Series 2023 Bonds

In July 2021, \$28,685,000 of North Carolina Medical Care Commission Taxable Retirement Facilities Revenue Refunding Bonds (the “Series 2021A Bonds”). In March 2023, the 2021A Bonds were converted to tax-exempt bonds and reissued at the remaining principal balance of \$25,665,000 (the “Series 2023 Bonds”). As of December 31, 2024, the balance of the Series 2023 Bonds was approximately \$21,515,000.

The following table shows the assumed principal and interest payments for the Series 2015 Bonds, the Series 2017A Bonds, Series 2021B Bonds and the Series 2023 Bonds (collectively, the “Givens Aldersgate Bonds”):

Table 14
Givens Aldersgate Bonds Schedule of Principal and Interest Payments
(in thousands of dollars)

Year Ending December 31,	Series 2015 Bonds		Series 2017A Bonds		Series 2021B Bonds		Series 2023 Bonds		Total Payments
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	
2025	\$ —	\$ 2,400	\$ 450	\$ 789	\$ 540	\$ 346	\$ 2,465	\$ 542	\$7,532
2026	—	2,400	465	774	540	332	2,545	476	\$7,532
2027	—	2,400	480	758	580	318	2,585	407	\$7,528
2028	—	2,400	500	741	600	302	2,650	338	\$7,531
2029	—	2,400	520	720	600	287	2,735	267	\$7,528
Thereafter	49,240	25,316	\$14,600	7,708	10,760	\$ 2,158	8,535	462	118,780
Total	\$ 49,240	\$ 37,316	\$ 17,015	\$ 11,490	\$ 13,620	\$ 3,743	\$ 21,515	\$ 2,492	\$156,430

Source: Management

Deferred Revenue from Entrance Fees – Management assumes that Entrance Fees will increase approximately 3.0 percent annually depending on unit type.

The assumed turnover of the independent living units for Givens Estates, Givens Highland Farms, Givens Gerber Park II, and Givens Aldersgate and initial Entrance Fees received for the Vista Ridge North cottages and the Vista Ridge South apartments are presented in the following table:

Table 15
Schedule of Entrance Fees Received – Independent Living Units

Year Ending December 31,	Vista Ridge South Initial Entrance Fees	Attrition Entrance Fees	Givens Aldersgate Entrance Fees	Total
2025	33	70	40	143
2026	–	70	33	103
2027	–	70	33	103
2028	–	72	32	104
2029	–	72	32	104

Source: Management

**ACCOUNTANT'S REPORT ON
SUPPLEMENTAL INFORMATION**

The Board of Directors
The Givens Estates, Inc. and Subsidiaries
Asheville, North Carolina

We have compiled the accompanying consolidated projected balance sheets and related projected consolidated statements of operations, changes in net assets and cash flows of Givens Estates, Inc. and Subsidiaries, as of and for the each of the five years ending December 31, 2029, in accordance with attestation standards established by the American Institute of Certified Public Accountants.

The projected balance sheets and related projected statements of operations, changes in net assets and cash flows of The Givens Estates, Inc., Givens Highland Farms, LLC, Givens Gerber Park II, LLC, Givens Choice, LLC, Life Ministries Outreach, LLC, and Givens Aldersgate are presented for purposes of additional analysis and are not a required part of the consolidated projected 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 projected financial statements.

Forvis Mazars, LLP

Atlanta, Georgia
November 20, 2025

The Givens Estates, Inc.

Projected Statements of Operations For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Revenues, gains and other support:					
Amortization of entrance fees	\$ 10,541	\$ 10,500	\$ 11,096	\$ 11,059	\$ 11,130
Residential revenue	23,768	23,843	25,762	26,817	27,910
Assisted living revenue	4,703	4,873	4,690	4,833	4,981
Long-term care revenue	10,207	10,450	10,323	10,607	10,905
Residential food service revenue	2,583	2,583	2,705	2,716	2,729
Contributions and bequests	1,113	1,114	1,146	1,181	1,216
Net assets released from restrictions-operations	64	64	66	68	70
Other revenue	1,795	1,979	1,809	1,871	1,937
Investment income	2,494	2,782	2,589	2,905	3,246
Total revenues, gains and other support	57,268	58,188	60,186	62,057	64,124
Expenses:					
Administration	1,202	1,071	1,103	1,136	1,170
Assisted living	2,279	2,412	2,484	2,559	2,636
Long-term care	6,188	6,376	6,599	6,830	7,069
Maintenance	6,009	5,337	5,497	5,662	5,832
Dining services	5,738	5,905	6,083	6,265	6,453
Housekeeping	3,413	3,570	3,677	3,787	3,901
Resident services	2,173	2,388	2,459	2,533	2,609
Utilities	3,644	3,982	4,142	4,307	4,480
Outreach	657	676	696	717	739
Bad debts	41	42	43	45	46
Management fees	6,016	5,987	6,159	6,335	6,517
Depreciation	6,128	6,498	6,261	6,261	6,261
Interest	1,074	979	956	858	759
Total expenses	44,562	45,223	46,159	47,295	48,472
Excess of revenues over expenses	12,706	12,965	14,027	14,762	15,652
Non-operating					
Net assets released from restrictions-capital projects	20	80	80	80	80
Net assets transfer out	(14,510)	-	-	-	-
Total non-operating	(14,490)	80	80	80	80
Change in net assets without donor restrictions	\$ (1,784)	\$ 13,045	\$ 14,107	\$ 14,842	\$ 15,732

Supplemental Disclosure

The Givens Estates, Inc.

Projected Statements of Changes in Net Assets For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Net assets without donor restrictions:					
Excess of revenues over expenses	\$ 12,706	\$ 12,965	\$ 14,027	\$ 14,762	\$ 15,652
Net assets released from restrictions-capital projects	20	80	80	80	80
Net assets transfer out	(14,510)	-	-	-	-
Net assets transfer in	-	-	-	-	-
Change in net assets without donor restrictions	(1,784)	13,045	14,107	14,842	15,732
Net assets with donor restrictions:					
Contributions	84	84	86	88	90
Net assets released from restriction-operations	(64)	(64)	(66)	(68)	(70)
Net assets released from restriction-capital	(20)	(80)	(80)	(80)	(80)
Change in net assets with donor restrictions	-	(60)	(60)	(60)	(60)
Change in net assets	(1,784)	12,985	14,047	14,782	15,672
Net assets, beginning of year	126,445	124,661	137,646	151,693	166,475
Net assets, end of year	\$ 124,661	\$ 137,646	\$ 151,693	\$ 166,475	\$ 182,147

Supplemental Disclosure

The Givens Estates, Inc.

Projected Statements of Cash Flows For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Cash flows from operating activities:					
Change in net assets	\$ (1,784)	\$ 12,985	\$ 14,047	\$ 14,782	\$ 15,672
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Amortization of entrance fees	(10,541)	(10,500)	(11,096)	(11,059)	(11,130)
Depreciation	6,128	6,498	6,261	6,261	6,261
Amortization of deferred financing costs	8	8	8	7	7
Bad debts	41	42	43	45	46
Contributions restricted for capital projects					
Proceeds from entrance fees - routine turnover, non-refundable portion	12,004	12,356	12,719	13,721	14,124
Net change in working capital:					
Change in receivables and prepaid expenses	3,132	(122)	(133)	(172)	(176)
Change in accounts payable, other accrued liabilities, and payroll accruals	(1,280)	64	181	192	192
Net cash from operating activities	7,708	21,331	22,030	23,777	24,996
Cash flows from investing activities:					
Capital additions	(2,000)	(10,600)	(1,500)	(1,500)	(1,500)
Change in due to/from affiliates	6,500	(6,500)	-	-	-
Change in investments	(23,569)	1,251	(14,668)	(16,195)	(17,228)
Change in assets limited as to use:					
Operating reserve-Givens Estates	522	(93)	(316)	(304)	(318)
Other funds	(76)	(79)	(82)	(85)	(88)
Investment in LLCs	(36)	(301)	(309)	(316)	(329)
Net cash from investing activities	(18,659)	(16,322)	(16,875)	(18,400)	(19,463)
Cash flows from financing activities:					
Proceeds from entrance fees - routine turnover, refundable portion	2,804	2,886	2,970	3,204	3,299
Refunds of entrance fees	(4,341)	(4,471)	(4,605)	(4,972)	(5,121)
Principal payments-Series 2017 Bonds	(3,160)	(3,240)	(3,330)	(3,410)	(3,505)
Net cash from financing activities	(4,697)	(4,825)	(4,965)	(5,178)	(5,327)
Change in cash, cash equivalents and restricted cash	(15,648)	184	190	199	206
Cash, cash equivalents and restricted cash, beginning of year	23,250	7,602	7,786	7,976	8,175
Cash, cash equivalents and restricted cash, end of year	\$ 7,602	\$ 7,786	\$ 7,976	\$ 8,175	\$ 8,381
Cash, cash equivalents and restricted cash reconciliation:					
Cash and cash equivalents	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Assets limited as to use, current portion	4,602	4,786	4,976	5,175	5,381
Total cash, cash equivalents and restricted cash	\$ 7,602	\$ 7,786	\$ 7,976	\$ 8,175	\$ 8,381

Supplemental Disclosure

The Givens Estates, Inc.

Projected Balance Sheets At December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
<u>Assets</u>					
Current assets:					
Cash and cash equivalents	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Assets limited as to use, current portion	4,602	4,786	4,976	5,175	5,381
Accounts receivable, net	2,487	2,516	2,621	2,711	2,804
Other receivables	408	451	411	426	440
Contributions receivable, current portion	25	25	25	25	25
Prepaid expenses	716	724	749	773	798
Total current assets	11,238	11,502	11,782	12,110	12,448
Non-current assets:					
Property and equipment, net	131,361	135,463	130,701	125,940	121,179
Investments	109,687	108,446	123,159	139,384	156,646
Assets limited as to use, less current portion:					
Operating reserve-Givens Estates	10,396	10,489	10,805	11,109	11,427
Other funds	1,969	2,048	2,130	2,215	2,303
Contributions receivable, net of current portion	50	50	50	50	50
Other assets	1,060	1,060	1,060	1,060	1,060
Due from affiliates	5,416	5,717	6,026	6,342	6,671
Total assets	\$ 271,177	\$ 274,775	\$ 285,713	\$ 298,210	\$ 311,784
<u>Liabilities and Net Assets</u>					
Current liabilities:					
Accounts payable and other accrued liabilities	\$ 5,968	\$ 6,038	\$ 6,226	\$ 6,426	\$ 6,622
Interest payable	82	74	66	58	50
Agency funds	13	13	13	13	13
Due to affiliates	6,500	-	-	-	-
Resident refunds payable	4,471	4,605	4,972	5,121	5,396
Current portion of long-term debt	3,240	3,330	3,409	3,505	3,590
Total current liabilities	20,274	14,060	14,686	15,123	15,671
Long-term liabilities:					
Long-term debt, net of current portion and deferred financing cost	33,671	30,349	26,947	23,449	19,866
Refundable entrance fees, net of current portion	13,967	13,990	13,939	14,058	14,201
Deferred revenue from entrance fees	77,050	77,176	76,894	77,551	78,345
Advance admission deposits	1,554	1,554	1,554	1,554	1,554
Total liabilities	146,516	137,129	134,020	131,735	129,637
Net assets					
Without donor restrictions	111,301	124,346	138,453	153,295	169,027
With donor restrictions	13,360	13,300	13,240	13,180	13,120
Total net assets	124,661	137,646	151,693	166,475	182,147
Total liabilities and net assets	\$ 271,177	\$ 274,775	\$ 285,713	\$ 298,210	\$ 311,784

Supplemental Disclosure

Givens Highland Farms, LLC.

Projected Statements of Operations For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Revenues, gains and other support:					
Amortization of entrance fees	\$ 4,075	\$ 6,046	\$ 6,131	\$ 6,217	\$ 6,305
Residential revenue	12,487	14,611	14,717	15,278	15,874
Long-term care revenue	7,891	7,774	7,939	8,109	8,285
Residential food service revenue	1,797	2,225	2,239	2,253	2,268
Other revenue	621	712	713	716	719
Investment income	103	106	109	112	115
Total revenues, gains and other support	26,974	31,474	31,848	32,685	33,566
Expenses:					
Administration	1,013	1,073	1,104	1,136	1,169
Skilled nursing	4,741	5,257	5,441	5,631	5,828
Maintenance	3,376	3,697	3,808	3,922	4,040
Dining services	3,516	3,769	3,882	3,998	4,118
Housekeeping	1,238	1,324	1,362	1,402	1,442
Resident services	1,230	1,321	1,359	1,398	1,439
Utilities	1,921	2,153	2,218	2,284	2,353
Outreach	156	164	172	181	190
Bad debts	36	37	38	39	41
Management fees	3,016	3,463	3,567	3,674	3,784
Depreciation	3,604	4,620	4,699	4,624	3,966
Amortization of intangible assets	342	-	-	-	-
Interest	1,985	1,892	1,847	1,803	1,759
Total expenses	26,174	28,770	29,497	30,092	30,129
Excess of revenues over expenses	\$ 800	\$ 2,704	\$ 2,351	\$ 2,593	\$ 3,437
Non-operating income:					
Net assets released from restrictions-capital projects	800	-	-	-	-
Total non-operating income	800	-	-	-	-
Change in net deficit without donor restrictions	\$ 1,600	\$ 2,704	\$ 2,351	\$ 2,593	\$ 3,437

Supplemental Disclosure

Givens Highland Farms, LLC.

**Projected Statements of Changes in Net Deficits
For Each of the Five Years Ending December 31,
(in thousands of dollars)**

	2025	2026	2027	2028	2029
Net deficit without donor restrictions					
Excess of revenues over expenses	\$ 800	\$ 2,704	\$ 2,351	\$ 2,593	\$ 3,437
Net assets released from restrictions-capital projects	800	-	-	-	-
Change in net assets without donor restrictions	1,600	2,704	2,351	2,593	3,437
Net assets with donor restrictions:					
Net assets released from restrictions-capital projects	(800)	-	-	-	-
Change in net assets with donor restrictions	(800)	-	-	-	-
Change in net deficit	\$ 800	\$ 2,704	\$ 2,351	\$ 2,593	\$ 3,437
Net deficit, beginning of year	\$ (15,300)	\$ (14,500)	\$ (11,796)	\$ (9,445)	\$ (6,852)
Net deficit, end of year	\$ (14,500)	\$ (11,796)	\$ (9,445)	\$ (6,852)	\$ (3,415)

Supplemental Disclosure

Givens Highland Farms, LLC.

Projected Statements of Cash Flows For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Cash flows from operating activities:					
Change in net deficit	\$ 800	\$ 2,704	\$ 2,351	\$ 2,593	\$ 3,437
Adjustments to reconcile change in net deficit					
net cash provided by operating activities:					
Amortization of entrance fees	(4,075)	(6,046)	(6,131)	(6,217)	(6,305)
Depreciation	3,604	4,620	4,699	4,624	3,966
Amortization of intangible assets	342	-	-	-	-
Amortization of deferred financing costs	19	19	20	20	21
Amortization of original issue premium	(132)	(245)	(250)	(254)	(259)
Bad debts	36	37	38	39	41
Proceeds from entrance fees - routine turnover, non-refundable portion	2,000	2,400	2,400	2,400	2,400
Net change in working capital:					
Change in receivables and prepaid expenses	6,993	(263)	(71)	(120)	(128)
liabilities, and payroll accruals	(3,473)	(1,131)	297	305	316
Net cash from operating activities	6,114	2,095	3,353	3,390	3,489
Cash flows from investing activities:					
Capital additions	(10,500)	(12,200)	(2,200)	(2,200)	(2,200)
Change in investments	(18,756)	10,444	877	881	822
Change in assets limited as to use:					
Operating reserve-Givens Highland Farms	(665)	(514)	(172)	(178)	(182)
Net cash from investing activities	(29,921)	(2,270)	(1,495)	(1,497)	(1,560)
Cash flows from financing activities:					
Proceeds from entrance fees - routine turnover, refundable portion	204	204	204	204	204
Proceeds from initial entrance fees-Vista Ridge South	15,003	-	-	-	-
Refunds of entrance fees	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)
Principal payments-Bank Loan	(499)	(529)	(562)	(597)	(633)
Net cash from financing activities	13,208	(1,825)	(1,858)	(1,893)	(1,929)
Change in cash, cash equivalents and restricted cash	(10,599)	(2,000)	-	-	-
Cash, cash equivalents and restricted cash, beginning of year	13,617	3,018	1,018	1,018	1,018
Cash, cash equivalents and restricted cash, end of year	3,018	1,018	1,018	1,018	1,018
Cash, cash equivalents and restricted cash reconciliation:					
Cash and cash equivalents	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
Escrow deposits	2,000	-	-	-	-
Restricted cash in assets limited as to use	268	268	268	268	268
Total cash, cash equivalents and restricted cash	\$ 3,018	\$ 1,018	\$ 1,018	\$ 1,018	\$ 1,018

Supplemental Disclosure

Givens Highland Farms, LLC.

Projected Balance Sheets At December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Assets					
Current assets:					
Cash and cash equivalents	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
Assets limited as to use, current portion	4	4	4	4	4
Accounts receivable, net	2,177	2,392	2,421	2,499	2,581
Other receivables	3,242	3,242	3,242	3,242	3,242
Escrow deposits	2,000	-	-	-	-
Prepaid expenses and inventory	111	122	126	130	134
Total current assets	8,284	6,510	6,543	6,625	6,711
Non-current assets:					
Property and equipment, net	105,338	112,918	110,419	107,995	106,229
Assets limited as to use-other	692	692	692	692	692
Restricted cash in assets limited as to use	268	268	268	268	268
Investments	19,293	8,849	7,971	7,090	6,268
Operating reserve-Givens Highland Farms	5,703	6,217	6,389	6,567	6,749
Total assets	\$ 139,578	\$ 135,454	\$ 132,282	\$ 129,237	\$ 126,917
Liabilities and Net Deficit					
Current liabilities:					
Accounts payable and other accrued liabilities	\$ 8,763	\$ 9,635	\$ 9,935	\$ 10,244	\$ 10,564
Interest payable	175	172	168	165	161
Agency funds	4	4	4	4	4
Escrow deposits	2,000	-	-	-	-
Resident refunds payable	1,500	1,500	1,500	1,500	1,500
Current portion of long-term debt	529	562	597	633	673
Total current liabilities	12,971	11,873	12,204	12,546	12,902
Long-term liabilities:					
Long-term debt, net of current portion and deferred financing cost	54,762	53,974	53,147	52,280	51,368
Due To Givens Estates	3,729	3,729	3,729	3,729	3,729
Refundable entrance fees, net of current portion	47,101	45,805	44,509	43,213	41,917
Deferred revenue from entrance fees	34,893	31,247	27,516	23,699	19,794
Advance admission deposits	622	622	622	622	622
Total liabilities	154,078	147,250	141,727	136,089	130,332
Net deficit					
Without donor restrictions	(15,082)	(12,378)	(10,027)	(7,434)	(3,997)
With donor restrictions	582	582	582	582	582
Total net deficit	(14,500)	(11,796)	(9,445)	(6,852)	(3,415)
Total liabilities and net deficit	\$ 139,578	\$ 135,454	\$ 132,282	\$ 129,237	\$ 126,917

Supplemental Disclosure

Givens Aldersgate

Projected Statements of Operations For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025 ⁽¹⁾	2026	2027	2028	2029
Revenues, gains and other support:					
Amortization of entrance fees	\$ 1,379	\$ 5,351	\$ 5,574	\$ 5,804	\$ 6,040
Residential revenue	5,289	18,282	19,231	19,944	20,683
Assisted living and memory care	2,712	9,359	9,678	10,008	10,348
Long-term care revenue	5,972	17,492	18,326	19,009	19,587
Aldersgate at Home	1,545	4,916	5,113	5,317	5,530
Contributions and bequests	-	400	400	400	400
Net assets released - operations	-	125	125	125	125
Other revenue	65	965	713	716	701
Investment income	64	485	780	822	883
Total revenues, gains and other support	17,026	57,375	59,940	62,145	64,297
Expenses:					
Administration	4,134	11,335	11,718	12,068	12,418
Long-term care	5,572	15,055	15,714	16,242	16,681
Maintenance	1,588	4,355	4,547	4,722	4,897
Dining services	2,262	6,202	6,471	6,646	6,821
Housekeeping	543	1,490	1,574	1,574	1,574
Management fees	312	6,277	6,465	6,659	6,859
Depreciation	2,171	7,242	7,373	7,779	8,197
Amortization of intangible assets	21	63	63	63	63
Interest					
Interest expense	1,359	3,783	3,766	3,664	3,556
Amortization	39	117	117	117	117
Total expenses	18,001	55,919	57,808	59,534	61,183
Excess of revenues over expenses	(975)	1,456	2,132	2,611	3,114
Non-operating					
Net assets transfer in	20,500	-	-	-	-
Total non-operating	20,500	-	-	-	-
Change in net assets without donor restrictions	\$ 19,525	\$ 1,456	\$ 2,132	\$ 2,611	\$ 3,114

(1) Givens Aldersgate financial information is for the four months ending December 31, 2025.

Supplemental Disclosure

Givens Aldersgate

Projected Statements of Changes in Net Assets For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025 ⁽¹⁾	2026	2027	2028	2029
Net assets without donor restrictions:					
Excess of revenues over expenses	\$ (975)	\$ 1,456	\$ 2,132	\$ 2,611	\$ 3,114
Net assets transfer-in	20,500	-	-	-	-
Change in net assets without donor restrictions	19,525	1,456	2,132	2,611	3,114
Net assets with donor restrictions:					
Net assets released from restriction-operations	-	(125)	(125)	(125)	(125)
Change in net assets with donor restrictions	-	(125)	(125)	(125)	(125)
Change in net assets	19,525	1,331	2,007	2,486	2,989
Net assets, beginning of year	19,309	38,834	40,165	42,172	44,658
Net assets, end of year	\$ 38,834	\$ 40,165	\$ 42,172	\$ 44,658	\$ 47,647

(1) Givens Aldersgate financial information is for the four months ending December 31, 2025.

Supplemental Disclosure

Givens Aldersgate

Projected Statements of Cash Flows For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025 ⁽¹⁾	2026	2027	2028	2029
Cash flows from operating activities:					
Change in net assets	\$ 19,525	\$ 1,331	\$ 2,007	\$ 2,486	\$ 2,989
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Amortization of entrance fees	(1,379)	(5,351)	(5,574)	(5,804)	(6,040)
Depreciation	2,171	7,242	7,373	7,779	8,197
Amortization of intangible assets	21	63	63	63	63
Amortization of deferred financing costs	39	117	117	117	117
Proceeds from entrance fees - routine turnover, non-refundable portion	4,038	9,913	10,310	10,397	10,813
Net change in working capital:					
Change in receivables and prepaid expenses	(14)	(441)	(210)	(191)	(182)
Change in accounts payable, other accrued liabilities, and payroll accruals	72	163	104	70	63
Net cash from operating activities	24,473	13,037	14,190	14,917	16,020
Cash flows from investing activities:					
Capital additions	(1,300)	(6,000)	(6,000)	(6,180)	(6,365)
Change in investments	(14,301)	(12,858)	(1,709)	(2,460)	(3,687)
Change in due to/from affiliates	(6,500)	6,500	-	-	-
Change in assets limited as to use:					
Operating reserve-Givens Aldersgate	-	(619)	(444)	(356)	(334)
Net cash from investing activities	(22,101)	(12,977)	(8,153)	(8,996)	(10,386)
Cash flows from financing activities:					
Proceeds from initial entrance fees -	-	5,997	-	-	-
Proceeds from entrance fees - routine turnover, refundable portion	801	2,576	2,679	2,765	2,829
Refunds of entrance fees	(2,021)	(5,083)	(5,071)	(4,936)	(4,608)
Principal payments-Givens Aldersgate Bonds	(1,152)	(3,550)	(3,645)	(3,750)	(3,855)
Net cash from financing activities	(2,372)	(60)	(6,037)	(5,921)	(5,634)
Change in cash, cash equivalents and restricted cash	-	-	-	-	-
Cash, cash equivalents and restricted cash, beginning of year	4,809	4,809	4,809	4,809	4,809
Cash, cash equivalents and restricted cash, end of year	\$ 4,809	\$ 4,809	\$ 4,809	\$ 4,809	\$ 4,809
Cash, cash equivalents and restricted cash reconciliation:					
Cash and cash equivalents	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Assets limited as to use, current portion	809	809	809	809	809
Total cash, cash equivalents and restricted cash	\$ 4,809	\$ 4,809	\$ 4,809	\$ 4,809	\$ 4,809

(1) Givens Aldersgate financial information is for the four months ending December 31, 2025.

Supplemental Disclosure

Givens Aldersgate

Projected Balance Sheets At December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Assets					
Current assets:					
Cash and cash equivalents	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Restricted cash	809	809	809	809	809
Accounts receivable, net	3,576	3,954	4,111	4,259	4,401
Due from related parties	6,511	11	11	11	11
Prepaid expenses	1,299	1,348	1,401	1,444	1,484
Total current assets	16,195	10,122	10,332	10,523	10,705
Non-current assets:					
Property and equipment, net	161,287	160,045	158,672	157,073	155,241
Investments	21,674	34,148	35,857	38,317	42,004
Assets limited as to use, less current portion:					
Designated for statutory operating reserve	10,575	11,194	11,638	11,994	12,328
Held under bond agreements	7,965	7,965	7,965	7,965	7,965
Board designated	1,170	1,170	1,170	1,170	1,170
Donor restricted	2,053	2,053	2,053	2,053	2,053
Total assets limited as to use, less current portion	21,763	22,382	22,826	23,182	23,516
Intangible assets	611	548	485	422	359
Assets under interest rate swap agreements	2,618	2,618	2,618	2,618	2,618
Deferred marketing costs, net	361	361	361	361	361
Total assets	\$ 224,509	\$ 230,224	\$ 231,151	\$ 232,496	\$ 234,804
Liabilities and Net Assets					
Current liabilities:					
Accounts payable and other accrued liabilities	\$ 3,780	\$ 3,920	\$ 4,076	\$ 4,200	\$ 4,318
Interest payable	1,991	1,942	1,890	1,836	1,781
Entrance fee deposits	336	336	336	336	336
Resident refunds payable	5,083	5,071	4,936	4,608	4,792
Current portion of long-term debt	3,550	3,645	3,750	3,855	3,970
Total current liabilities	14,740	14,914	14,988	14,835	15,197
Long-term liabilities:					
Long-term debt, net of current portion	87,938	85,523	81,890	78,152	74,299
Other long-term liabilities	104	104	104	104	104
Refundable entrance fees, net of current portion	43,215	43,439	41,182	39,339	37,376
Deferred revenue from entrance fees	39,678	46,079	50,815	55,408	60,181
Total liabilities	185,675	190,059	188,979	187,838	187,157
Net assets					
Without donor restrictions	36,899	38,230	40,237	42,723	45,712
With donor restrictions	1,935	1,935	1,935	1,935	1,935
Total net assets	38,834	40,165	42,172	44,658	47,647
Total liabilities and net assets	\$ 224,509	\$ 230,224	\$ 231,151	\$ 232,496	\$ 234,804

Supplemental Disclosure

Givens Communities

Projected Statements of Operations and Changes in Net Assets For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Revenues, gains and other support:					
Amortization of entrance fees	\$ -	\$ -	\$ -	\$ -	\$ -
Net assets released from restrictions-operations	404	404	420	437	454
Management fee	9,607	16,023	16,501	16,991	17,496
Other revenue	2,348	3,269	3,400	3,536	3,677
Total revenues, gains and other support	12,359	19,696	20,321	20,964	21,627
Expenses:					
Administration	7,351	11,920	12,278	12,646	13,025
Home care	2,348	3,269	3,400	3,536	3,677
Marketing	1,829	3,250	3,348	3,448	3,551
Utilities	229	600	618	637	656
Outreach	602	657	677	697	718
Total expenses	12,359	19,696	20,321	20,964	21,627
Excess of revenues over expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Net assets without donor restrictions					
Excess of revenues over expenses	-	-	-	-	-
Net asset transfer in	14,510	-	-	-	-
Net asset transfer out	(20,500)	-	-	-	-
Change in net assets without donor restrictions	(5,990)	-	-	-	-
Net assets with donor restrictions					
Contributions	404	404	420	437	454
Net assets released from restrictions-operations	(404)	(404)	(420)	(437)	(454)
Change in net assets with donor restrictions	-	-	-	-	-
Change in net assets	\$ (5,990)	\$ -	\$ -	\$ -	\$ -
Net assets, beginning of year	\$ 6,042	\$ 52	\$ 52	\$ 52	\$ 52
Net assets, end of year	\$ 52	\$ 52	\$ 52	\$ 52	\$ 52

Supplemental Disclosure

Givens Communities

Projected Statements of Cash Flows
For Each of the Five Years Ending December 31,
(in thousands of dollars)

	2025	2026	2027	2028	2029
Cash flows from operating activities:					
Change in net assets	\$ (5,990)	\$ -	\$ -	\$ -	\$ -
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Net change in working capital:					
Change in receivables and prepaid expenses	-	-	-	-	-
Change in accounts payable, other accrued liabilities, and payroll accruals	-	-	-	-	-
Net cash from operating activities	(5,990)	-	-	-	-
Cash flows from investing activities:					
Change in due to/from affiliates	-	-	-	-	-
Change in resident deposits	-	-	-	-	-
Net cash from investing activities	-	-	-	-	-
Cash flows from financing activities:					
Net cash from financing activities	-	-	-	-	-
Change in cash, cash equivalents and restricted cash	(5,990)	-	-	-	-
Cash, cash equivalents and restricted cash, beginning of year	6,042	52	52	52	52
Cash, cash equivalents and restricted cash, end of year	\$ 52	\$ 52	\$ 52	\$ 52	\$ 52
Cash, cash equivalents and restricted cash reconciliation:					
Cash, cash equivalents and restricted cash	\$ 52	\$ 52	\$ 52	\$ 52	\$ 52
Total cash, cash equivalents and restricted cash	\$ 52	\$ 52	\$ 52	\$ 52	\$ 52

Supplemental Disclosure

Givens Communities

Projected Balance Sheets At December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
<u>Assets</u>					
Current assets:					
Cash and cash equivalents	\$ 52	\$ 52	\$ 52	\$ 52	\$ 52
Total current assets	52	52	52	52	52
Non-current assets:					
Due from affiliates	6,500	-	-	-	-
Total assets	\$ 6,552	\$ 52	\$ 52	\$ 52	\$ 52
<u>Liabilities and Net Assets</u>					
Current liabilities:					
Accounts payable and other accrued liabilities	-	-	-	-	-
Total current liabilities	-	-	-	-	-
Long-term liabilities:					
Due to Givens Aldersgate	6,500	-	-	-	-
Total liabilities	6,500	-	-	-	-
Net assets					
Without donor restrictions	52	52	52	52	52
With donor restrictions	-	-	-	-	-
Total net assets	52	52	52	52	52
Total liabilities and net assets	\$ 6,552	\$ 52	\$ 52	\$ 52	\$ 52

Supplemental Disclosure

Givens Gerber Park II, LLC.

**Projected Statements of Operations
For Each of the Five Years Ending December 31,
(in thousands of dollars)**

	2025	2026	2027	2028	2029
Revenues, gains and other support:					
Residential revenue	\$ 2,302	\$ 2,408	\$ 2,492	\$ 2,579	\$ 2,669
Contributions and bequests	39	39	40	41	42
Other revenue	239	262	270	278	286
Investment income	24	60	62	64	66
Total revenues, gains and other support	2,604	2,769	2,864	2,962	3,063
Expenses:					
Administration	188	197	203	209	215
Maintenance	227	235	242	249	256
Dining services	392	404	416	428	441
Housekeeping	31	32	33	34	35
Marketing	100	103	106	109	112
Residential	38	39	40	41	42
Utilities	387	399	411	423	436
Bad debts	1	1	1	1	1
Management fees	203	214	223	231	238
Insurance	44	45	46	47	48
Depreciation	310	320	320	320	320
Interest	211	198	185	173	147
Total expenses	2,132	2,187	2,226	2,265	2,291
Excess of revenues over expenses	472	582	638	697	772
Non-operating income:					
Contributions	-	-	-	-	-
Total non-operating income	-	-	-	-	-
Change in net assets without donor restrictions	\$ 472	\$ 582	\$ 638	\$ 697	\$ 772

Supplemental Disclosure

Givens Gerber Park II, LLC.

Projected Changes in Net Assets
 For Each of the Five Years Ending December 31,
 (in thousands of dollars)

	2025	2026	2027	2028	2029
Net assets without donor restrictions					
Excess of revenues over expenses	\$ 472	\$ 582	\$ 638	\$ 697	\$ 772
Change in net assets without donor restrictions	472	582	638	697	772
Net assets with donor restrictions					
Net assets released from restrictions-operations	-	-	-	-	-
Change in net assets with donor restrictions	-	-	-	-	-
Change in net assets	\$ 472	\$ 582	\$ 638	\$ 697	\$ 772
Net assets, beginning of year	\$ 6,786	\$ 7,258	\$ 7,840	\$ 8,478	\$ 9,175
Net assets, end of year	\$ 7,258	\$ 7,840	\$ 8,478	\$ 9,175	\$ 9,947

Supplemental Disclosure

Givens Gerber Park II, LLC.

Projected Statements of Cash Flows
For Each of the Five Years Ending December 31,
(in thousands of dollars)

	2025	2026	2027	2028	2029
Cash flows from operating activities:					
Change in net assets	\$ 472	\$ 582	\$ 638	\$ 697	\$ 772
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation	310	320	320	320	320
Bad debts	1	1	1	1	1
Net change in working capital:					
Change in receivables and prepaid expenses	77	(7)	(4)	(5)	(6)
Change in accounts payable, other accrued liabilities, and payroll accruals	(115)	1	2	1	1
Net cash from operating activities	745	897	957	1,014	1,088
Cash flows from investing activities:					
Capital additions	(26)	(40)	(41)	(42)	(42)
Net cash from investing activities	(26)	(40)	(41)	(42)	(42)
Cash flows from financing activities:					
Principal payments-Gerber Bank Loan	(328)	(328)	(328)	(328)	(328)
Net cash from financing activities	(328)	(328)	(328)	(328)	(328)
Change in cash, cash equivalents and restricted cash	391	529	588	644	718
Cash, cash equivalents and restricted cash, beginning of year	2,409	2,800	3,329	3,917	4,561
Cash, cash equivalents and restricted cash, end of year	\$ 2,800	\$ 3,329	\$ 3,917	\$ 4,561	\$ 5,279
Cash, cash equivalents and restricted cash reconciliation:					
Cash, cash equivalents and restricted cash	\$ 2,800	\$ 3,329	\$ 3,917	\$ 4,561	\$ 5,279
Total cash, cash equivalents and restricted cash	\$ 2,800	\$ 3,329	\$ 3,917	\$ 4,561	\$ 5,279

Supplemental Disclosure

Givens Gerber Park II, LLC.

Projected Balance Sheets At December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Assets					
Current assets:					
Cash and cash equivalents	\$ 2,800	\$ 3,329	\$ 3,917	\$ 4,561	\$ 5,279
Accounts receivable, net	82	86	89	92	95
Other receivables	20	22	22	23	24
Prepaid expenses and inventory	7	7	7	7	8
Total current assets	2,909	3,444	4,035	4,683	5,406
Property and equipment, net	9,811	9,531	9,252	8,974	8,696
Interest rate swap	182	182	182	182	182
Total assets	\$ 12,902	\$ 13,157	\$ 13,469	\$ 13,839	\$ 14,284
Liabilities and Net Assets					
Current liabilities:					
Accounts payable and other accrued liabilities	\$ 34	\$ 35	\$ 37	\$ 38	\$ 39
Current portion of long-term debt	328	328	328	328	328
Total current liabilities	362	363	365	366	367
Long-term liabilities:					
Long-term debt, net of current portion	4,944	4,616	4,288	3,960	3,632
Due To Givens Estates	338	338	338	338	338
Total liabilities	5,644	5,317	4,991	4,664	4,337
Net assets					
Without donor restrictions	7,258	7,840	8,478	9,175	9,947
With donor restrictions	-	-	-	-	-
Total net assets	7,258	7,840	8,478	9,175	9,947
Total liabilities and net assets	\$ 12,902	\$ 13,157	\$ 13,469	\$ 13,839	\$ 14,284

Supplemental Disclosure

Givens Choice, LLC.

Projected Statements of Operations and Changes in Net Assets
For Each of the Five Years Ending December 31,
(in thousands of dollars)

	2025	2026	2027	2028	2029
Revenues, gains and other support:					
Amortization of entrance fees	\$ 300	\$ 570	\$ 587	\$ 604	\$ 622
Member Monthly Service Fees	688	793	1,000	1,243	1,504
Other revenue	6	6	7	7	7
Investment income	214	220	226	233	240
Total revenues, gains and other support	1,208	1,589	1,820	2,087	2,373
Expenses:					
Personal assistance	233	368	391	414	439
Marketing	69	109	116	123	130
Management fee	60	82	87	92	98
Administration	539	850	901	955	1,012
Total expenses	901	1,409	1,495	1,584	1,679
Excess of revenues over expenses	\$ 307	\$ 180	\$ 325	\$ 503	\$ 694
Change in net assets without donor restrictions	\$ 307	\$ 180	\$ 325	\$ 503	\$ 694
Net assets without donor restrictions					
Excess of revenues over expenses	\$ 307	\$ 180	\$ 325	\$ 503	\$ 694
Change in net assets without donor restrictions	307	180	325	503	694
Net assets with donor restrictions					
Net assets released from restrictions-operations	-	-	-	-	-
Change in net assets with donor restrictions	-	-	-	-	-
Change in net assets	\$ 307	\$ 180	\$ 325	\$ 503	\$ 694
Net assets, beginning of year	\$ 496	\$ 803	\$ 983	\$ 1,308	\$ 1,811
Net assets, end of year	\$ 803	\$ 983	\$ 1,308	\$ 1,811	\$ 2,505

Supplemental Disclosure

Givens Choice, LLC.

Projected Statements of Cash Flows For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Cash flows from operating activities:					
Change in net assets	\$ 307	\$ 180	\$ 325	\$ 503	\$ 694
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Amortization of entrance fees	(300)	(570)	(587)	(604)	(622)
Proceeds from entrance fees - non-refundable portion	3,000	1,620	1,800	1,800	1,800
Net change in working capital:					
Change in receivables and prepaid expenses	(15)	(15)	(4)	(5)	(4)
Change in accounts payable, other accrued liabilities, and payroll accruals	(50)	3	-	1	-
Net cash from operating activities	2,942	1,218	1,534	1,695	1,868
Cash flows from investing activities:					
Net cash from investing activities	-	-	-	-	-
Cash flows from financing activities:					
Net cash from by financing activities	-	-	-	-	-
Change in cash, cash equivalents and restricted cash	2,942	1,218	1,534	1,695	1,868
Cash, cash equivalents and restricted cash, beginning of year	5,572	8,514	9,732	11,266	12,961
Cash, cash equivalents and restricted cash, end of year	\$ 8,514	\$ 9,732	\$ 11,266	\$ 12,961	\$ 14,829
Cash, cash equivalents and restricted cash reconciliation:					
Cash, cash equivalents and restricted cash	\$ 8,514	\$ 9,732	\$ 11,266	\$ 12,961	\$ 14,829
Total cash, cash equivalents and restricted cash	\$ 8,514	\$ 9,732	\$ 11,266	\$ 12,961	\$ 14,829

Supplemental Disclosure

Givens Choice, LLC.

Projected Balance Sheets At December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Assets					
Current assets:					
Cash and cash equivalents	\$ 8,514	\$ 9,732	\$ 11,266	\$ 12,961	\$ 14,829
Accounts receivable, net	4	4	5	7	8
Prepaid expenses and inventory	27	42	45	48	51
Total current assets	8,545	9,778	11,316	13,016	14,888
Non-current assets					
Property and equipment	1	1	1	1	1
Less: accumulated depreciation	-	-	-	-	-
Property and equipment, net	1	1	1	1	1
Total assets	\$ 8,546	\$ 9,779	\$ 11,317	\$ 13,017	\$ 14,889
Liabilities and Net Assets					
Current liabilities:					
Accounts payable and other accrued liabilities	5	8	8	9	9
Total current liabilities	5	8	8	9	9
Long-term liabilities:					
Due To Givens Estates	212	212	212	212	212
Deferred revenue from entrance fees	7,517	8,567	9,780	10,976	12,154
Advance admission deposits	9	9	9	9	9
Total liabilities	7,743	8,796	10,009	11,206	12,384
Net assets					
Without donor restrictions	803	983	1,308	1,811	2,505
With donor restrictions	-	-	-	-	-
Total net assets	803	983	1,308	1,811	2,505
Total liabilities and net assets	\$ 8,546	\$ 9,779	\$ 11,317	\$ 13,017	\$ 14,889

Supplemental Disclosure

Life Ministries Outreach, LLC.

Projected Statements of Operations and Changes in Net Deficits For Each of the Five Years Ending December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Revenues, gains and other support:					
Amortization of entrance fees	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions and bequests	28	120	124	128	132
Total revenues, gains and other support	28	120	124	128	132
Expenses:					
Outreach	275	421	434	447	460
Total expenses	275	421	434	447	460
Excess of revenues over expenses	\$ (247)	\$ (301)	\$ (310)	\$ (319)	\$ (328)
Change in net deficit without donor restrictions	\$ (247)	\$ (301)	\$ (310)	\$ (319)	\$ (328)
Net assets without donor restrictions					
Excess of revenues over expenses	\$ (247)	\$ (301)	\$ (310)	\$ (319)	\$ (328)
Change in net assets without donor restrictions	(247)	(301)	(310)	(319)	(328)
Net assets with donor restrictions					
Contributions	-	-	-	-	-
Change in net assets with donor restrictions	-	-	-	-	-
Change in net deficit	\$ (247)	\$ (301)	\$ (310)	\$ (319)	\$ (328)
Net deficit, beginning of year	\$ (1,093)	\$ (1,340)	\$ (1,641)	\$ (1,951)	\$ (2,270)
Net deficit, end of year	\$ (1,340)	\$ (1,641)	\$ (1,951)	\$ (2,270)	\$ (2,598)

Supplemental Disclosure

Life Ministries Outreach, LLC.

Projected Statements of Cash Flows
For Each of the Five Years Ending December 31,
(in thousands of dollars)

	2025	2026	2027	2028	2029
Cash flows from operating activities:					
Change in net deficit	\$ (247)	\$ (301)	\$ (310)	\$ (319)	\$ (328)
Adjustments to reconcile change in net deficit					
net cash provided by operating activities:					
Net change in working capital:					
Change in accounts payable, other accrued liabilities, and payroll accruals	1	8	1	-	1
Net cash from operating activities	(246)	(293)	(309)	(319)	(327)
Cash flows from investing activities:					
Change in due to Givens Estates	247	301	310	319	328
Net cash from investing activities	247	301	310	319	328
Cash flows from financing activities:					
Net cash from financing activities	-	-	-	-	-
Change in cash, cash equivalents and restricted cash	1	8	1	-	1
Cash, cash equivalents and restricted cash, beginning of year	21	22	30	31	31
Cash, cash equivalents and restricted cash, end of year	\$ 22	\$ 30	\$ 31	\$ 31	\$ 32
Cash, cash equivalents and restricted cash reconciliation:					
Cash, cash equivalents and restricted cash	\$ 22	\$ 30	\$ 31	\$ 31	\$ 32
Total cash, cash equivalents and restricted cash	\$ 22	\$ 30	\$ 31	\$ 31	\$ 32

Supplemental Disclosure

Life Ministries Outreach, LLC.

Projected Balance Sheets At December 31, (in thousands of dollars)

	2025	2026	2027	2028	2029
Assets					
Current assets:					
Cash and cash equivalents	\$ 22	\$ 30	\$ 31	\$ 31	\$ 32
Other receivables	1	1	1	1	1
Total current assets	23	31	32	32	33
Non-current assets:					
Due from affiliate	701	701	701	701	701
Total assets	\$ 724	\$ 732	\$ 733	\$ 733	\$ 734

Liabilities and Net Deficit

Current liabilities:

Accounts payable and other accrued liabilities	14	22	23	23	24
Total current liabilities	14	22	23	23	24

Long-term liabilities:

Due To Givens Estates	2,050	2,351	2,661	2,980	3,308
Total liabilities	2,064	2,373	2,684	3,003	3,332

Net deficit

Without donor restrictions	(1,340)	(1,641)	(1,951)	(2,270)	(2,598)
With donor restrictions	-	-	-	-	-
Total net deficit	(1,340)	(1,641)	(1,951)	(2,270)	(2,598)
Total liabilities and net deficit	\$ 724	\$ 732	\$ 733	\$ 733	\$ 734

Supplemental Disclosure