

Disclosure Statement

May 31, 2025

2634 Oberlin Road Raleigh, North Carolina 27608 (919) 803-6734

Unless earlier revised, this Disclosure Statement will remain effective until May 31, 2026. Delivery of this Disclosure Statement to a contracting party prior to execution of a contract for the provision of continuing care is required by North Carolina law. This Disclosure Statement has not been reviewed or approved by any governmental agency or representative to ensure accuracy or completeness of the information set out.

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I. Introduction

Hayes Barton Place (the "CCRC" or the "Community") is to be a continuing care retirement community which offers its residents ("Residents") one-hundred sixty-nine (169) apartments, twenty-four (24) garden flats, and twenty-one (21) townhomes (each a "Residence") located in rental independent living facilities (collectively the "Independent Living Buildings"), a wide array of services, a clubhouse (the "Clubhouse"), and the security of priority access to an adjacent ninety-four (94) bed healthcare center (the "Healthcare Center"). The Community is situated on an approximately 8-acre site located in Raleigh, North Carolina (the "Site"). As of December 31, 2024, there were nine-hundred-thirty-six (936) \$1,000 depositors under Priority Partner Agreements. Additionally, one-hundred-forty-one (162) of the Priority Partners had submitted binding, non-refundable, agreements as of December 31, 2024. The independent living clubhouse opened in January 2025. As of May 31, 2025, two-hundred-thirteen (213) residents were under Continuing Care contracts in independent living.

II. Organization, Ownership and Management

Organization

In December 2022, the North Carolina Department of Insurance approved the transfer of the Preliminary Certificate to construct the community from Raleigh CCRC Management, LLC and Raleigh CCRC Properties, LLC to HBP Oberlin Senior Housing Opco KP6, L.P and HBP Oberlin Senior Housing Propco KP6, L.P.

HBP Oberlin Senior Housing Opco KP6, L.P ("The Operating Company") is a Delaware for-profit limited partnership formed for the purpose of leasing and operating the Community. The business address of HBP Oberlin Senior Housing Opco KP6, L.P is One Town Center Road, Suite 300, Boca Raton, FL 33486. In March 2020, the North Carolina Department of Insurance ("NCDOI") approved the company's Notification of Intent to obtain a Continuing Care Retirement Community License.

Facility Ownership

HBP Oberlin Senior Housing Propos KP6, L.P. ("The Property Company") is a Delaware for-profit limited partnership formed for the purpose of developing and owning real property and certain buildings of the Community, specifically the apartments, clubhouse, and the healthcare center. The business address of HBP Oberlin Senior Housing Propos KP6, L.P. is One Town Center Road, Suite 300, Boca Raton, FL 33486.

LW Budleigh, LLC ("The GF and Townhome Property Company") is a North Carolina for-profit limited liability company formed for the purpose of developing and owning real property and certain buildings of the Community, specifically the garden flats and townhomes. The business address of LW Budleigh, LLC is 2334 S. 41st Street, Wilmington, North Carolina 28403. Upon completion of the

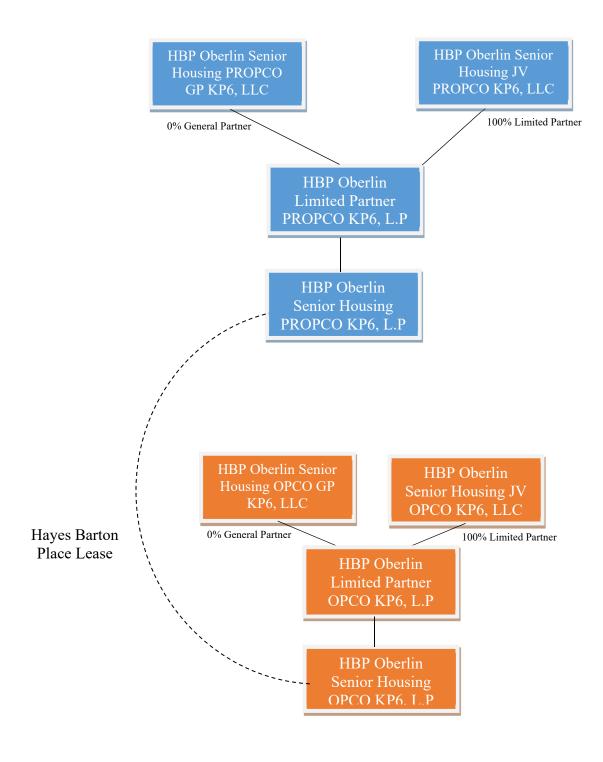
development of the garden flats and townhomes, The GF and Townhome Property Company will contribute the land to The Property Company as a capital contribution. The Closing of this is expected to take place on or before December 14, 2025

HBP Oberlin Senior Housing Propco, KP6, L.P. purchased the apartment, clubhouse, and healthcare land in December of 2022. HBP Oberlin Senior Housing Propco, KP6, L.P. plans to receive the contribution of the garden flat and townhome land in December of 2025. The Operating Company and the Property Company plan to execute a lease agreement (the "Hayes Barton Place Lease") for The Operating Company's use and operation of the Independent Living Buildings, the Clubhouse, the Healthcare Center, and the associated common areas. The Hayes Barton Place Lease is to have a term of eighteen (18) years and rent under the lease is in an amount sufficient to satisfy the debt service coverage ratio required by The Property Company lender. The Property Company is responsible for constructing, at The Property Company's sole cost and expense, all of the improvements leased pursuant to Hayes Barton Place Lease.

In February 2022, Raleigh Management and Raleigh Properties (individually and collectively the "Company"), as co-providers, received the start-up approval and certificate from NCDOI. This approval allows the Company to enter into binding reservation agreements or resident agreements, begin site preparation work and construct model units. In December of 2022, NCDOI approved the transfer of this certificate to HBP Oberlin Senior Housing Opco KP6, L.P. and HBP Oberlin Senior Housing Propco KP6, L.P.

See the organization/ownership chart below.

Organization/Ownership Chart



Healthcare

The CCRC is to provide the Resident temporary or permanent assisted living services and skilled nursing services in the beds located within the Healthcare Center. The Healthcare Center is licensed for sixty-three (63) assisted living and memory support beds and thirty-one (31) skilled nursing beds. All sixty-three (63) of the assisted living and memory support beds and nine (9) of the skilled nursing beds are reserved for the Residents of the CCRC (the "Closed Beds"). The remaining twenty-two (22) Healthcare Center beds are available to the public (the "Open Beds"). In the event that the Closed Beds are fully occupied, the Resident will be given priority access to the available Open Beds.

Management

The Company operates the CCRC. No other person or entity referred to herein has assumed any financial responsibility for the fulfillment of the Company's agreements or obligations, except as otherwise stated.

Liberty Living Management, LLC

Liberty Living Management, LLC ("<u>Liberty Living Management</u>") plans to execute a management agreement with the Company in which the Company pays Liberty Living Management a fee of five percent (5%) of total revenues derived from independent living units and six percent (6%) of total revenues derived from assisted living beds, memory support beds, and skilled nursing beds paid to the Company.

Liberty Living Management's headquarters are at 2334 S. 41st St., Wilmington, NC 28403. The following individuals are key managers or corporate executives:

1. John A. McNeill, Jr. and Ronald B. McNeill

John A. McNeill Jr. and Ronald B. McNeill are managers of Liberty Living Management.

John ("Sandy") A. McNeill, Jr. is a pharmacist by training and has had many years of business experience in the health care field. He has opened and operated four pharmacies and developed Medi-Care Supply Company from a relatively small operation with one location in 1975 to a multimillion-dollar corporation with 16 locations when it was sold in 1986 to a Fortune 500 company.

Ronald ("Ronnie") B. McNeill is a Registered Professional Engineer with a Master's Degree in Business Administration. He brings technical, financial and health care insurance reimbursement expertise to the project. He previously served as Chief Financial Officer and Billing Manager of Medi-Care Supply Company. He contributes his substantial expertise in

financial management and cost control to the efficient operation of the organization.

Together the McNeill's purchased their first nursing home in 1990, but the McNeill family's healthcare heritage dates all the way back to 1870 beginning with their great-grandfather. Over the last three decades the Liberty Healthcare Group has grown from a single nursing home to a fully integrated post-acute healthcare provider, which includes numerous nursing homes, assisted living facilities, independent living communities, continuing care retirement communities, and a home health and hospice company with several locations servicing various urban and rural counties in North Carolina, South Carolina, Florida, Louisiana and Virginia. The McNeill family also operates a durable medical equipment company under the Liberty family as well as a retail and a long-term care pharmacy and an institutional special need plan (ISNP), entitled Liberty Advantage. The McNeill family comes from a tradition of service, dating back generations, and Sandy and Ronnie continue that tradition today as principals of one of the largest and most comprehensive healthcare companies in the state.

2. William B. Purvis

William ("Will") Purvis is a Manager of Liberty Living Management and President of Liberty Senior Living in Wilmington, North Carolina. He manages business development as well as capital financing for the Liberty companies. Prior to moving to Wilmington, Will worked with Grandbridge Real Estate Capital, a subsidiary of BB&T. Will was responsible for commercial mortgage production for the Eastern, Northeast and Triangle regions of the bank's network.

Will received a B.S. in Business Management from North Carolina State University and a Masters of Business Administration from Wake Forest University. He serves on the Senior Housing Product Council of Urban Land Institute, the Board of Directors for Cape Fear Council Boy Scouts of America, New Hanover Regional Medical Center Foundation, Wilmington Chamber of Commerce, and North Carolina Coastal Land Trust.

3. Bob Goyette

Bob Goyette is the Chief Operations Officer for Liberty Living Management. He has over 32 years' experience in Senior Living operations. He has had multiple and progressive past positions to include Sales Director, Executive Director, Regional Vice-President, Divisional Vice-President and Chief Operations Officer. Bob served in the USAF Reserves as both a C-141 Crew Member and a Medical Services Corp Officer at Wright-Patterson Air Force Base, Dayton, Ohio. Hi is also a

previous Adjunct Faculty professor at Western Kentucky University's Bachelor's program in Health Care Administration. Bob also served as a past Board Member of the Ohio, Kentucky and Virginia Assisted Living Associations. He received his MBA from Lipscomb University, Nashville, TN with a concentration in Heath Care Administration. He has been involved in opening more than 50 Senior Living communities nationwide. Bob has a passion for leading and developing others to

4. Cindy Stancil

Cindy Stancil, LNHA is the Vice President of Operations Support of Liberty Living Management. Cindy started her career in assisted living as the Administrator of Northridge Retirement Village in Raleigh, North Carolina in 1985. After four years of service, she moved to Wilmington, North Carolina, to open a new assisted living community, Liberty Commons Assisted Living. For over forty years, Mrs. Stancil's responsibilities have grown from being the Administrator of an assisted living community to budgeting and training, policy and procedures development and implementation, research, design and development of nursing home, independent, and assisted living projects.

Cindy has served as a Board Member of the North Carolina Assisted Living Association as past Secretary and past President. She has worked in Task Force groups such as "The Star Rating program", the MUST pre-screening form, etc. with the Medical Care Commission, Division of Medical Assistance and Division of Health Services Regulation. Mrs. Stancil is a Licensed Assisted Living Administrator as well as a Licensed Nursing Home Administrator.

5. Nicole Cook

Nicole Cook, RN LNHA provides operational support to Liberty Living Management team in the role of VP of Operations. Nicole is a native of Nashville, Tennessee, educated in North Carolina and has enjoyed a career in Healthcare for over 25 years. Nicole is an RN and is also licensed as a Nursing Home Administrator. Spending her career in both clinical and operational management, Nicole brings years of patient care and operational leadership to the team. With a passion for customer service and a dedication to quality patient care, she is active in ensuring that our Liberty Living communities provide the best possible experience for those we serve. Nicole resides in Wilmington, NC with her husband and daughter.

Facility Management

Sam Murray. Sam Murray oversees day-to-day operations for Hayes Barton Place in the role of Independent Living Executive Director. Sam is a native of Durham, North Carolina and a graduate of the University of North Carolina Wilmington. Sam began his career in the senior living industry while finishing college as a dining room server. Following graduation, he spent time as a Food & Beverage Manager and Marketing Director before moving to Apex, North Carolina in 2018 to become an Independent Living Executive Director. Sam's commitment to exceeding the expectations for customer service, resident care, and employee satisfaction at Hayes Barton Place is aligned with Liberty Senior Living's mission.

Related Parties

The CCRC is to be managed and operated by various related parties pursuant to agreements entered into between those parties and the CCRC. These transactions are considered related party transactions and are settled through related party cash accounts and payments to the other entities.

Legal Disclaimer

Neither the managers nor any principals of the Company (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 for a felony or civil action involving 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 any governmental agency or department, arising 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 the aged, or facility subject to N.C.G.S. Section 58-64 or similar law in another state.

No professional service firm, association, trust, partnership, or corporation other than those stated above, in which this person has, or which has in this person, a ten percent (10%) or greater interest and which it is presently intended shall currently or in the future provide goods, leases, or services to the facility, or to residents of the facility, of an aggregate value of five hundred dollars (\$500.00) or more within any year.

Affiliations

The Company is a private independent, for-profit limited liability company, which is not affiliated with any religious, charitable or other affinity group.

III. Facility Description and Amenities

Location

The Community is located on an approximately 8-acre site, having an address of 2634 Oberlin Road, Raleigh, North Carolina.

Layout and Types of Accommodations

Accommodations of the CCRC are to include two-hundred fourteen (214) Residences within the Independent Living Buildings with one, two, and three bedroom floor plans that range from approximately 800 to 3,000 square feet. The CCRC will be able to accommodate up to four-hundred six (406) Residents, all of whom will be provided services pursuant to their respective Residency and Services Agreements. Subject to the terms and conditions of the Residency and Services Agreement and the limits of the Company's license, a full continuum of healthcare services is to be provided in the Healthcare Center. In addition, in the event the Closed Beds are fully occupied, Residents will be given priority access to the available Open Beds.

Amenities

- 1. <u>Clubhouse</u>. The Clubhouse is to be a social center for Residents to gather. The Clubhouse is to feature opportunities for formal and informal dining, a corner market with all day service, wireless internet, a business center, billiards and card rooms, and a multi-purpose room.
- 2. <u>Wellness Center</u>. The on-site wellness center (the "<u>Wellness Center</u>") is to provide an array of wellness programs for the Residents. Facilities and services are to include state-of-the-art fitness equipment, exercise classes, indoor heated pool and certain wellness education programs.

IV. Services

Basic Services. Subject to the terms and conditions of the Residency and Services Agreement, the following basic services (collectively "Basic Services") are to be included in the Monthly Service Fee (defined below):

1. <u>Appliances and Furnishings</u>. The Residences shall include the following appliances and furnishings: window coverings; standard flooring; appliances, including an electric range/self-cleaning oven, refrigerator/freezer with icemaker, garbage disposal, microwave, dishwasher, washer and dryer; smoke and fire detectors; an individual climate control system; an individual water heater; a 24-hour emergency call system and other permanent fixtures. All other appliances and furnishings for the Residences not listed above are to be provided by the Resident.

- 2. <u>Utilities</u>. Included with residency in an Residence are heating, air conditioning, water, sewer, gas, electricity, basic cable television, internet, trash removal and pest control.
- 3. Meals. As part of the Monthly Service Fee, the Resident shall be given a monthly declining balance meal plan credit (the "Declining Balance Meal Credit"). The Resident shall be entitled to dine in any of the CCRC's dining options and charges for the food and beverages of the Resident or of any guest of the Resident shall be deducted from such Declining Balance Meal Credit. Upon termination of the Residency and Services Agreement, any unused portion of the Declining Balance Meal Credit shall be forfeited. If the monthly charges of the Resident exceed the amount of the monthly Declining Balance Meal Credits, such additional charges shall be billed to the Resident on a monthly basis.
- 4. <u>Housekeeping Services</u>. The Resident agrees to keep the Residence in a clean and orderly condition. On a weekly basis, the Company will provide basic housekeeping services in the Residence.
- 5. <u>Maintenance Services</u>. The Company will be responsible for normal wear and tear, maintenance and replacement of the property, furnishings and equipment owned or leased by the Company for use in the CCRC. The Resident will be responsible for any damage to such property, furnishings and equipment, including the cost of repair or replacement or the diminution in value thereof, caused by the Resident, the Resident's guests or the Resident's pets. The Resident will be responsible for the maintenance and repair of their personal property.
- 6. <u>Grounds Keeping</u>. The Company will maintain and repair the CCRC's grounds, including lawns, trees and shrubbery. Personal plantings and customization of landscaped areas are subject to the Company's approval.
- 7. <u>Use of Community Common Areas</u>. The Resident has the non-exclusive right, along with other residents, to use the CCRC's common areas, including, but not limited to, the dining rooms, lounges, lobbies, library, social and recreational rooms and designated outdoor activity areas.
- 8. <u>Use of the Wellness Center</u>. The Company will provide health and wellness programs and services at the on-site Wellness Center, including use of fitness equipment, exercise classes, use of an indoor heated pool and certain wellness education programs. The Resident will be advised of any required fee for a wellness program before enrolling in such program.
- 9. <u>Programs</u>. Recreational, social, educational and cultural activities will be coordinated by the CCRC's staff. Some activities are subject to an additional charge.

- 10. <u>Parking</u>. The Company will provide parking areas for one personal vehicle per Resident and limited parking for the Residents' guests.
- 11. <u>Transportation</u>. The Company will provide scheduled transportation to locations routinely visited by Residents of the CCRC, such as shopping centers, medical offices and social events. Some transportation is subject to an additional charge.
- 12. <u>Emergency Response System</u>. The Company will provide, on a twenty-four (24) hour basis, an emergency call system. Response to a call shall be limited to an evaluation of the Resident's needs. If other medical response is determined necessary, the Resident is responsible for any costs associated with such other medical response, including emergency medical transportation.
- 13. <u>Insurance</u>. The Company will maintain general liability and hazard insurance on the property within the CCRC owned or leased by the Company, but will not be responsible for the Resident's personal property.
 - Optional Services. A schedule of fees for services to be provided at extra cost including, but not limited to, those optional services described below (collectively "Optional Services"), shall be established by the Company and shall be made available to the Resident. The Optional Services currently expected to be offered by the Company include the following:
- 14. <u>Transportation Services</u>. If a Resident requests transportation in addition to that provided as a Basic Service, the Company may provide such transportation provided that the Company has adequate transportation staff available at such date and time and to destinations that the Company identifies as being within the geographic area of transportation services.
- 15. <u>Food Services</u>. If a Resident requests food services or catered services in addition to those provided as a Basic Service, the Company may provide such additional food services or catered services for an additional cost.
- 16. <u>Tray Service</u>. Residents may request that meals be delivered to the Residence ("<u>Tray Service</u>") for a delivery charge; provided, however, that the Tray Service may not be requested for more than three (3) consecutive days except at a physician's or nurse's direction.
- 17. <u>Activities</u>. Due to their special nature, a special fee may be required for some wellness and life enrichment programs.
- 18. <u>Additional Housekeeping Services</u>. If a Resident requests or requires housekeeping services in addition to those provided as a Basic Service, the Company may provide such services if staff is available to provide such services.

- 19. <u>Spa Services</u>. Spa and personal care services in the Wellness Center will be available in accordance with a published fee schedule.
- 20. <u>Upgraded Television Channels</u>. Upgraded television channels will be available to the Resident in accordance with a published fee schedule.
- 21. <u>Additional Parking</u>. Additional parking, including garage parking if available, may be made available to the Residents in accordance with a published fee schedule.
- 22. <u>Personal Emergency Transmitter</u>. The provision of a Personal Emergency Transmitter ("<u>PET</u>") which shall transmit to the CCRC's Concierge Desk.

Healthcare.

The CCRC will provide healthcare services to the Resident in the Healthcare Center. Care in the Healthcare Center will only be provided within the limits of the Company's license. Hospital-level services are not provided within the Healthcare Center. Such level of care must be obtained from a hospital. The costs related to any hospitalization are the responsibility of the Resident.

The Healthcare Center's Medical Director will determine the appropriate level of nursing care required by the Resident upon admission to the Healthcare Center. Residents who are unable to return to their Residence will have the benefit of permanent care in the Healthcare Center. If the appropriate level of healthcare based upon the needs of the Resident may not be obtained or are not provided within the Healthcare Center, such level of care must be provided by another provider of healthcare services, including, but not necessarily limited to, a hospital, and the costs of those services are the responsibility of the Resident. The Resident (i) acknowledges and agrees that the Company will not be responsible for any claims, damages or expenses resulting from injury or death suffered by the Resident which is caused by, attributable to or in any way connected with the negligence or intentional acts or omissions of the physicians, employees or agents of such any such other provider of healthcare services and (ii) releases the Company from liability for any such claims, damages or expenses.

In the event the Healthcare Center is not completed and licensed to operate upon execution of a Residency and Services Agreement and the Resident's health or mental condition is such that, in the sole discretion of the Company, such Resident is precluded from living independently in the CCRC, the Company will assist the Resident in locating alternate facilities until such time as the Healthcare Center is available; provided however, the cost of the care at such alternate facilities will be the responsibility of the Resident.

V. Expansion/Development

Construction of the independent living apartments, townhomes and the Healthcare Center commenced in September 2022. The construction of the independent living apartments

and Healthcare Center was complete in January 2025. The townhomes are scheduled to be complete in late 2025.

VI. The Continuing Care Concept

The Company's continuing care concept is to ensure a Resident, so long as the Resident is in compliance with the Residency and Services Agreement and resides in a Residence, a wide array of personal services and long-term nursing care in the Healthcare Center if the Resident can no longer live independently.

VII. The Residency and Services Agreement

To reside in a Residence the prospective Resident and the Company will enter into a Residency and Services Agreement (the "Residency and Services Agreement"). A copy of the Residency and Services Agreement applicable to the Residences is attached hereto as Exhibit E. As outlined in the Residency and Services Agreement, residency in the CCRC provides the Resident with use of the CCRC's common facilities, the Basic Services described above and healthcare in the Healthcare Center when the Resident is no longer capable of independent living. To the extent the terms of the Residency and Services Agreement differ from the summary contained in this Disclosure Statement, the terms of the Residency and Services Agreement shall control. The basic terms and conditions contained in the Residency and Services Agreement are summarized as follows:

Term. The initial term of the Residency and Services Agreement shall be for thirteen (13) months beginning on the Occupancy Date. After the initial term, the Residency and Services Agreement will automatically renew for additional thirteen (13) months periods, unless terminated as set forth in the Residency and Services Agreement.

Eligibility Requirements. Eligibility for residency in the Community is conditioned upon, among other things more particularly described in the Residency and Services Agreement, the following:

- 1. <u>Age Criteria</u>. The requirements for admission into the CCRC are nondiscriminatory except as to age. Admission is restricted to persons sixty-two (62) years of age or older with the exception of a younger second occupant. An underage second occupant may be approved for residency in the Residence in the Company's sole discretion but must, at a minimum, be fifty (50) years of age and meet the other requirements for residency in the CCRC. The Company reserves the right to limit the number of Residents under the age of sixty-two (62) that will live in the CCRC.
- 2. <u>Preliminary Health Screen</u>. The Resident must be capable of living independently and must satisfy the then current independent living criteria as published by the Company, which criteria may be amended from time to time in the Company's sole discretion. The Resident shall provide to the Company an internal preliminary health screen substantially in the

form attached to the Residency and Care Agreement executed by the Resident and the Company, completed by the Resident's primary physician and certifying that the Resident meets the independent living criteria within the period outlined in the Residency and Services Agreement.

3. <u>Financial Condition</u>. The Company must be satisfied that the Resident has the financial income and assets to pay the Monthly Service Fee (as defined in the Residency and Services Agreement), extra meal charges, charges for additional services, personal living expenses, and the future adjustments of these charges during the term of the Residency and Services Agreement. The Resident shall provide to the Company a Financial Statement substantially in the form attached to and within the period outlined in the Residency and Services Agreement. After the Occupancy Date, the Company may require an updated Financial Statement.

Priority Partner Agreement. A prospective resident may execute a non-binding Priority Partner Agreement (the "Priority Partner Agreement") with the Company to be placed on the waiting list for a Residence.

Residency and Services Agreement. If approved for residency, the Resident shall execute a binding Residency and Services Agreement and submit it to the Company, along with a Community Fee, as defined in the Residency and Services Agreement.

Changes to Residence. Any structural or physical change or redecoration and remodeling of any kind within or outside the Residence may only be made by the Resident only with the prior written consent of the Company, which shall be granted at the Company's sole discretion, and at the sole expense of the Resident. All such improvements or changes shall be the property of the Company. Upon vacating the Residence, the Resident, or the Resident's estate, shall be responsible for the costs of returning the Residence to the condition that existed prior to the Resident taking possession of the Residence.

Changes in Condition Prior to Occupancy. If after the execution of the Residency and Services Agreement and prior to the Occupancy Date the Resident's health or mental condition is such that, in the sole discretion of the Company, the Resident no longer meets the qualifications to live independently in the CCRC, and the Residency and Services Agreement is not otherwise terminated, the Resident may be transferred directly to the Healthcare Center. All fees and other charges due must be paid prior to any direct transfer. In the event there is more than one Resident occupying the Residence, and one Resident is transferred directly to the Healthcare Center, the other Resident shall continue to be obligated under the Residency and Services Agreement and pay the required Monthly Service Fee applicable to a single Resident.

Fees and Billing. The Resident shall be required to pay the Monthly Service Fee and other fees as set forth in the Residency and Services Agreement. Fees payable by the Resident are described in more detail below.

Permitted Occupants. The Resident(s) named in the Residency and Services Agreement and no other person shall reside in or occupy the Residence during the term of the Residency and Services Agreement, except with the express prior written approval of the Company. If a second occupant who is not a party to the Residency and Services Agreement is accepted for residency in the CCRC after the date of the Residency and Services Agreement, such acceptance shall be subject to the approval of the Company and adherence to policies then governing all other admissions and such second resident shall enter into a Residency and Services Agreement. If the second occupant does not meet the requirements for residency, or does not execute a Residency and Services Agreement, he or she shall not be permitted to occupy the Residence.

A second occupant includes, but is not limited to, a spouse as defined by State statute.

B. Transfers. Should the Resident desire to transfer to another Residence, the Resident must notify the Company in writing. Following receipt of this request, and subject to availability, the Company may grant the Resident an option to move to the next available Residence of the type requested. Upon transfer to a new residence, the Monthly Service Fee for the month in which the move takes place shall be prorated to reflect the percentage of the month that the Resident spends in each type of residence. With all transfers, there will be an up-fitting charge for the vacated residence based on the current rate established by the CCRC at the time of the transfer. The Resident will move all furnishings and belongings to the new residence within ten (10) days of the established occupancy date for the new residence. Any moving expense will be the responsibility of the Resident.

Death or Transfer of One Resident. If one of the Residents named in the Residency and Services Agreement dies, moves out or is permanently transferred to the Healthcare Center or any other nursing center, the remaining Resident will continue to be bound by the terms of the Residency and Services Agreement except that the Monthly Service Fee will be reduced to the single occupancy rate then in effect.

Smoking Policy. The CCRC is smoke-free. No smoking is permitted in the Residence (to include balconies) or in any other building or location in or on the CCRC's premises. The Resident agrees to abide by the CCRC's Rules and Regulations concerning smoking.

Pets. Subject to the prior written consent of the Company, which such consent shall be at the sole and absolute discretion of the Company, pets may be permitted in the Residences. All pets must be on a leash at all times while not in a Resident's Residence. Pets must be healthy, have current shots and rabies immunization, and be free of fleas and other parasites. The Resident must provide the Company with documentation that their pets have received all required shots and immunizations. The Resident is responsible for any costs expended by the Company for the failure of such Resident to adhere to the CCRC's pet policy, including, but not limited to, the cost of disinfection, cleaning and fumigation. Pets are prohibited in the dining spaces, the Wellness Center, the multipurpose room, the chapel, and the art space and activity rooms. The Resident understands and agrees that the pet must be removed from the Residence, upon fourteen (14) days' prior written notice from the Company, if the pet becomes a nuisance to other Residents of the CCRC, as determined by

the Company in its sole and absolute discretion. The Resident agrees that if the Resident has been approved to have a pet living in the Residence, and elects to do so, the Resident shall pay a non-refundable pet fee in the amount posted at the time the pet is registered.

Health Insurance. Prior to the Occupancy Date, the Resident shall provide evidence of health insurance coverage to the Company at a level reasonably satisfactory to the Company.

Termination.

- 1. <u>Termination by Resident</u>. Upon the termination of the Residency and Services Agreement, the Resident shall have no further right to reside in the CCRC. The Residency and Services Agreement may be terminated or cancelled by the Resident under the following terms and conditions:
 - (a) Rescission During First Thirty (30) Days. The Resident may terminate the Residency and Services Agreement for any reason within thirty (30) days following the later of the execution of the Residency and Services Agreement or receipt by the Resident of the Disclosure Statement (the "Rescission Period"), and the Resident is not required to move into the facility before expiration of the Rescission Period. The Resident's termination of the Residency and Services Agreement during the Rescission Period is without penalty, and all payments made by the Resident before such termination, less a service charge of One-Thousand Dollars (\$1,000.00) and less any charges specifically incurred by the Company at the Resident's request and set forth in Exhibit A of the Residency and Services Agreement or in writing in a separate addendum to the Residency and Services Agreement, signed by the Resident and the Company. Any refund shall be paid within thirty (30) days after the Company receives written notice of the Resident's election to terminate the Residency and Services Agreement.
 - (b) Termination After Rescission Period but Prior to the Occupancy Date. For Residents electing to reside in a Residence, the Resident may terminate the Residency and Services Agreement for any reason after the Rescission Period but prior to the Occupancy Date upon written notice to the Company. In the event of such termination, the Resident shall be entitled to a refund of all monies paid to the Company, except, as the case may be, the Community Fee, and any costs or other charges that the Resident and the Company agree in advance are non-refundable.
 - (c) <u>General Termination Right</u>. The Resident may terminate the Residency and Services Agreement at any time for any reason by giving the Company thirty (30) days' written notice signed by the Resident (or both of them if there are two Residents). In the event of

such termination by a Resident for reasons other than those permitted in the Residency and Services Agreement, the Resident shall pay the Company for all Optional Services rendered by the Company to the Resident through the date of termination and shall continue to be liable for the Monthly Service Fee until the date that all of the Resident's personal belongings are removed from the Residence. In addition, the Resident shall be responsible for payment of liquidated damage of one month's rental charge, calculated at the then current market rate.

2. Termination by Death or Serious Illness.

- (a) Termination by Death or Serious Illness Prior to the Occupancy Date. If prior to the Occupancy Date the Resident dies or is precluded from living in the CCRC under the terms of the Residency and Services Agreement as a result of serious illness, injury, nonqualification or incapacity, the Residency and Services Agreement will automatically terminate. In the event the Residency and Services Agreement is terminated as provided for in the Residency and Services Agreement, the Resident or the Resident's estate shall be entitled to a refund of any amounts paid to the Company, except, as the case may be, a service charge of One-Thousand Dollars (\$1,000.00) and for costs or other charges that the Resident and the Company agree in advance are non-refundable. Such refund shall be paid by the Company within thirty (30) days after the Residency and Services Agreement is terminated pursuant to the applicable subsection of the Residency and Services Agreement. The foregoing notwithstanding, if there is more than one Resident, the Residency and Services Agreement will continue to be binding on the surviving or eligible Resident until the Residency and Services Agreement is terminated as to or by the surviving Resident as provided for in the Residency and Services Agreement.
- (b) Termination by Death or Serious Illness After the Occupancy Date. If the Resident dies after the Occupancy Date or the Resident is precluded from living in the CCRC under the terms of the Residency and Services Agreement as a result of serious illness, injury, or incapacity and the serious illness, injury or incapacity is not otherwise addressed by the provision of the Residency and Services Agreement, then the Residency and Services Agreement shall terminate. In such event, the Resident or the estate of the Resident shall pay for any Optional Services rendered to the Resident through the date of termination and shall continue to be liable for the Monthly Service Fee until the later of the date that all of the Residence can be made ready for re-occupancy. The foregoing notwithstanding, if there is more than one Resident, the Residence

and Services Agreement will continue to be binding on the surviving or eligible Resident until the Residency and Services Agreement is terminated as to or by the surviving Resident as provided for in the Residency and Services Agreement.

3. Termination by the Company.

- (a) Termination by the Company Prior to the Occupancy Date. If, in the Company's sole discretion, the Resident does not satisfy the criteria for occupancy in the CCRC, the Residency and Services Agreement shall terminate upon the Company's notification to the Resident of non-approval. In such event, all amounts paid to the Company shall be refunded to the Resident within thirty (30) days after the Company provides the Resident notice of non-approval.
- (b) <u>Termination by the Company after the Occupancy Date</u>. The Company may terminate the Residency and Services Agreement upon thirty (30) days written notice to the Resident in the event of the following:
 - (1) The Resident fails to make payments to the Company of any amounts when due and such failure is not cured within fifteen (15) days after notice is given to the Resident;
 - (2) The Resident fails to comply with any term of the Residency and Services Agreement not involving the payment of money or any provisions of the Rules and Regulations and the Resident fails to cure such non-compliance within seven (7) days after written notice from the Company; or
 - (3) The Resident or the Resident's authorized representative makes a material misrepresentation or omission in the information provided to the Company for its consideration of the Resident for residency in the CCRC.
- (c) <u>Immediate Termination</u>. If the Company determines in its sole and absolute discretion that a Resident's behavior interferes with or threatens to interfere with the safety of the Resident or the quiet enjoyment or safety of other Residents, visitors and/or staff of the CCRC, or if the Resident's behavior is a detriment to other residents, visitors, and/or staff of the CCRC, the Company may immediately terminate the Residency and Services Agreement and the Resident shall promptly vacate the Residence. In such event, the Resident shall pay the Company for all Optional Services rendered by the Company through the date of termination and shall continue to be liable for the Monthly Service Fee until all of the Resident's personal belongings are removed from the Residence.

(d) Effect of Termination by the Company after the Occupancy Date. In the event the Company terminates the Residency and Services Agreement after the Occupancy Date pursuant to the applicable subsections of the Residency and Services Agreement, the Resident shall promptly vacate the Residence, but shall pay the Company for all Optional Services rendered by the Company through the date of termination and shall continue to be liable for the Monthly Service Fee until the date that all of the Resident's personal belongings are removed from the Residence.

VIII. Fees

The following is a list of the fees and charges expected to be charged to the Residents of the CCRC: Priority Deposit. Upon the execution of the Priority Partner Agreement, the prospective resident shall submit to the Company a payment of One-Thousand Dollars (\$1,000.00) (the "Priority Deposit"). The Priority Deposit is fully refundable should the prospective resident choose not to proceed and not enter into a Residency and Services Agreement for any reason. Upon execution of a Residency and Services Agreement, the Priority Deposit shall be applied to the first month's Monthly Service Fee as required by the Residency and Services Agreement.

Community Fee. Upon the execution of the Residency and Care Agreement, the Resident shall submit to the Company a one-time non-refundable (except as defined in the Residency and Services Agreement) Community Fee equal to two (2) times the current Monthly Service Fee as defined in the Residency and Services Agreement (the "Community Fee"). The Community Fee entitles Residents priority access to all services and amenities of the Community once Residence is occupied. A Community Fee will not be charged to Residents upon any renewal of the Residency and Services Agreement.

Monthly Service Fee. Throughout the Term, the Resident shall pay to the Company a Monthly Service Fee (the "Monthly Service Fee") as described in Exhibit C attached to the Residency and Services Agreement. The Monthly Service Fee shall be paid by the Resident on or before the fifth (5th) day of each month for Basic Services to be rendered that month with the first payment due on or before the Occupancy Date. The Monthly Service Fee shall be due regardless of whether or not the Residence is actually occupied by the Resident on the scheduled Occupancy Date and such Monthly Service Fee will not be adjusted if the Resident is voluntarily absent from the CCRC at any time after such date. If the Resident obtains possession of the Residence prior to the first of a month, the Resident shall pay the Company the first Monthly Service Fee on a pro-rata basis based on the actual number of days contained in the month. If the Residency and Services Agreement does not terminate at the expiration of the initial Term or a renewal Term, the Monthly Service Fee may continue to be payable beyond the date of termination as set forth in the Residency and Services Agreement.

Adjustments to Monthly Service Fees. The Company reserves the right to change the amount of the Monthly Service Fee upon thirty (30) days' written notice prior to any renewal of the Residency and Services Agreement. Adjustments to the Monthly Service

Fee will be made as may be reasonably necessary according to the economic requirements and conditions of the CCRC and the level and quality of services provided to the residents of the CCRC and consistent with operating on a sound financial basis. See Exhibit F for five years of the historical average dollar amount of increases in fees. The Company may adjust the Monthly Service Fee prior to occupancy of the Residence by the Resident if changes in the projected costs of providing the services at Community so require.

Fees for Optional Services. The Resident shall receive a monthly statement from the Company showing the total amount of fees and other charges owed by the Resident, which shall be paid by the fifth (5th) day of each month. A list of fees for recurring Optional Services the Resident has elected to purchase as of the date of the Residency and Services Agreement shall be attached to the Residency and Services Agreement as Exhibit C.

Healthcare Center Fees and Charges. The Healthcare Center will consist of accommodations, equipment and staffing necessary for assisted living, assisted housing with services, skilled nursing care and memory support services on a temporary or permanent basis. The Company shall establish and publish per diem rates for accommodations and services at the Healthcare Center. Each calendar year, the Resident shall receive a ten percent (10%) discount on fees the Resident accrues during its first thirty (30) days of residency in the Healthcare Center (each day being a "Discounted Fee Day"). The Resident may not carry any unused Discounted Fee Days over to the following calendar year. Fees for residency in the Healthcare Center shall otherwise be payable in accordance with the Residency and Services Agreement and in accordance with the then published Healthcare Center per diem charge.

Refund of Fees. If the Resident cancels during the Rescission Period as defined in the Residency and Services Agreement, the Priority Deposit and Community Fee (and any other fees paid by Resident) in accordance with the Residency and Services Agreement will be refunded to the Resident, without interest, less a service charge of One Thousand Dollars (\$1,000.00) and less any charges specifically incurred by the Company at the Resident's request and set forth in Exhibit C of the Residency and Services Agreement or in writing in a separate addendum to the Residency and Services Agreement, signed by the Resident and the Company. Any refund shall be paid within thirty (30) days after the Company's receipt of the Resident's written notice of rescission. The Community Fee becomes non-refundable after the Rescission Period.

Failure of the Community to be Developed. Should the Company determine that there is not sufficient interest to support the proposed Community, the Company shall refund the Priority Deposit and Community Fee (and any other fees paid by Resident) in accordance with the Residency and Services Agreement will be refunded to the Resident.

Late Charges. The Company will charge a one percent (1%) late payment charge per month on any Monthly Service Fees and extra charges that have not been paid within five (5) days after their due date.

IX. Financial Information

Audited Financial Statements. Audited financial statements of the Company as of and for the year ended December 31, 2024 are included as Exhibit A.

Actual versus Forecasted Results. A narrative of material differences between the previously forecasted financial statements and actual results of operations for the year ended December 31, 2024 for the Company are included in Exhibit B.

Interim Financial Statements. Interim financial statements for the three-month period ended May 31, 2025 for the Company are included as Exhibit C.

Five-Year Prospective Financial Statements. Financial projections for each of the five years ending December 2029 for the Company as compiled by an independent public accountant are included as Exhibit D.

Reserves, Escrow and Trusts. North Carolina law requires continuing care retirement communities such as the Community to maintain operating reserves equal to fifty percent (50%) of the total operating costs in a given year, or twenty-five percent (25%) of such total operating costs if occupancy as of a certain date exceeds ninety percent (90%) of the Community's capacity (such reserve amount is referred to herein as the "Statutory Reserve"). This law provides security to the Residents that the Company will be able to meet its contractual obligations to provide continuing care. The Company's Statutory Reserve will be maintained through an irrevocable standby letter of credit issued by a financial institution approved by the North Carolina Department of Insurance (the "Letter of Credit"). The Letter of Credit will name the Company as the beneficiary and be in an amount sufficient to satisfy the Statutory Reserve requirement. Any draws by the Company must be approved by NCDOI before funds can be released by the bank.

During the Fill-up Period, all Priority Deposits received from prospective Residents will be held in escrow with a state-chartered or federally-chartered bank. The escrowed funds may not be released to the Company until statutorily mandated levels of reserves are received and long-term financing is secured. If the Company fails to meet these pre-opening financing obligations, the bank shall return the escrowed monies to the prospective Residents. These statutorily mandated financing levels are detailed in the North Carolina General Statutes at §58-64-35.

X. Proposed or Development Stage Facilities

Financial Projection Assumptions. The following narrative details all significant assumptions used in the preparation of the projected financial statements:

1. <u>Life Expectancy Fees</u>. The Company plans to operate the CCRC as a rental community; therefore, no life expectancy (i.e., entrance fees) will be collected. The Company plans to collect a Priority Deposit and Community Fee prior to opening, which are described in sections XIII.A.&B. above. The Priority Fee is refundable and the Community Fee is non-refundable, except under circumstances outlined in this agreement.

- 2. Equity Capital. See X.B.2. above for an explanation of equity funding.
- 3. Occupancy Assumptions. The Company projects a fill-up period of 12 months to reach stabilized occupancy of 95% for independent living and a fill-up period of 18 months to reach stabilized occupancy of 95% for assisted living and skilled nursing. The Company projects 68%, 84%, and 81% occupancy in independent living, assisted living, and skilled nursing, respectively, in the first 12 months based on a large Priority Deposit list. The Company intends to obtain Medicare certification, which is projected to have insignificant but positive impacts on revenue.

XI. Other Material Information

EXHIBIT A AUDITED FINANCIAL STATEMENTS [ATTACHED]

COMBINED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

As of and for the Year Ended December 31, 2024

And Report of Independent Auditor



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Report of Independent Auditor

To the Members Hayes Barton Place Wilmington, North Carolina

Opinion

We have audited the accompanying combined financial statements of Hayes Barton Place (the "Company"), a group of entities under common control, which comprise the combined balance sheet as of December 31, 2024, and the related combined statements of operations and comprehensive loss, changes in equity, and cash flows for the year then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations 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. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Combined Financial Statements* section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our 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 Combined Financial Statements

Management is responsible for the preparation and fair presentation of the combined 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 combined financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards 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 judgement made by a reasonable user based on the combined financial statements.

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In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The supplemental schedules are presented for the purpose of additional analysis and are not a required part of the combined 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 combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the combined financial statements taken as a whole.

Charlotte, North Carolina

Cherry Bekaert LLP

May 13, 2025

COMBINED BALANCE SHEET

DECEMBER 31, 2024

ASSETS Current Assets:	
Cash	\$ 2,450,701
Restricted cash	941,000 1,237,801
Accounts receivables - related parties Prepaid expenses	737,733
Total Current Assets	
Total Current Assets	5,367,235
Property and equipment, net	200,493,105
Noncurrent Assets:	
Intangible asset	80,128
Other assets, net	507,571
Total Noncurrent Assets	587,699
Total Assets	\$ 206,448,039
LIABILITIES AND EQUITY	
Current Liabilities:	
Line of credit	\$ 165,221
Unearned revenue	3,740,821
Accrued expenses and other payables	18,315,021
Total Current Liabilities	22,221,063
Noncurrent Liabilities:	
Note payable, net	124,338,068
Accounts payable - related parties	1,924,550
Total Noncurrent Liabilities	126,262,618
Total Liabilities	148,483,681
Equity:	
Members' equity	58,655,649
Accumulated other comprehensive loss	(691,291)
Total Equity	57,964,358
Total Liabilities and Equity	\$ 206,448,039

COMBINED STATEMENT OF OPERATIONS AND COMPREHENSIVE LOSS

YEAR ENDED DECEMBER 31, 2024

Revenue:	
Interest income	\$ 4,579
Other revenue	3,756
Total Revenue	 8,335
Expenses:	
Physical plant	54,036
General and administrative	1,804,624
Depreciation and amortization	857,337
Interest expense	1,779,165
Total Expenses	 4,495,162
Net Loss	(4,486,827)
Other Comprehensive Loss:	
Change in fair value of interest rate derivative	 (230,539)
Comprehensive Loss	\$ (4,717,366)

COMBINED STATEMENT OF CHANGES IN EQUITY

YEAR ENDED DECEMBER 31, 2024

	Accumulated Other Comprehensive Members' Loss Equity		Total Equity		
Balance, December 31, 2023	\$	(460,752)	\$ 63,142,476	\$	62,681,724
Comprehensive loss		(230,539)	(4,486,827)		(4,717,366)
Balance, December 31, 2024	\$	(691,291)	\$ 58,655,649	\$	57,964,358

COMBINED STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2024

Cash flows from operating activities:		
Net loss	\$	(4,486,827)
Adjustments to reconcile net loss to net cash flows from operating activities:		
Depreciation and amortization		857,337
Amortization of debt issuance costs		468,886
Change in fair value of interest rate derivative		(230,539)
Prepaid expenses		(73,943)
Accounts receivable - related parties		(349,742)
Other assets		177,160
Accrued expenses and other payables		(3,768,700)
Unearned revenue		955,001
Accounts payable - related parties		1,117,989
Accounts payable - trade		165,221
Net cash flows from operating activities		(5,168,157)
Cash flows from investing activities:		
Purchases of property and equipment		(72,449,652)
Cash flows from financing activities:		
Proceeds from issuance of debt		78,985,970
Net change in cash and restricted cash		1,368,161
Cash and restricted cash, beginning of year		2,023,540
Cash and restricted cash, end of year	\$	3,391,701
Reconciliation of cash and restricted cash to the combined balance sheet:		
Cash	\$	2,450,701
Restricted cash		941,000
	\$	3,391,701
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	Ф	2,894,920
Cash paid during the year for interest	\$	2,034,320

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31. 2024

Note 1—Nature of operations

Nature of Operations – Hayes Barton Place (the "Company") is an economic entity comprised of two individual companies under common control as listed below. The Company was organized to provide senior living services in Raleigh, North Carolina. Services will include providing and maintaining a 169-unit independent living rental apartment building with assisted living services, skilled nursing care, and supporting services, along with 45 independent living flats and townhomes.

HBP Oberlin Senior Housing PROPCO KP6, L.P. ("Raleigh Properties") is a Delaware for-profit limited partnership formed for the purpose of developing and owning real property and the buildings of the Community.

HBP Oberlin Senior Housing OPCO KP6, L.P. ("Raleigh Operating") is a Delaware for-profit limited partnership formed for the purpose of leasing and operating the Community.

Raleigh Properties and Raleigh Operating hold the certificate of need for 63 assisted living beds (all closed beds) and 31 skilled nursing beds (9 closed).

In February 2022, the North Carolina Department of Insurance issued the Company a Start-Up Certificate.

Note 2—Summary of significant accounting policies

Principles of Combination – The combined financial statements include the accounts of Raleigh Properties and Raleigh Operating, which are owned and controlled by the members of the limited partnership. All significant intercompany accounts and transactions have been eliminated. The combined financial statements do not and are not intended to represent the activity of a legal entity.

Basis of Accounting – The accompanying combined financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of Estimates – The preparation of the combined financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of any contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

No assets or liabilities (real or contingent) of the individual members of any of the limited partnership are included in the combined financial statements of the Company, except those pertaining to the Company, which are reflected in the combined balance sheet.

Property and Equipment, Net – Property and equipment is stated at actual cost. Maintenance and repairs are charged to expense as incurred, and renewals and betterments are capitalized. Gains or losses on disposals are credited or charged to operations.

Construction-in-progress includes building costs, capitalized interests and legal fees.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Depreciation expense amounted to \$857,337 for the year ended December 31, 2024.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31. 2024

Note 2—Summary of significant accounting policies (continued)

The estimated useful lives used in computing depreciation and amortization are as follows:

Buildings and improvements 5 to 40 years
Land improvements 5 to 15 years
Furniture and fixtures 5 to 20 years
Vehicles 10 years
Software 3 years

Leasehold improvements Lesser of 40 years or the lease term

Equipment 3 to 20 years

Debt Issuance Costs, Net – Loan origination costs are being amortized over the life of the loan utilizing a straight-line method which approximates the effective interest rate method. The amortization of these costs is included in interest expense in the combined statement of operations and comprehensive loss.

Income Taxes – The Company, with the consent of its members, has elected under the Internal Revenue Code to be taxed as a partnership. In lieu of corporate federal income taxes, the members of a limited partnership are taxed on their proportionate share of the Company's taxable income. Management has evaluated the effect of the guidance provided by U.S. GAAP on accounting for uncertainty in income taxes. Management has evaluated all other income tax positions that could have a significant effect on the combined financial statements and determined the Company had no uncertain income tax positions at December 31, 2024.

Intangible Asset – In accordance with U.S. GAAP, goodwill and intangible assets that have indefinite useful lives are not amortized but rather are tested at least annually for impairment. For the Company, this asset includes fees related to the Company's application for the certificate of need ("CON"). The Company's CON application to develop the Continuing Care Retirement Community ("CCRC") facility was approved on February 12, 2022. In accordance with accounting standards generally accepted in the United States of America, intangible assets with indefinite useful lives are reviewed for impairment in accordance with Accounting Standards Codification ("ASC") 350, Intangibles – Goodwill and Other, which requires the Company to evaluate the recoverability of long-lived assets annually and whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. The Company continually evaluates whether events and circumstances have occurred that indicate the CON may warrant revision or that the remaining carrying value may not be recoverable. As permitted by ASC 350, the Company performed an annual qualitative assessment of impairment to determine whether the value of the CON was impaired. Based on the results of this qualitative assessment, the CON was not impaired as of December 31, 2024.

Impairment of Long-Lived Assets – The Company reviews the carrying value of its long-lived assets such as property and equipment, whether held for use or disposal when events and circumstances indicate that the carrying amount of an asset may not be recoverable based on expected undiscounted cash flows attributable to that asset. The amount of any impairment is measured as the difference between the carrying value and the fair value of the impaired asset. Based on results of this review, property and equipment was not impaired as of December 31, 2024.

Deferred Marketing Costs – Management has implemented Accounting Standards Update ("ASU") 2014-09, Revenue from Contracts with Customers and adopted the treatment of deferred marketing costs. Under the standard, the Company capitalizes marketing sales commissions and bonuses associated with securing new Residency and Services Agreements as an asset and amortizes these commissions over the estimated term of the respective Residency and Services Agreements. Deferred marketing costs are included within other assets on the combined balance sheet. Amortization of deferred marketing costs amounted to \$-0- for the year ended December 31, 2024.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31. 2024

Note 2—Summary of significant accounting policies (continued)

Advertising Costs – Advertising costs are expensed in the year incurred and totaled \$520,002 for the year ended December 31, 2024.

Accounts Receivable – The allowance for credit losses is based on the Company's assessment of the collectability of customer accounts receivable. In accordance with ASC Topic 326, Financial Instruments – Credit Losses, the Company makes ongoing estimates relating to the collectability of accounts receivable and records an allowance for estimated losses expected from the inability of its customers to make required payments. The Company establishes expected credit losses by evaluating historical levels of credit losses, current economic conditions that may affect a customer's ability to pay, and creditworthiness of significant customers. These inputs are used to determine a range of expected credit losses and an allowance is recorded within the range. Accounts receivable are written off when there is no reasonable expectation of recovery. As of December 31, 2024, the allowance for credit losses was \$-0-.

14,041,316

Note 3—Property and equipment, net

Land

Property and equipment, net at December 31, 2024 consists of the following:

Land	Ψ	14,041,010
Equipment		5,637,779
Vehicle		331,413
Buildings		152,016,508
Furniture and fixtures		1,523,356
		173,550,372
Less accumulated depreciation		(858,962)
		172,691,410
Construction-in-progress		27,801,695
Property and equipment, net	\$	200,493,105
Note 4—Intangible asset		
Intangible asset (indefinite-lived) consisted of the following at December 31, 2024:		
Certificate of need	\$	80,128
Note 5—Other assets, net		
Other assets, net consisted of the following at December 31, 2024:		
Deferred marketing costs	\$	385,862
Deposits		121,709
Other assets, net	\$	507,571

The Company recognized prepaid expenses pertaining to the transfer of beds from a related party as a part of the contributions from officers/members. These beds will be recognized as intangible assets when the healthcare building has been built and licensed.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31. 2024

Note 6—Note payable

On December 14, 2022, the Company entered into a loan agreement with a financial institution. The loan agreement provides for a note payable with maximum borrowings of \$154,687,500. The loan will be used to finance the construction of the CCRC facility. The interest rate on this note was a variable rate of 2.75% plus the one-month term Secured Overnight Financing Rate (4.49% at December 31, 2024). Interest only is due at the beginning of the month starting in January 1, 2023 with principal due at maturity. The note has a maturity date of December 14, 2026. During the year, the Company drew an additional \$78,985,970 adding to the balance of notes payable. Total outstanding balance on the note payable amounted to \$125,239,789, net of debt issuance costs of \$901,721, as of December 31, 2024.

Note 7—Derivative instrument

Hayes Barton Place Properties entered into a Master Rate Cap Agreement with Truist Bank, Inc. dated March 14, 2023 that effectively fixes the interest rate on the outstanding principal of the term note. The interest rate cap has a notional amount of \$44,509,791 at a fixed interest rate of 5.00%. The agreement expires on June 1, 2026. The swap contract is adjusted to current market values through other comprehensive loss. The fair value of the interest rate swap was recorded as an asset totaling approximately \$1,709 as of December 31, 2024. Changes in the fair value of the interest rate swap resulted in a loss of approximately \$230,539 for the year ended December 31, 2024, which has been reported within other comprehensive loss.

Note 8—Leases

Raleigh Properties (the "Lessor") leases real estate which includes office space, nursing homes, and long-term care centers to Raleigh Operating (the "Lessee") under the terms of the Operating Lease Agreement (the "Operating Lease") effective November 14, 2024. The Operating Lease expires October 14, 2039.

The Lessor determines whether a contract contains a lease at inception by determining if the contract conveys the right to control the use of identified property and equipment for a period of time in exchange for consideration. The Lessor has elected to apply the practical expedient to account for lease and non-lease components as a single component, and all components qualify for this practical expedient as the timing and pattern of transfer of the lease and non-lease component are the same, and the lease would be classified as an operating lease if it were accounted for separately. The Lessor has determined that the leases are predominant in these contracts and are accounting for the combined leases as operating leases under ASC 842.

The presentation is dependent on lease classification. However, the Lessor only has operating leases from a lessor perspective. Assets leased by the Company under operating leases are presented as property and equipment in the Company's combined balance sheet and depreciated over their estimated useful life.

The cost basis of land, buildings, and improvements and office furniture and equipment held under the terms of the lease agreement was \$173,550,372 and related accumulated depreciation was \$858,962 at December 31, 2024.

The Lessor receives rent payments directly from the Lessee. For the year ended December 31, 2024, the monthly payment was \$2 for the Lessor. According to the terms of the Operating Lease, the annual rent to be paid by the lessee ranges from \$-0- to \$454,832 throughout the remainder of the terms.

Total rental income for the year ended December 31, 2024 was \$637,336 for the Lessor and has been eliminated in the combined financial statements.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31. 2024

Note 8—Leases (continued)

Minimum future cash rentals due to the Lessor under the terms of the operating lease agreements are approximately as follows:

Years Ending December 31,

2025	\$ 507,046
2026	3,330,464
2027	4,836,626
2028	5,178,624
2029	5,303,884
Thereafter	 53,670,176
	\$ 72,826,820

Total rent expense incurred by the Lessee to the Lessor was approximately \$4 for the year ended December 31, 2024, including amortization of the right-of-use asset of approximately \$349,070. These amounts have been eliminated in the combined financial statements.

Note 9—Related party transactions

Other entities owned by Liberty Healthcare provide other benefits to the Company. These transactions are also considered related party transactions and are settled through related party cash accounts and payments to the other entities. As of December 31, 2024, total receivables and payables to related parties were \$1,237,801 and \$1,924,550, respectively.

Note 10—Pension plan

The Company offers a defined contribution plan (the "Plan") to eligible employees as defined by the Plan. The Company will match employee contributions at the discretion of management. The Company contributed \$5,672 to the Plan for the year ended December 31, 2024.

Note 11—Subsequent events

The Company has evaluated subsequent events through May 13, 2025, in connection with the preparation of these combined financial statements, which is the date the combined financial statements were available to be issued. The Company is unaware of any subsequent events that should be recognized or disclosed in the combined financial statements.



COMBINING BALANCE SHEET

DECEMBER 31, 2024

	Oberlin nior Housing CO KP6, L.P.	Oberlin enior Housing OPCO KP6, L.P.	<u>E</u>	iliminations	Total
ASSETS					
Current Assets:					
Cash	\$ 713,251	\$ 1,737,450	\$	-	\$ 2,450,701
Restricted cash	941,000	-		-	941,000
Accounts receivable - related parties	657,685	580,116		-	1,237,801
Accounts receivable - Hayes Barton Place	1,136,871	1,147,457		(2,284,328)	-
Prepaid expenses	77,733	660,000			737,733
Total Current Assets	 3,526,540	4,125,023		(2,284,328)	5,367,235
Property and equipment, net	 	200,493,105			 200,493,105
Noncurrent Assets:					
Intangible asset	-	80,128		-	80,128
Right-of-use asset	51,376,685	-		(51,376,685)	-
Other assets, net	385,862	121,709			507,571
Total Noncurrent Assets	51,762,547	 201,837		(51,376,685)	 587,699
Total Assets	\$ 55,289,087	\$ 204,819,965	\$	(53,661,013)	\$ 206,448,039

COMBINING BALANCE SHEET (CONTINUED)

DECEMBER 31, 2024

	Oberlin nior Housing CO KP6, L.P.	Oberlin enior Housing OPCO KP6, L.P.	E	Eliminations	 Total
LIABILITIES AND EQUITY					
Current Liabilities:					
Trade accounts payable	\$ 165,221	\$ -	\$	-	\$ 165,221
Unearned revenue	3,363,938	376,883		-	3,740,821
Accrued expenses and other payables	1,152,960	17,162,061		-	18,315,021
Accounts payable - Hayes Barton Place	510,121	1,136,871		(1,646,992)	-
Current portion of right-of-use lease liability	 118,625	 		(118,625)	-
Total Current Liabilities	 5,310,865	 18,675,815		(1,765,617)	 22,221,063
Noncurrent Liabilities:					
Note payable, net	-	124,338,068		-	124,338,068
Accounts payable - related parties	1,571,279	353,271		-	1,924,550
Right-of-use lease liability, net of current portion	51,895,396			(51,895,396)	_
Total Noncurrent Liabilities	53,466,675	 124,691,339		(51,895,396)	 126,262,618
Total Liabilities	 58,777,540	 143,367,154		(53,661,013)	148,483,681
Equity:					
Members' equity (deficit)	(3,488,453)	62,144,102		-	58,655,649
Accumulated other comprehensive loss	<u>-</u>	(691,291)		-	(691,291)
Total Equity (Deficit)	 (3,488,453)	61,452,811			57,964,358
Total Liabilities and Equity	\$ 55,289,087	\$ 204,819,965	\$	(53,661,013)	\$ 206,448,039

COMBINING STATEMENT OF OPERATIONS AND COMPREHENSIVE LOSS

	Senior	erlin Housing KP6, L.P.	Sen	Oberlin ior Housing CO KP6, L.P.	Elimina	tions	Total
Revenue:			_		_		
Interest income/loss	\$	4,579	\$	-	\$	-	\$ 4,579
Other revenue		3,756		-	,	-	3,756
Rent revenue		-		637,336	()	637,336)	
Total Revenue		8,335		637,336	(637,336)	8,335
Expenses:							
Physical plant		342,302		-	(2	288,266)	54,036
General and administrative		1,801,288		3,336		-	1,804,624
Depreciation and amortization		349,070		857,337	(:	349,070)	857,337
Interest expense				1,779,165			 1,779,165
Total Expenses		2,492,660		2,639,838		637,336)	 4,495,162
Net loss	(2	2,484,325)		(2,002,502)		-	(4,486,827)
Other Comprehensive Loss:							
Change in fair value of interest rate derivative		<u>-</u>		(230,539)			 (230,539)
Comprehensive Loss	\$ (2	2,484,325)	\$	(2,233,041)	\$	-	\$ (4,717,366)

COMBINING STATEMENT OF CHANGES IN MEMBERS' EQUITY

	Oberlin nior Housing CO KP6, L.P.	Oberlin nior Housing PCO KP6, L.P.	Elimi	nations	Total		
Balance, December 31, 2023	\$ (1,004,128)	\$ 63,685,852	\$	-	\$	62,681,724	
Comprehensive loss	 (2,484,325)	(2,233,041)		_		(4,717,366)	
Balance, December 31, 2024	\$ (3,488,453)	\$ 61,452,811	\$	_	\$	57,964,358	

COMBINING STATEMENT OF CASH FLOWS

	Seni	Oberlin ior Housing O KP6, L.P.	Oberlin nior Housing PCO KP6, L.P.	Eliminat	ions	Total
Cash flows from operating activities:						
Net loss	\$	(2,484,325)	\$ (2,002,502)	\$	-	\$ (4,486,827)
Adjustments to reconcile net loss to net cash flows						
from operating activities:		0.40, 0.70	0.57.007	/0	40.070)	057.007
Depreciation and amortization		349,070	857,337	(3	49,070)	857,337
Amortization of debt issuance costs		-	468,886		-	468,886
Change in fair value of interest rate derivative Right-of-use asset		(51,725,755)	(230,539)	51.7	- 25,755	(230,539)
Changes in operating assets and liabilities:		(31,723,733)	-	31,7	23,733	-
Prepaid expenses		(73,943)	_		_	(73,943)
Accounts receivable - Hayes Barton Place		(190,894)	(1,147,457)	1.3	38,351	(10,010)
Accounts receivable - related parties		(519,627)	169,885	-,-	-	(349,742)
Other assets		(53,123)	230,283		-	`177,160 [°]
Accrued expenses and other payables		244,907	(4,013,607)		-	(3,768,700)
Unearned revenue		956,578	(1,577)		-	955,001
Accounts payable - Hayes Barton Place		510,121	190,894	(7	01,015)	-
Accounts payable - related parties		810,671	307,318		-	1,117,989
Accounts payable - trade		165,221	-	/	-	165,221
Lease liabilities		52,014,021	 	(52,0	14,021)	
Net cash flows from operating activities		2,922	(5,171,079)			 (5,168,157)
Cash flows from investing activities:						
Purchases of property and equipment			 (72,449,652)			 (72,449,652)
Net cash flows from investing activities			 (72,449,652)			 (72,449,652)
Cash flows from financing activities:						
Proceeds from issuance of debt			 78,985,970			78,985,970
Net cash flows from financing activities		-	78,985,970			78,985,970

COMBINING STATEMENT OF CASH FLOWS (CONTINUED)

	Oberlin nior Housing CO KP6, L.P.	Oberlin nior Housing PCO KP6, L.P.	Eliminations		Total
Net change in cash and restricted cash Cash and restricted cash, beginning of year	\$ 2,922 1,651,329	\$ 1,365,239 372,211	\$	- -	\$ 1,368,161 2,023,540
Cash and restricted cash, end of year	\$ 1,654,251	\$ 1,737,450	\$	-	\$ 3,391,701
Reconciliation of cash and restricted cash to the combining balance sheet: Cash Restricted cash	\$ 713,251 941,000	\$ 1,737,450 <u>-</u>	\$	- -	\$ 2,450,701 941,000
	\$ 1,654,251	\$ 1,737,450	\$	-	\$ 3,391,701
Supplemental disclosure of cash flow information: Cash paid during the year for interest	\$ _	\$ 2,894,920	\$	-	\$ 2,894,920

EXHIBIT B ACTUAL VERSUS PROJECTED RESULTS

NOT APPLICABLE

Hayes Barton Place Material Difference Narrative For the Year Ended December 31, 2024

For purposes of comparison, HBP Oberlin Senior Housing Propco KP6, L.P. and HBP Oberlin Senior Housing Opco KP6, L.P. (collectively "Hayes Barton Place" or the "Company") used the following financial reports as of and for the year ended (actual)/ending (projected) December 31, 2024:

Audited - Obtained from the Supplemental Schedules of the audited financial statements of HBP Oberlin Senior Housing Propos KP6, L.P. and HBP Oberlin Senior Housing Opco KP6, L.P. (collectively "Hayes Barton Place"") as of and for the year ended December 31, 2024.

Projected - Obtained from the projected financial statements for Raleigh CCRC Management, LLC and Raleigh CCRC Properties, LLC, the previously licensed entities, with the Independent Accountants' Compilation Report dated June 27, 2024, which was included in the Hayes Barton Place Disclosure Statement dated May 31, 2024.

The following explanations are furnished pursuant to Section 58-64-30 of the General Statutes of North Carolina. The explanations pertain to material differences between the Company's audited and projected financial statements, as described above, as of and for the year ending December 31, 2024. See the summary Balance Sheets, Statements of Operations and Statements of Cash Flows behind this narrative for amounts and percentages.

For purposes of this narrative, "material" differences are considered to be variances of \$1,000,000 and 10% on line item amounts.

Balance Sheets:

- 1. Property and Equipment- Property and Equipment was less than projections by approximately \$80,346,000 (29%). These purchases will be incurred in future periods due to timing and completion of construction.
- 2. <u>Due to/from Related Parties</u> Net amount is 95% (\$12.9Million) less than projection. It was estimated that \$12.8Million would be needed from related parties in order to maintain a \$2M cash balance. Contruction draws were enough to satisfy this need without the large inter-company payable.

			2024 Audited -				
		2024 Audited -	Oberlin Senior				
		Oberlin Senior	Housing				
		Housing OPCO	PROPCO KP6,				
Due to/from Rela 2	2024 Projection	KP6, L.P.	L.P.	Eliminations	Audit Combined		
Accounts Receiva	-	1,794	1,728	(2,284)	1,237		
Accounts Payable	13,628	2,081	1,490	(1,647)	1,925		
Net	(13,628)	(287)	237	(637)	(687)	-95%	(12,94

- 3. Accounts Payable and Accrued Expenses- Accounts payable and accrued expenses at December 31, 2024 were more than projected by approximately \$17,369,000 (1563%). This is mainly due to the accrued retainage to contractors for construction still in process.
- Long-term Debt Long-term Debt was approximately \$67,567,000 (35%) less than projected as we are drawing money when necessary. More costs will be incurred in future periods.
- 5. Members' Equity Long-term Debt was aproximately \$19,049,000 (30%) less than projected as we are drawing money when necessary. More costs will be incurred in future periods.

Statements of Cash Flows:

- General, Administrative, and Marketing Costs incurred for the General, Administrative, and Marketing were approximately \$1,055,000 (37%) less than projected. This is due to the timing of opening later than anticipated so less expenses incurred during 2024.
- 7 Operating Income/(Loss) The Operating Loss was \$1,170,000 (39%) less than anticpiated. A lot of this is due to the variance in administrative, general, and marketing expenses mentioned in Note 6.
- 8 Interest Expense Interest expenses was not projected for 2024 and the total incurred was \$1,779,000 over projection. This was the interest paid on the loans
- 9 Net Income/(loss) The Net Loss was more than projected at \$1,698,000 (56%). Depreciation and interest expense were not projected for 2024 and totaled to \$2,637,000 of expense above projections leading to this variance in the Net Loss.
- 10 Members' Contributions Members' contributions were 100% less than projected for the year as no additional contributions were needed this year.

Statements of Cash Flows:

- 11 <u>Depreciation Depreciation was not projected in 2024. The total expense was \$1,206,000 approximately for the year.</u>
- 12 Changes in Operating Assets/Liabilites Changes in operating assets and liabilites were approximately \$5,042,000 (75%) less than projections. The assumptions in the projection anticipated purchases at a higher rate than was realized.
- 13 Capital Additions Less than projected by \$67,567,000 (46%) due to the timing of construction. Costs will be capitalized at a later period.
- 14 <u>Proceeds from Long-Term Debt</u> Proceeds from Long-Term Debt was 46% (\$79Million) less than projected. This is also due to the timing of the contstruction draws and the completion of construction. This is expected to be recorded in 2025.

At December 31, 2024

			Audited								Variar	Variance		
				2024 Audited -		024 Audited - Oberlin Senior								
				Oberlin Senior	U	Housing							See Material	
				Housing OPCO	P	ROPCO KP6,							Difference	
Balance Sheet (in '000s)	2024	Projection		KP6, L.P.		L.P.]	Eliminations	Auc	dit Combined	\$	%	Narrative	
Assets:														
Current assets:														
Cash	\$	2,000	s	713	\$	1,737			S	2,451	\$ 451	23%		
Cash - restricted	-	492	-	941	-	-			S	941	449	91%		
Prepaid expenses		17		78		660			S	738	721	4240%		
Other current assets		83		-					\$	-	(83)	-100%		
Total current assets		2,592		1,732		2,397		-		4,129	1,537			
Noncurrent assets:														
Operating reserve - Company	\$	800	\$	-	\$	-	\$	-		-	(800)	-100%		
Property and equipment		280,839		-		200,493		-		200,493	(80,346)	-29%	(1)	
Intangible assets		80				80		-		80	-	0%	. /	
Due from related parties		-		1,794		1,728		(2,284)		1,237	1,237	100%	(2)	
Deferred marketing costs		332		-		-		-		-	(332)	-100%		
Other non-current assets		351		51,763		122		(51,377)		508	157	45%		
Total assets	\$	284,994	\$	55,289	\$	204,820	\$	(53,661)	\$	206,448	\$ (78,546)			
Liabilities and Members' Deficit:														
Current liabilities:														
Accounts payable and accrued expenses		1,111		1,318		17,162		-		18,480	17,369	1563%	(3)	
Accrued payroll and related withholdings		-		-		-		-		-	-	100%		
Deferred revenue, current		2,786		3,364		377		-		3,741	955	34%		
Long-term debt, current portion		-		119		-		(119)		0	0	100%		
Total current liabilities		3,897		4,801		17,539		(119)		22,221	18,324			
Long-term liabilities:														
Long-term debt, net of current portion and deferred financing cost		191,905		51,895		124,338		(51,895)		124,338	(67,567)	-35%	(4)	
Due to related parties		13,628		2,081		1,490		(1,647)		1,925	(11,703)	-86%	(2)	
Deferred revenue, noncurrent		-		-		-		-		-	-	100%		
Total long-term liabilities		205,533		53,977		125,828		(53,542)		126,263	(79,270)			
Total liabilities		209,430		58,778		143,367		(53,661)		148,484	(60,946)			
Members' equity		75,564		(3,488)		61,453				57,964	(17,600)	-23%	(5)	
Total liabilities and members' equity	\$	284,994	\$	55,289	\$	204,820	\$	(53,661)	\$	206,448	\$ (78,546)			

				2024 4 12				Varia	nce	ı	
Statement of Operations and Changes in Members Equity(in 000s)	2024 Proj	ection	2024 Audited - Oberlin Senior Housing OPCO KP6, L.P.	2024 Audited Oberlin Seni Housing PROPCO KI L.P.	or	Eliminations	Audit Combined	\$	%	See Material Difference Narrative	
Revenue:											
Other revenue	\$	-	\$ 8	\$ -		\$ -	\$ 8	\$ 8	100%		
Total revenue		-	8	-		-	8	8			
Expenses:											
Nursing		70	-	-		-	-	(70)	-100%		
Dietary		75	-	-		-	-	(75)	-100%		
General, administrative, and marketing		2,860	1,801		3	-	1,805	(1,055)	-37%	(6)	
Plant operations		15	342	-		(288)	54	39	260%		
Property Costs		-	-	-		` ′	-	-	100%		
Total expenses		3,020	2,144		3	(288)	1,859	(1,161)			
Operating income/(loss)	(3,020)	(2,135))	(3)	288	(1,850)	1,170	-39%	(7)	
Other operating expenses:											
Investment/interest (income)/expense		-	-	1,7	79		1,779	1,779	100%	(8)	
Rent expense/(revenue)		-	-	(6	37)	637	(0)	(0)	100%	. /	
Depreciation and amortization		-	349	8	57	(349)	857	857	100%		
Other operating expenses:		-	-	2	31		231	231			
Total other operating expenses		-	349	2,2	30	288	2,867	2,867			
Net income/(loss)	(3,020)	(2,484)	(2,2	34)	0	(4,717)	(1,698)	56%	(9)	
Members' deficit, beginning of year	6	2,682	(1,004)	63,6	86		62,682	(0)	0%		
Members' contributions	1	5,902	-				-	(15,902)	-100%	(10)	
Members' deficit, end of year	\$ 7	5,564	\$ (3,488)	\$ 61,4	-52	\$ 0	\$ 57,964	\$ (17,601)	-23%		

											Varian]	
Statement of Cash Flows (in 000s)		2024 Projection		2024 Audited - Oberlin Senior Housing OPCO KP6, L.P.		24 Audited - berlin Senior Housing ROPCO KP6, L.P.	Eliminations	Aud	Audit Combined		\$	%	See Material Difference Narrative
Cash flows from operating activities:													
Net income (loss) from operations	\$	(3,020)	\$	(2,484)	\$	(2,234)		\$	(4,718)	((1,698)	56%	(9)
Adjustments to reconcile net income (loss) from operations to net													
cash provided by (used in) operating activities				=									
Depreciation		- (5.500)		349		857			1,206		1,206	100%	(11)
Changes in operating assets and liabilities, net		(6,699)		2,138		(3,795)			(1,657)		5,042	-75%	(12)
Net cash flows from operating activities		(9,719)		3		(5,172)			(5,169)		4,550		
Cash flows from investing activities:	•	(151 460)	•			(72.450)			(72.450)	ф -	10.010	-52%	(12)
Capital additions Net cash flows from investing activities	\$	(151,468)	2		\$	(72,450) (72,450)		\$	(72,450) (72,450)		79,018	-52%	(13)
Cash flows from financing activities:		(- , /				(1, 7, 1, 1)			(* / * * /				
Proceeds from long-term debt		146,553				78,986		\$	78,986	e (6	57,567)	-46%	(14)
Deferred financing cost		140,333				70,900		\$	78,980	\$ (0		100%	(14)
Members' contributions	6	15.000	6		e			\$ \$	-		-	-100%	(10)
Net cash flows from financing activities	\$	15,902 162,455	Þ		\$	78,986		3	78,986	_	5,902)	-100%	(10)
Net cash flows from financing activities		102,433				/8,980			/8,980	(8	33,469)		
Change in cash		1,268		3		1,365			1,368		100	8%	
Cash, beginning of year		2,024		1,651		372			2,024		(0)	0%	
Cash, end of year	\$	3,292	\$	1,654	\$	1,737		\$	3,391	\$	99	3%	
Cod Borrow Today													
Cash Reconciliation:	\$	2,000	e	713	\$	1,737		\$	2,451	e	451	23%	
Cash - restricted	\$ \$	2,000 492		941	-	1,/3/		\$ \$	2,431 941	Ф	451	91%	
	S	800	э	941	Þ	-		Φ	941		449	9 170	
Operating reserve - Company Total cash	<u>\$</u>	3,292	e	1.654	e	1,737		S	3,392	¢	900		
1 Otal Casil	ð	3,292	\$	1,034	\$	1,/3/		ð	3,392	Ф	900		

EXHIBIT C INTERIM FINANCIAL STATEMENTS [ATTACHED]

	Oberlin Senior g OPCO KP6, LP	HBP Oberlin Senior Housing PROPCO KP6, LP	Eliminations	Consolidated
Revenue:				
Community fee amortization (IL only)	\$ -	\$ -	\$ -	\$ -
Net resident revenue:	1 002 0 10			1 002 0 10
Independent living	1,883,849	-	-	1,883,849
Assisted living	-	-	-	-
Skilled nursing	-	-	-	-
Provision for bad debt	-	-	-	-
Management fees	-	-	-	-
Other revenue	3,231,218	- -	-	3,231,218
Total operating revenue	5,115,067	-	-	5,115,067
Expense:				
Direct expenses:				
Nursing services	68,391	-	-	68,391
Dietary	407,053	-	-	407,053
Wellness	28,131	-	-	28,131
Patient activities	59,247	-	-	59,247
Social Services	2,823	-	-	2,823
Physical therapy	-	-	-	-
Occupational therapy	_	_	_	_
Speech therapy	_	_	_	_
Medical supplies	_	_	_	_
Other ancillaries	_	_	_	_
Total direct expenses	565,645	-	-	565,645
GROSS MARGIN	4,549,422	-	-	4,549,422
Indirect expenses:				
Housekeeping	152,357	-	-	152,357
Laundry and linen	7,926	-	-	7,926
Barber & beauty	-	-	-	-
General and administrative	1,048,208	11,274	-	1,059,482
Management fee	260,962	-	-	260,962
Transportation	33,949	-	-	33,949
Plant operations	289,343	-	-	289,343
Property costs	42,353	-	-	42,353
Total indirect expenses	1,835,098	11,274	-	1,846,372
Total operating expenses	2,400,743	11,274	-	2,412,017
EBITDAR	2,714,324	(11,274)	-	2,703,050
Other revenue/(expense):				
Gain/(loss) on disposal of assets	-	-	-	-
Investment/interest income	-	-	-	-
Investment/interest expense	-	(1,950,932)	-	(1,950,932)
Amortization of deferred financing costs	-	(115,250)	-	(115,250)
Rent revenue	-	1,220,437	(1,220,437)	-
Rent expense	(1,231,817)	-	1,231,817	-
Amortization of marketing costs	(22,373)	-	-	(22,373)
Depreciation	(1,340)	(1,286,733)	-	(1,288,073)
Extraordinary expense	7,090	<u>-</u>	-	7,090
COVID expense	-	-	-	-
Owner's expense	5	-	-	5
Total other revenue/(expense)	(1,248,440)	(2,132,478)	11,380	(3,369,533)
NET INCOME/(LOSS)	1,465,889	(2,143,752)	11,380	(666,483)
Members' equity/(deficit), beginning of year	(3,488,453)	61,452,811	-	57,964,358
Members' contributions	-	-	-	-
Members' distributions	-	-	-	-
Members' equity/(deficit), end of year	\$ (2,022,564)	\$ 59,309,059	\$ 11,380	\$ 57,297,875

	Oberlin Senior g OPCO KP6, LP	HBP Oberlin Senior Housing PROPCO KP6, LP	Eliminations	Consolidated
Cash flows from operating activities:				
Net income/(loss)	\$ 1,465,889	(2,143,752)	-	(677,863)
Adjustments to reconcile income/(loss)			-	-
to net cash provided by operating activities:			-	-
Depreciation	1,340	1,286,733	-	1,288,073
Amortization of deferred financing costs	-	115,250	-	115,250
(Gain)/Loss on sale of property and equipment	-	-	-	-
Amortization of community fees Amortization of deferred marketing costs	22.272	-	-	- 22 272
<u> </u>	22,373	-	-	22,373
Provision for bad debts	-	-	-	-
Unrealized (gain)/loss on investments	-	-	-	-
Change in working capital:	(7.500)	-	-	(5.500)
Resident accounts receivable	(7,502)	-	-	(7,502)
Other receivables	-	-	-	-
Inventories	(106.765)	-	-	(106.765)
Prepaid expenses	(186,765)	- (000 005)	-	(186,765)
Accounts receivables - related parties	(9,264)	(822,087)		(831,351)
Intercompany receivable - Barclay at SouthPark	(155,724)	(95,832)	251,557	1 027 050
Other assets	1,027,059	(2.265)	-	1,027,059
Deferred revenue, current portion	(2,670,969)	(2,365)		(2,673,334)
Accounts payable and other accrued expenses and other payables	(133,542)	(7,150,552)	-	(7,284,094)
Accrued payroll and related withholdings Resident refunds	-	-	-	-
Deferred revenue, noncurrent portion	-	-	-	-
Accounts payable - related parties	240,717	(214,052)	-	26,665
Intercompany payable - Barclay at SouthPark	605,954	(981,147)	(251,557)	(626,750)
Cash flows from operating activities	199,566	(10,007,803)	-	(9,808,237)
Cash flows from investing activities:				
Routine capital purchases	(553,493)	(2,394,427)	-	(2,947,920)
Proceeds from sale of assets	-	-	-	-
Change in investments	-	-	-	-
Cash flows from investing activities	(553,493)	(2,394,427)	-	(2,947,920)
Cash flows from financing activities:				
Proceeds from long-term debt	134,561	-	-	134,561
Deferred financing costs	-	(115,250)	-	(115,250)
Principal payment of long-term debt	421,950	13,655,102	-	14,077,052
Member contributions/(distributions)	-		-	
Cash flows from financing activities	556,511	13,539,852	-	14,096,363
Change in cash and cash equivalents	202,584	1,137,622	-	1,340,206
Cash and cash equivalents, beginning of year	1,654,251	1,737,450	-	3,391,701
Cash and cash equivalents, end of year	\$ 1,856,835	\$ 2,875,072	\$ -	\$ 4,731,907
Cash - unrestricted	873,835	1,682,072	-	2,555,907
Cash - restricted/invested	983,000	1,193,000	-	2,176,000
Total cash	\$ 1,856,835	\$ 2,875,072	\$ -	\$ 4,731,907

	HBP Oberli Housing OPC		HBP Oberlin Senior Housing PROPCO KP6, LP	Eliminations	Consolidated
Assets	mousing or ex	J 111 0, L1	L1	Limmutions	Consonanca
Current assets:					
Cash	\$	873,835	1,682,072	_	2,555,907
Cash - restricted	Ψ	983,000	1,193,000	_	2,176,000
Accounts receivable:		,	-,,	_	-,,
Resident accounts receivable, net		7,502	_	_	7,502
Other		-	_	-	-
Inventories		-	_	_	-
Prepaid expenses		264,498	660,000	-	924,498
Intercompany receivable - Hayes Barton Place		1,292,595	605,953	(1,898,549)	(1)
Total current assets		3,421,430	4,141,025	(1,898,549)	5,663,906
Non-current assets:					
Investments		-	-	-	-
Property and equipment		78,112	200,816,694	-	200,894,806
Intangible assets		474,041	864,233	-	1,338,274
Due from related parties		666,950	2,039,539	-	2,706,489
Deferred marketing costs, net of amortization		-	-	-	-
Other non-current assets		50,713,115	121,709	-	50,834,824
Total non-current assets		51,932,218	203,842,175	-	255,774,393
Total assets	\$	55,353,648	\$ 207,983,199	\$ (1,898,549)	\$ 261,438,299
Liabilities and Members' Equity/(Deficits)					
Current liabilities:					
Long-term debt, current portion	\$	540,575	-	-	540,575
Resident refunds payable, current portion:		-	274.510	-	1 0 67 407
Deferred revenue, current portion		692,969	374,518	-	1,067,487
Accounts payable and accrued expenses		1,184,639	10,011,509	-	11,196,148
Accrued payroll and related withholdings Intercompany payable - Hayes Barton Place		1,116,075	155,724	(1,898,549)	((2(.750)
Total current liabilities		3,534,258	10,541,751	(1,898,549)	(626,750) 12,177,460
Non-current liabilities and deferred revenue:		3,334,236	10,541,751	(1,090,349)	12,177,400
Long-term debt, less current portion		52,029,957	137,993,170	_	190,023,127
Deferred financing costs, net of accumulated amortization		-	137,773,170	-	170,023,127
Due to related parties		1,811,997	139,219	_	1,951,216
Deferred revenue, noncurrent		-	-	-	-
Total non-current liabilities and deferred revenue		53,841,954	138,132,389	-	191,974,343
Total liabilities and deferred revenue		57,376,212	148,674,140	(1,898,549)	204,151,803
Members' equity/(deficit)		(2,022,564)	59,309,059	-	57,286,495
Total liabilities and members' equity/(deficit)	\$	55,353,648	\$ 207,983,199	\$ (1,898,549)	\$ 261,438,298

EXHIBIT D

5-YEAR PROSPECTIVE FINANCIAL STATEMENTS [ATTACHED]

Compilation of a Financial Projection

For Each of the Five Years Ending December 31, 2029

(with Accountant's Compilation Report thereon)

Compilation of a Financial Projection

Five Years Ending December 31, 2028

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Accountant's Compilation Report

Hayes Barton Place Wilmington, North Carolina

Management of Hayes Barton Place, an economic entity comprised of two individual companies under common control (the "Company"), and the day-to-day operating manager, Liberty Living Management, LLC (collectively "Management") is responsible for the accompanying financial projection of the Company, which comprises the projected combined balance sheets as of and for each of the five years ending December 31, 2029, the related projected combined statements of operations and changes in members' equity, and cash flows for each of the years then ending, and the related summaries of significant assumptions and rationale in accordance with guidelines for the presentation of a financial projection established by the American Institute of Certified Public Accountants ("AICPA").

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

We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the financial 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:

- construction and other related costs to complete the health center units and beds, as well as related common areas, approximate the projected amounts;
- the independent living units and health center units and beds are successfully marketed and achieve and maintain projected occupancy levels during the projection period;
- the Company enters into a permanent loan agreement in December 2026 at rates and terms as 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 June 6, 2025

Projected Combined Statements of Operations and Changes in Members' Equity For Each of the Five Years Ending December 31, (In Thousands)

	2025	2026	2027	2028	2029
Revenue:					
Independent living	\$ 16,91	3 \$ 23,352	\$ 30,079	\$ 30,982	\$ 31,911
Assisted living	1,23	7 7,002	7,533	7,759	7,992
Skilled nursing	1,62	1 5,703	6,556	6,752	6,956
Other revenue	3,73	9 1,589	708	729	751
Total operating revenue	23,51	0 37,646	44,876	46,222	47,610
Expense:					
Independent living	67	0 1,310	1,648	1,697	1,748
Assisted living	79			2,227	2,294
Skilled nursing	1,47			3,687	3,797
Dietary	2,88	-	-	5,577	5,745
Housekeeping	95	-	-	1,553	1,599
Laundry	16	-	-	776	800
General and administrative	3,38	5 3,491	3,769	3,882	3,998
Management Fee	1,20	4 2,009	2,384	2,457	2,530
Plant operations	1,20	9 2,102	2,563	2,640	2,719
Physical plant	51	6 618	754	776	800
Total operating expenses	13,24	8 20,953	24,535	25,272	26,030
Operating income	10,26	2 16,693	20,341	20,950	21,580
Other expense:					
Interest expense	6,56	0 6,931	9,186	9,070	8,946
Deferred financing cost amortization	45	1 503	52	52	52
Deferred marketing cost amortization	6	7 83	83	83	83
Depreciation	5,40	3 5,773	5,775	5,777	5,779
Total other expense	12,48	1 13,290	15,096	14,982	14,860
Net income (loss)	(2,21	9) 3,403	5,245	5,968	6,720
Members' equity, beginning of year	57,96	4 55,745	59,148	64,393	70,361
Members' equity, end of year	\$ 55,74	5 \$ 59,148	\$ 64,393	\$ 70,361	\$ 77,081

Projected Combined Statements of Cash Flows For Each of the Five Years Ending December 31, (In Thousands)

		2025		2026		2027		2028		2029
Cash flows from operating activities:										
Net income (loss)	\$	(2,219)	\$	3,403	\$	5,245	\$	5,968	\$	6,720
Adjustments to reconcile net income (loss)										
to net cash from operating activities:										
Depreciation		5,403		5,773		5,775		5,777		5,779
Deferred financing cost amortization		451		503		52		52		52
Deferred marketing cost amortization		67		83		83		83		83
Accounts receivable - related parties		-		(2,000)		(2,000)		(6,000)		(7,500)
Accounts payable - related parties		15,835		(3,429)		(6,455)		(3,664)		(2,790)
Change in current assets, net		(2,660)		(2,047)		(1,029)		(194)		(200)
Change in current liabilities, net		(16,844)		586		245		10		12
Cash flows from operating activities		33		2,872		1,916		2,032		2,156
Cash flows from investing activities:										
Capital additions		(29,523)		(75)		(75)		(75)		(75)
Cash flows from investing activities		(29,523)		(75)		(75)		(75)		(75)
Cash flows from financing activities:										
Proceeds from long-term debt		29,448		154,688		_		-		-
Payoff of construction loan		-	(154,688)		-		-		-
Deferred financing costs		-		(1,547)		-		-		-
Principal payment of long-term debt		-		(1,300)		(1,891)		(2,007)		(2,131)
Cash flows from financing activities		29,448		(2,847)		(1,891)		(2,007)		(2,131)
Change in cash and restricted cash		(42)		(50)		(50)		(50)		(50)
Cash and restricted cash, beginning of year		3,392		3,350		3,300		3,250		3,200
Cash and restricted cash, end of year	\$	3,350	\$	3,300	\$	3,250	\$	3,200	\$	3,150
Cash and restricted cash reconciliation:										
Cash	\$	2,000	\$	2,000	\$	2,000	\$	2,000	\$	2,000
Cash - restricted	Ф	550	Φ	500	Φ	450	Φ	400	Φ	350
Operating reserve - Company	Φ.	800	Φ	800	Φ	800	¢.	800	Φ	800
Total cash and restricted cash	\$	3,350	\$	3,300	\$	3,250	\$	3,200	\$	3,150

Projected Combined Balance Sheets For Each of the Five Years Ending December 31, (In Thousands)

Assets		2025		2026	2027	2028		2029
Current assets:								
Cash	\$	2,000	\$	2,000	\$ 2,000	\$ 2,000	\$	2,000
Restricted cash		550		500	450	400		350
Resident accounts receivable, net		2,891		4,641	5,533	5,699		5,870
Inventories		362		574	672	692		713
Prepaid expenses		145		230	269	277		285
Total current assets	\$	5,948	\$	7,945	\$ 8,924	\$ 9,068	\$	9,218
Non-current assets:								
Operating reserve - Company		800		800	800	800		800
Property and equipment, net	2	224,613		218,915	213,215	207,513	2	201,809
Intangible asset		80		80	80	80		80
Accounts receivable - related parties		1,237		3,237	5,237	11,237		18,737
Deferred marketing costs, net of amortization		(67)		(150)	(233)	(316)		(399)
Other non-current assets		508		508	508	508		508
Total non-current assets	2	227,171		223,390	219,607	219,822	2	221,535
Total assets	\$ 2	233,119	\$:	231,335	\$ 228,531	\$ 228,890	\$ 2	230,753
I'd P'' and March at Factor								
Liabilities and Members' Equity								
Current liabilities:								
Long-term debt, current portion	\$	1,300	\$	1,891	\$ 2,007	\$ 2,131	\$	2,236
Unearned revenue, current portion		3,741		3,741	3,741	3,741		3,741
Accounts payable and accrued expenses		1,636		2,222	2,467	2,477		2,489
Total current liabilities	\$	6,677	\$	7,854	\$ 8,215	\$ 8,349	\$	8,466
Non-current liabilities:								
Long-term debt, net]	152,937		150,002	148,047	145,968		143,784
Accounts payable - related parties		17,760		14,331	7,876	4,212		1,422
Total non-current liabilities]	170,697		164,333	155,923	150,180		145,206
Total liabilities		177,374		172,187	164,138	158,529		153,672
Members' equity		55,745		59,148	64,393	70,361		77,081
Total liabilities and members' equity	\$ 2	233,119	\$:	231,335	\$ 228,531	\$ 228,890	\$ 2	230,753

Summary of Significant Projection Assumptions and Rationale

General

The accompanying financial projection presents, to the best of the knowledge and belief of management of Hayes Barton Place, an economic entity comprised of two individual companies under common control (the "Company"), and the day-to-day operating manager, Liberty Living Management, LLC (the "Operating Manager" (collectively "Management"), the expected financial position, results of operations and changes in members' equity, and cash flows of the Company as of and for each of the five years ending December 31, 2029. Accordingly, the accompanying financial projection reflects Management's judgment as of June 6, 2025, the date of this projection, of the expected conditions and its expected course of action during the projection period assuming 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 Company's annual disclosure statement in accordance with Chapter 58, Article 64, of the North Carolina General Statutes. Accordingly, this report should not be used for any other purpose. The assumptions disclosed herein are those that Management believes are significant to the prospective financial statements.

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

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:

- construction and other related costs to complete the health center units and beds, as well as related common areas, approximate the projected amounts;
- the independent living units and health center units and beds are successfully marketed and achieve and maintain projected occupancy levels during the projection period;
- the Company enters into a permanent loan agreement in December 2026 at rates and terms as assumed in the projection.

Background

The Company is an economic entity comprised of two individual companies listed below. Management plans to provide senior living services in Raleigh, North Carolina. Services are to include providing and maintaining an independent living retirement community, assisted living services, skilled nursing care, and supporting services (the "Community"). The Company plans to begin operations of the Community in January 2025. The following two individual companies form the Company.

HBP Oberlin Senior Housing PROPCO KP6, L.P. ("Raleigh Properties") is a Delaware for-profit limited partnership formed for the purpose of developing and owning real property and the buildings of the Community.

HBP Oberlin Senior Housing OPCO KP6, L.P. ("Raleigh Operating") is a Delaware for-profit limited partnership formed for the purpose of leasing and operating the Community.

The activities of Raleigh Properties and Raleigh Operating are included in Management's projection.

The Community is to consist of 214 independent living rental apartments (the "Apartments"), flats (the "Flats"), and townhomes (the "Townhomes") (collectively, the "Independent Living Units"), 25 assisted living units and 32 memory support units (these 57 units are collectively referred to as the "Assisted Living Units") and 31 skilled nursing beds (the "Skilled Nursing Beds"). The Assisted Living Units and the Skilled Nursing Beds are collectively referred to as the "Healthcare Center."

The Company currently holds the certificate of need ("CON") for 63 assisted living beds and 31 skilled nursing beds. In February 2022, the North Carolina Department of Insurance ("NCDOI") issued the Company a Start-Up Certificate.

Related Parties

The Operating Manager is owned by Liberty Healthcare Group, LLC ("Liberty Healthcare Group"), a North Carolina limited liability company. Other entities owned by Liberty Healthcare Group provide other benefits to the Company. These transactions are considered related party transactions and are settled through related party cash accounts and payments to the other entities.

Raleigh Operating plans to enter into a management agreement with the Operating Manager in which Raleigh Operating pays a management fee of 5.0 percent of total revenues derived from Independent Living Units and 6.0 percent of total revenues derived from Assisted Living Units and Skilled Nursing Beds (the "Management Fee") to the Operating Manager, a related party to the Company.

The Community

The Community, which began opening in phases in January 2025, is located in Raleigh, North Carolina on an approximately eight acres of land, comprised of three parcels.

The following table summarizes the types of units, approximate square footage and assumed monthly fees ("Monthly Fee") or daily fees ("Daily Fee") of the Community.

Table 1
Community Configuration and Fees

Unit Type	Number of Units / Beds	Square Footage	Monthly Fee (1)(2)(3)
Independent Living Units			
Apartments:			
One-bedroom	18	851	\$ 7,063
Two-bedroom	139	1,467	10,166
Three-bedroom	12	2,598	15,642
Flats	24	1,985	13,929
Townhomes	21	2,673	18,146
Total / Weighted Average	214	1,655	\$ 11,417
Assisted Living Units ⁽⁴⁾			
Memory Support Units	32	385	\$ 9,291
Traditional Assisted Living Units	25	669	8,709
Total / Weighted Average	57	510	\$ 9,036
Skilled Nursing Beds			Daily Fee
Private		635	\$ 550
Medicare		635	605
Managed Medicare		635	414
Total / Weighted Average	31	635	\$ 523
Total Units / Beds	302		

Source: Management

- (1) The Monthly Fee and Daily Fee pricing is an average of the Month Fees and Daily Fees effective as of January 1, 2025. The Monthly Fees and Daily Service Fees increase each January for all Residents (hereinafter defined).
- (2) Residents of the Independent Living Units and direct admit Residents of the Assisted Living Units shall be required to pay a one-time, non-refundable fee equal to two month's Monthly Fee for Residents of the Independent Living Units or \$3,000 for direct admission to the Assisted Living Units Residents (the "Community Fee").
- (3) The second person Monthly Fee is assumed for the Independent Living Units and the Assisted Living Units is \$800 and \$2,600, respectively.
- (4) The Assisted Living Units are assumed to be licensed for 63 beds with six units available for double occupancy.

The following table illustrates the timeline for construction, opening, and anticipated fill-up of the Community.

Table 2 Anticipated Community Timeline					
Permanent license approval received from NCDOI	November 2024				
Certificate of occupancy	November 2024				
Independent Living Units available	January 2025				
Medicare license obtained	June 2025				
Healthcare Center opens	July 2025				
Healthcare Center achieves stabilized occupancy	September 2026				
Independent Living Units achieve stabilized occupancy	December 2026				

Source: Management

Residency and Services Agreement

<u>Services</u> – Management plans to offer a residency agreement ("Residency and Services Agreement") which is a rental contract under which the Company is obligated, upon payment by the resident (the "Resident" or "Residents") of the Community Fee, and ongoing payment of the Monthly Fee, to provide certain services to the Resident. While the Resident occupies an Independent Living Unit, services provided include:

- Utilities, except telephone and internet service;
- 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; and
- 24-hour emergency response system.

Management plans to offer optional services, including covered parking, personal laundry, additional transportation, additional dining, and additional housekeeping services, for an extra charge.

<u>Admittance Standards</u> – Prior to taking occupancy of a selected Independent Living Unit, the Resident shall execute a Residency and Services Agreement. The terms of the Residency and Services Agreement require the Company 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. A reservation requires a signed Residency and Services Agreement and payment of a one-time, non-refundable Community Fee. Upon occupancy, Residents are expected to pay an ongoing Monthly Fee.

<u>Healthcare Benefit</u> – The Company plans to provide Residents temporary or permanent assisted living, memory care and skilled nursing services in the Healthcare Center, within the limits of the Company's licensure. Residents are to receive an annual, non-cumulative discount of 10 percent from the current market rate during the first 30 days of residency in the Healthcare Center.

<u>Terms of Residency</u> – The initial Residency and Services Agreement shall be for a term of 13 months. After the initial term, the Resident has the option, each year, of executing another Residency and Services Agreement for 13 months. If another 13-month Residency and Services Agreement is not executed, the Residency and Services Agreement shall expire at the end of the term.

<u>Termination by the Resident Prior to Occupancy</u> – 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 the Community by giving 30 days' prior written notice. Under this circumstance, the Community Fee becomes non-refundable after the Rescission Period.

<u>Termination by the Resident After Occupancy</u> – The Resident may terminate the Residency and Services Agreement after moving into the Community by giving 30 days' prior written notice of termination, which shall be effective and irrevocable upon delivery. If the Resident terminates the Residency and Services Agreement prior to the expiration of the initial term or renewal term, then the Resident shall be liable for the Monthly Fee until the date that all of the Resident's personal belongings are removed from the Independent Living Unit. In addition, the Resident shall be responsible for payment of liquidated damages of one month's Monthly Fee.

The Residency and Services Agreement shall automatically terminate upon the death of the Resident (unless there is a surviving joint Resident) and a personal representative shall have 30 days from the date of death to remove personal property from the Independent Living Unit. The Resident's estate is obligated to pay the Monthly Fee until the removal of possessions from the Independent Living Unit and key return to administration.

<u>Termination by the Company</u> – The Company 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; (iv) Resident becomes infected with dangerous or contagious disease; or (v) violation of any reasonable procedures at the Community.

Summary of Significant Accounting Policies

- (a) <u>Basis of Accounting</u> The Company is assumed to maintain its accounting and financial records according to the accrual basis of accounting.
- (b) <u>Principles of Combination</u> The combined financial statements include the accounts of Raleigh Properties and Raleigh Operating, which are owned and controlled by the members of the limited liability partnership. All significant inter-company accounts and transactions have been eliminated, including right-of-use assets and right-of-use lease liability amounts.
- (c) Cash Cash includes cash on hand and cash on deposit held by one financial institution.
- (d) Restricted Cash Restricted cash is comprised of refundable priority deposits (the "Priority Deposit") received from future residents, which are held in accordance with statue, law, or regulation of the federal, state, and local government. The Priority Deposit shall be applied to the security deposit paid by the resident upon execution of a Residency and Care Agreement.
- (e) <u>Related-Party Transactions</u> The principal members of the Company and other entities, which they own or with which they are associated, are considered related parties. Management monitors cash flow at each related party entity and transfers cash on an asneeded basis.
- (f) Statutory Operating Reserve North Carolina General Statute section 58-64-33, requires licensed CCRCs to maintain an operating reserve equal to 50 percent of the total projected operating expenses (adjusted for non-cash items) in a given year. If a CCRC maintains a combined independent and assisted living occupancy in excess of 90 percent, the operating reserve amount required equals 25 percent of projected operating expenses (adjusted for non-cash items). The reserve may be funded by cash, invested cash, or investment grade securities. Management assumes that the statutory operating reserve shall be funded by an irrevocable standby letter of credit from a financial institution. Management is to fund a \$800,000 operating reserve, at its discretion, to provide additional liquidity for Community's operations.
- (g) <u>Lease Accounting</u> ASU 2016-02 requires all leases with lease terms over twelve months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement. Leases are to be classified as either finance or operating. This distinction shall be relevant for the pattern of expense recognition in the statement of operations. Upon combining the Company's projected financial statements, material lease transactions occurring during the projection period are recognized as internal lease transfers and eliminated from the financial presentation.

- (h) <u>Property and Equipment</u> Property and equipment are recorded at cost. Depreciation is calculated on the straight-line method over the estimated useful lives of depreciable assets. The cost of maintenance and repairs is charged to operations as incurred, whereas significant renewals and betterments are capitalized.
- (i) <u>Deferred Marketing Costs</u> Management has implemented ASU No. 2014-09 Revenue from Contracts with Customers and adopted the treatment of deferred marketing costs. Under the standard, the Company capitalizes marketing sales commissions associated with securing new Residency and Care Agreements as an asset and amortizes these commissions over five years, the estimated term of the respective Residency and Care Agreements.
- (j) Intangible Asset The intangible asset includes fees related to the Company's application for the CON. In accordance with accounting standards generally accepted in the United States of America, intangible assets with indefinite useful lives are reviewed for impairment in accordance with Accounting Standards Codification ("ASC") 350, Intangibles Goodwill and Other, which requires the Company to evaluate the recoverability of long-lived assets annually and whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. The Company continually evaluates whether events and circumstances have occurred that indicate the CON may warrant revision or that the remaining carrying value may not be recoverable. As permitted by ASC 350, the Company performs qualitative assessments of impairment to determine whether the value of the CON was impaired. Management assumes no impairment for the intangible asset to occur during the projection period.
- (k) <u>Debt Financing Cost</u> Cost associated with the issuance of debt is capitalized and is amortized over the term of the related debt using the straight-line method, which approximates the effective interest method. Debt issuance costs are netted against the related debt on the combined projected balance sheet and the amortization is included on the combined projected statement of operations and changes in members' equity.
- (l) <u>Income Taxes</u> The Company has elected to be treated as a partnership for income tax purposes. The Company's taxable income, its losses, and other pass-through items are reported on the members' tax returns. Accordingly, no provision for income taxes has been included in the projection.

Summary of Revenue Assumptions

The following table summarizes the move-in assumptions for the Community during the projection period.

Table 3
Assumed Quarterly Fill-Up for the
Independent Living Units/Assisted Living Units/Skilled Nursing Beds

		ndent Li		Assisted	_		Skilled Nursing Beds		
	Move-i	n Schedu	ıle (1)	Move-in Schedule (1)			Move-	in Scheo	lule (1)
		Сити	lative		Cumi	ulative		Cui	mulative
	Quarterly			Quarterly			Quarterly		
Fiscal	Move-ins	Unit	Unit	Move-ins	Unit	Unit	Move-ins	Bed	
Year/Month	Total	Total	% (2)	Total	Total	% (2)	Total	Total	Bed % (2)
2025									
1st Quarter	100	100	47%	_	_	_	_	_	_
2 nd Quarter	20	120	56%	_	_	_	_	_	_
3 rd Quarter	15	135	63%	17	17	30%	15	15	48%
4 th Quarter	10	145	68%	13	30	53%	14	29	94%
2026									
1st Quarter	15	160	75%	8	38	67%	_	29	94%
2 nd Quarter	16	176	82%	8	46	81%	_	29	94%
3 rd Quarter	16	192	90%	8	54	95%	_	29	94%
4 th Quarter	12	204	95%	_	54	95%	_	29	94%
2027									
Full Year	_	204	95%	_	54	95%	_	29	94%
Total	204	_	95%	54	_	95%	29	_	94%

Source: Management

⁽¹⁾ The Community opened in January 2025. Initial move-ins to the Assisted Living Units and Skilled Nursing Beds are assumed to begin in July 2025, with Medicare licensure of the Skilled Nursing Beds anticipated to be completed in June 2025.

⁽²⁾ Cumulative occupancy is based on 214 available Independent Living Units, 57 Assisted Living Units, and 31 Skilled Nursing Beds.

The following table summarizes the assumed utilization of the Independent Living Units, Assisted Living Units, and Skilled Nursing Beds.

Table 4
Utilization

Fiscal Years Ending December 31,	Average Units / Beds Available	Average Units / Beds Occupied	Percent Occupied
Independent Living Unit	ts ⁽¹⁾		
$2025^{(2)}$	214	133	62.0%
2026	214	167	78.0%
2027 - 2029	214	204	95.0%
Assisted Living Units			
$2025^{(2)}$	52	9	17.0%
2026	57	52	91.0%
2027 - 2029	57	54	95.0%
Skilled Nursing Beds ⁽³⁾			
$2025^{(2)}$	26	8	31.0%
2026	31	26	84.0%
2027 - 2029	31	29	94.0%

Source: Management

Independent Living and Assisted Living Revenue

Resident service revenue for the Independent Living Units and Assisted Living Units is based upon the assumed Monthly Fees for services provided to Residents and the assumed occupancy of the Independent Living Units and Assisted Living Units. Monthly Fees for the Independent Living Units and the Assisted Living Units are assumed to increase 3.0 percent annually throughout the projection period.

Skilled Nursing Revenue

Resident service revenue for the Skilled Nursing Beds is based upon the assumed Daily Fees for services provided to Residents and the assumed occupancy of Skilled Nursing Beds. Daily Fees for the Skilled Nursing Beds are assumed to increase 3.0 percent annually throughout the projection period.

⁽¹⁾ The double occupancy percentage for the Independent Living Units is assumed to be 49 percent throughout the projection period.

⁽²⁾ The Community opened in January 2025. Initial move-ins to the Assisted Living Units and Skilled Nursing Beds are assumed to begin in July 2025.

⁽³⁾ The payor mix for the Skilled Nursing Beds is assumed to be as follows throughout the projection period: Private pay: 2.0 percent; Medicare: 81.0 percent; and Managed Medicare: 17 percent.

Other Revenues

Revenue from other revenue is assumed to be derived from Community Fees, guest meals and other miscellaneous sources and is assumed to approximate 1.6 percent of annual resident service revenue throughout the projection period.

Summary of Operating Expense Assumptions

Salaries, Wages, and Employee Benefits

Salaries, wages, and employee benefits are assumed to increase 3.0 percent annually throughout the projection period.

Non-Salary Expenses

Non-salary expenses are assumed to increase 3.0 percent annually throughout the projection period.

Management Fee Expense

The Company is assumed to pay the Management Fee for the day-to-day management of the Community. The Management Fee is assumed to be based on 5.0 percent of the revenue derived from the Independent Living Units and 6.0 percent of the revenue derived from the Health Center.

Statutory Operating Reserve

The following table summarizes the projected Statutory Operating Reserve, which is calculated as a percentage of the Company's projected cash operating expenses.

Table 5
Statutory Operating Reserve Requirement
(in Thousands)

Fiscal Years Ending December 31,	2025	2026	2027	2028	2029
Projected expenses	\$ 25,729	\$ 34,243	\$ 39,631	\$ 40,254	\$ 40,890
Add: principal payments on long-term debt	_	1,300	1,891	2,007	2,131
Subtract:					
Depreciation	(5,403)	(5,773)	(5,775)	(5,777)	(5,779)
Amortization	(518)	(586)	(135)	(135)	(135)
Projected operating expenses – adjusted	19,808	29,184	35,612	36,349	37,107
Statutory Operating Reserve percent required ⁽¹⁾	50%	50%	25%	25%	25%
Statutory Operating Reserve ⁽²⁾	\$ 9,904	\$ 14,592	\$ 8,903	\$ 9,087	\$ 9,277
Occupancy of the Independent Living Units and Ass	isted Living V	Units:			
Units available, end of year	271	271	271	271	271
Units occupied, end of year	143	219	258	258	258
Occupancy Percentage	53%	81%	95%	95.%	95.%

Source: Management

⁽¹⁾ North Carolina General Statute Section 58-64-33 requires an operating reserve 50 percent or 25 percent of projected operating expenses-adjusted for occupancy of independent and assisted living below 90 percent or 90 percent or above, respectively.

⁽²⁾ Management plans to satisfy the statutory operating reserve requirement through an irrevocable standby letter of credit with a financial institution. Management also funds a \$800,000 operating reserve, at its discretion, to provide additional liquidity for Community operations.

Property and Equipment

The Company is assumed to incur routine capital additions during the projection period, along with land and construction costs associated with the construction of the Community, that are to be capitalized as property and equipment. Depreciation expense for all capital assets is computed based on the straight-line method for buildings and equipment over estimated average useful lives of 30 and 10 years, respectively. The Company's property and equipment costs, net of accumulated depreciation, during the projection period are summarized in the table below.

Table 6
Schedule of Property and Equipment (in Thousands)

	2025	2026	2027	2028	2029
Beginning balance	\$ 201,352	\$ 230,875	\$ 230,950	\$ 231,025	\$ 231,100
Routine capital additions	75	75	75	75	75
New construction additions	29,448	_	_	_	_
Capitalized interest	_	_	_	_	_
Property and equipment, cost	\$ 230,875	\$ 230,950	\$ 231,025	\$ 231,100	231,175
Less: Accumulated depreciation	(6,262)	(12,035)	(17,810)	(23,587)	(29,366)
Property and equipment, net	\$ 224,613	\$ 218,915	\$ 213,215	\$ 207,513	\$ 201,809

Source: Management

Long-Term Debt

Note Payable

On December 14, 2022, the Company entered into a loan agreement with a financial institution. The loan agreement provides for a note payable with maximum borrowings of \$154,687,500 (the "Note Payable"). The loan was used to finance the construction of the Community. The Note Payable has a variable interest rate of 2.75 percent plus the one-month term Secured Overnight Financing Rate (4.49 percent at December 31, 2024). Interest only was due at the beginning of the month starting in January 1, 2023 with principal due at maturity. The Note Payable has a maturity of December 14, 2026. During fiscal year 2024, the Company drew an additional \$78,985,970 adding to the balance of the Note Payable. As of December 31, 2024, the outstanding balance on the Note Payable was approximately \$125,240,000, net of debt issuance costs of approximately \$902,000. The Company plans to draw the remaining approximately \$29,448,000 during fiscal year 2025 to complete the construction of the Community.

Permanent Loan

For purposes of the projection, Management assumes the outstanding balance of the Note Payable shall be refinanced with a permanent loan (the "Permanent Loan") in December 2026. The Permanent Loan is assumed to approximate \$154,688,000 with a fixed interest rate of 6.0 percent per annum with monthly principal and interest payments beginning January 1, 2027. The Permanent Loan is assumed to be amortized over a 30-year period.

The following table presents the projected debt service for the Company.

Table 7
Principal and Interest Payments
(in Thousands)

	Construction Loan		Perman		
Years Ending December 31,	Principal Payment	Interest Payment	Principal Payment	Interest Payment	Total Debt Service
2025(1)	\$ -	\$ 6,560	\$ -	\$ -	\$ 6,560
2026	155,988(1)	6,931	_	_	162,919
2027	-	_	1,891	9,186	11,077
2028	_	_	2,007	9,070	11,077
2029	-	_	2,131	8,946	11,077
Thereafter	_	_	148,659	88,004	236,663
Total	\$ 155,988	\$ 13,491	\$ 154,688	\$ 115,206	\$ 439,373

Source: Management

Current Assets and Current Liabilities

Operating revenue as used below includes net resident service fee revenue derived from the Skilled Nursing Beds. Operating expenses as used below exclude amortization, depreciation, and interest expense. Management has assumed working capital components based on industry experience as outlined in the following table.

Table 8				
Working Capit	al – Days on	Hand		
Accounts receivable	45	days of operating revenues		
Inventories	10	day of operating expenses		
Prepaid expenses	4	days of operating expenses		
Accounts payable and accrued expenses	30	days of operating expenses		

Source: Management

⁽¹⁾ Includes approximately \$1,300,000 of principal for the Construction Loan.

EXHIBIT E

CONTRACT FOR INDEPENDENT LIVING CONTINUING CARE [ATTACHED]



Residency and Services Agreement

2600 Yettington Drive Raleigh, North Carolina 27608 (919) 803-6734

02/15/2022 (Revised 7/2/2024) Term of Agreement Begins:

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HAYES BARTON PLACE

RESIDENCY AND SERVICES AGREEMENT

This RESIDENCY AND SERVICES	S AGREEME	ENT (the "Agi	<u>eement</u> ") is mad	e this (day of
,, between HPB OI	BERLIN SEN	IOR HOUSIN	NG PROPCO, KF	6, L.P. and	l HBP
OBERLIN SENIOR HOUSING OP	CO KP6, L.F	., Delaware f	or-profit limited	partnership	s (the
"Company" or "Community") an	nd	ar	d	(1	herein
individually or collectively called "I	Resident"). I	f two persons	desire to share a	Residence	enter
into this Agreement, the term Resider	nt shall apply	to them jointly	y and severally ar	nd to the sur	rvivor
of them.					
Selected Residence:					
Community Fee:	\$				
Monthly Service Fee (1st Person):	\$				
Monthly Service Fee (2 nd Person):	\$				
	WITN	NESSETH:			

WHEREAS, the Company leases and operates the continuing care retirement community known as Hayes Barton Place (the "<u>CCRC</u>"), with independent living residences (each a "<u>Residence</u>" and collectively, the "<u>Residences</u>") located at 2600 Yettington Drive; Raleigh, North Carolina 27608; and

WHEREAS, the Resident desires to use and occupy the Residence selected as indicated above (the "Selected Residence") located in the CCRC's independent living building (the "Independent Living Building"); and

WHEREAS, and the Company desires to make the Selected Residence available to the Resident.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which the parties hereto acknowledge, and the full and faithful performance of all terms, covenants and conditions herein contained, the Resident and the Company hereby agree as follows:

1. <u>Eligibility Requirements and Procedures.</u>

The Resident will be qualified for admission as an occupant of the CCRC on the following terms and conditions:

a. <u>Age Criteria</u>. The requirements for admission into the CCRC are nondiscriminatory except as to age. Admission is restricted to persons sixty-two (62) years of age or older with the exception of a younger second occupant. An

underage second occupant may be approved for residency in the Residence in the Company's sole discretion but must, at a minimum, be at least fifty (50) years of age and meet the other requirements for residency in the CCRC. The Company reserves the right to limit the number of residents under the age of sixty-two (62) that will live in the CCRC.

- b. <u>Disclosure Statement</u>. Upon execution of this Agreement, the Company will provide the Resident a copy of the current CCRC's Disclosure Statement (the "<u>Disclosure Statement</u>") which fully describes the organization, facilities, policies, services, fees, financial condition, projections, and the vital information related to the CCRC. Included in the Disclosure Statement is a copy of this Agreement.
- c. <u>Application</u>. Within thirty (30) days of execution of this Agreement, the Resident will complete or update a preliminary health screen substantially in the form attached hereto as Exhibit A (the "<u>Preliminary Health Screen</u>") and a confidential financial statement substantially in the form attached hereto as Exhibit B (the "<u>Financial Statement</u>") and deliver the same (all such documents collectively referred to herein as, the "<u>Application Forms</u>") to the Company. In the case of two Residents occupying a Residence, and in the event of the death of one of the occupants, the surviving Resident will be required to submit an update of the original Application Forms within thirty (30) days after the Company's request for the same.
- d. <u>Preliminary Health Screen</u>. The Resident must be capable of living independently and must satisfy the then current independent living criteria by the Company, which criteria may be amended from time to time in the Company's sole discretion. The Resident shall provide to the Company an internal Preliminary Health Screen completed by the Resident's primary physician and certifying that the Resident meets the independent living criteria within the period outlined in Section 1.d. of this Agreement.
- e. <u>Financial Condition</u>. The Company must be satisfied that the Resident has the financial income and assets to pay the Monthly Service Fee (as defined in Section 7.d. of this Agreement), extra meal charges, charges for additional services, personal living expenses, and the future adjustments of these charges during the term of this Agreement. The Resident shall provide to the Company a Financial Statement within the period outlined in Section 1.d. of this Agreement. After the Occupancy Date, the Company may require an updated Financial Statement.
- f. <u>Interview</u>. The Resident must have an interview with a representative from the Company prior to being approved for residency in the CCRC. This interview may include a non-medical assessment of the Resident(s) as an initial step in determining whether the requirements for residency may be met.
- g. <u>Health Insurance</u>. Prior to the Occupancy Date, the Resident shall provide evidence of health insurance coverage to the Company at a level reasonably satisfactory to the Company.

- h. Review of Application. The Company will review the completed Application Forms as a basis for initial approval for residency in the CCRC. The Company will accept or deny an application based on the criteria and policies it has established, as the same may be amended from time to time. The Company will notify the Resident in writing of its decision on the application. If the application is denied, this Agreement will automatically terminate.
- i. <u>Physician's Report</u>. Thirty (30) days prior to the Occupancy Date (as defined in Section 1.n. of this Agreement), the Resident is required to submit to the Company an updated Preliminary Health Screen. The Company will respect the privacy of the Resident's personal health information and is committed to maintaining the Resident's confidentiality.
- j. <u>Representations and Warranties</u>. The Resident affirms that the representations made in the Application Forms or other statements of financial capability are accurate and reflect the Resident's current status. The Resident acknowledges that such representations are the basis for which the Company agrees to enter into this Agreement.
- k. <u>Authorization to Release Medical Information</u>. As a part of the application process, the Resident agrees to execute any such authorization forms as required by the Company to obtain the information concerning the Resident's medical history and condition necessary to enable the Company to adequately evaluate whether the Resident is appropriate for residency in the CCRC.
- 1. Will, Durable Power-of-Attorney and Healthcare Directives. Thirty (30) days prior to the Occupancy Date, the Resident shall have in place a valid and enforceable will, identifying an Executor of the Resident's estate, that provides for the distribution of his or her assets and personal effects. Such will or other document of instruction shall include adequate provisions regarding burial or cremation directions and other funeral arrangements. Furthermore, prior to the Occupancy Date, the Resident shall deliver, and during the term of this Agreement shall maintain, a valid and effective North Carolina Durable Power of Attorney (the "Power-of-Attorney") and a living will or health care Power-of-Attorney (the "Health Directive") enforceable in accordance with the laws of the State of North Carolina. The Power-of-Attorney shall designate as the Resident's attorney in-fact any responsible person, including but not limited to, a lawyer, banker, or relative, to act on behalf of the Resident in the managing of the Resident's affairs and filing of the Resident's insurance or other benefits as fully and completely as if the Resident were acting personally. The Power-of Attorney shall be in such form that survives the Resident's incapacity or disability and otherwise be satisfactory to the Company. The Health Directive shall name a responsible person capable of making health care decisions in the case of incapacity or emergency.
- m. <u>Notification of Availability</u>. If the Resident is approved for residency in the CCRC, the Company will notify the Resident of the projected date of availability for occupancy (the "<u>Notice of Availability Date</u>") and the Resident will have sixty (60)

days from date of the Notice of Availability Date to occupy the Residence (the date of occupancy hereinafter referred to as the "Occupancy Date") and begin paying the Monthly Service Fee. If the Resident is not approved for residency in the CCRC, this Agreement shall be terminated and all payments made by the Resident before such termination, except, as the case may be, a service charge of One Thousand Dollars (\$1,000.00) and less any charges specifically incurred by the Company at Resident's request and set forth in Exhibit C of this Agreement or in writing in a separate addendum to the Agreement, signed by the Resident and the Company. Such refund shall be paid shall be paid by the Company within thirty (30) days.

2. Basic Services and Programs.

Subject to the terms and conditions of this Agreement, the following basic services (collectively "Basic Services") are included in the Monthly Service Fee (defined below):

a.	<u>Description of Residence</u> . The Resident shall be entitled Residence	to the exclusive use of located in the CCRC's
	Independent Living Building.	
b.	<u>Appliances and Furnishings</u> . The Residence shall include t and furnishings:	he following appliances

☑ Window coverings
 ☑ Electric range
 ☑ Refrigerator/freezer with icemaker
 ☑ Microwave
 ☑ Standard flooring
 ☑ Self-cleaning oven
 ☑ Garbage disposal
 ☑ Dishwasher

 \boxtimes Washer and dryer \boxtimes Smoke and fire detectors

☐ Climate control system ☐ Water heater

 \boxtimes 24-hour emergency call system \boxtimes Other permanent fixtures

All other appliances and furnishings are to be provided by Resident.

c. <u>Utilities</u>. The following utility fees are included in the Monthly Service Fee:

oximes Heating oximes Air conditioning

⊠Water
⊠ Sewer

⊠Gas
⊠ Electricity

⊠Basic cable television
⊠ Pest control

⊠Internet
⊠ Trash removal

d. <u>Meals</u>. As part of the Monthly Service Fee, the Resident shall be given a monthly declining balance meal plan credit (the "<u>Declining Balance Meal Credit</u>"). The Resident shall be entitled to dine in any of the CCRC's dining options and charges for the food and beverages of the Resident and any guest of the Resident shall be deducted from such Declining Balance Meal Credit. Upon termination of this

Agreement, any unused portion of the Declining Balance Meal Credit shall be forfeited. If the monthly charges of the Resident exceed the amount of the monthly Declining Balance Meal Credit, such additional charges shall be billed to the Resident on a monthly basis.

- e. <u>Housekeeping Services</u>. The Resident agrees to keep the Residence in a clean and orderly condition. On a weekly basis, the Company will provide basic housekeeping services in the Residence. Please refer to basic cleaning schedule provided to resident at time of move in.
- f. <u>Maintenance Services</u>. The Company will be responsible for normal wear and tear, maintenance and replacement of the property, furnishings and equipment owned by or leased by the Company for use in the CCRC. The Resident will be responsible for any damage to such property, furnishings and equipment, including the cost of repair or replacement or the diminution in value thereof, caused by the Resident, the Resident's guests or the Resident's pets. The Resident will be responsible for the maintenance and repair of the Resident's personal property.
- g. <u>Changes to Residence</u>. Any structural or physical change or redecoration and remodeling of any kind within or outside the Residence may only be made by the Resident only with the prior written consent of the Company, which shall be granted at the Company's sole discretion, and at the sole expense of the Resident. All such improvements or changes shall be the property of the Company. Upon vacating the Residence, the Resident, or the Resident's estate, shall be responsible for the costs of returning the Residence to the condition that existed prior to the Resident taking possession of the Residence.
- h. <u>Grounds Keeping</u>. The Company will maintain and repair the CCRC's grounds, including lawns, trees and shrubbery. Personal plantings and customization of landscaped areas are subject to the Company's approval.
- i. <u>Use of CCRC Common Areas</u>. The Resident has the non-exclusive right, along with other residents, to use the CCRC's common areas, including, but not limited to, the dining rooms, lounges, lobbies, library, social and recreational rooms and designated outdoor activity areas.
- j. <u>Use of the Wellness Center</u>. The Company will provide health and wellness programs and services at its on-site wellness center (the "<u>Wellness Center</u>"), including use of fitness equipment, exercise classes, use of an indoor heated pool and certain wellness education programs. The Resident will be advised of any required fee for a wellness program before enrolling in such program.
- k. <u>Programs</u>. Recreational, social, educational and cultural programs will be coordinated by the CCRC's staff. Some activities are subject to an additional charge.

- 1. <u>Parking</u>. The Company will provide parking areas for one personal vehicle and limited parking for the Resident's guests. The Company will provide parking areas for two personal vehicles for Flats and Townhomes.
- m. <u>Transportation</u>. The Company will provide scheduled transportation to locations routinely visited by residents of the CCRC such as shopping centers, medical offices and social events. Some transportation is subject to an additional charge.
- n. <u>Emergency Response System</u>. The Company will provide, on a twenty-four (24) hour basis, an emergency call system. Response to a call shall be limited to an evaluation of the Resident's needs. If other medical response is determined to be necessary, the Resident is responsible for any costs associated with such other medical response, including emergency medical transportation.
- o. <u>Insurance</u>. The Company will maintain general liability and hazard insurance on the property within the CCRC owned or leased by the Company, but will not be responsible for the Resident's personal property.

3. Optional Services.

A schedule of fees for services provided at extra cost including, but not limited to those optional services described below (collectively "Optional Services"), shall be established by the Company and shall be made available to the Resident. The Optional Services currently expected to be offered by the Company include the following:

- a. <u>Transportation Services</u>. If the Resident requests transportation in addition to that provided as a Basic Service, the Company may provide such transportation service provided that the Company has adequate transportation staff available at such date and time and to destinations that the Company identifies as being within the geographic area of transportation services.
- b. <u>Food Services</u>. If the Resident requests food services or catered services in addition to those provided as a Basic Service, the Company may provide such additional food services or catered services for an additional cost.
- c. <u>Tray Service</u>. The Resident may request that meals be delivered to the Residence ("<u>Tray Service</u>") for a delivery charge; provided however, that Tray Service may not be requested for more than three (3) consecutive days except at a physician's or nurse's direction.
- d. <u>Activities</u>. Due to their special nature, a special fee may be required for some wellness and life enrichment programs.
- e. <u>Additional Housekeeping Services</u>. If the Resident requests or requires housekeeping services in addition to those provided as a Basic Service, the Company may provide such services if staff is available to provide such services.

- f. <u>Spa Services.</u> Spa and personal care services in the Wellness Center will be available in accordance with a published fee schedule.
- g. <u>Upgraded Television Channels.</u> Upgraded television channels will be available to the Resident in accordance with a published fee schedule.
- h. <u>Additional Parking</u>. Additional parking, including garage parking if available, may be made available to the Residents in accordance with a published fee schedule.
- i. <u>Personal Emergency Transmitter.</u> The provision of a Personal Emergency Transmitter ("<u>PET</u>") which shall transmit to the CCRC Concierge Desk.

4. Terms of Residence.

- a. <u>Term of Agreement</u>. The initial term of this Agreement shall be for thirteen (13) months beginning on the Occupancy Date (the "<u>Term</u>"). After the initial Term, this Agreement will automatically renew for additional thirteen (13) month periods, unless terminated in accordance with Section 8 below. Prior to the expiration of the initial Term or any renewal Term, the Company reserves the right to present the Resident with a new version of the Residency and Services Agreement for signature by the Company and the Resident.
- b. <u>Nature and Extent of Rights</u>. The Resident's right to occupy the Residence shall exist and continue unless terminated as provided in this Agreement. Nothing contained herein shall be construed or is intended to require that the Company care for the Resident after expiration or termination of this Agreement.
- c. <u>Terms of Occupancy</u>. Signing of this Agreement does not deliver title to real or personal property, and this Agreement may not be assigned, transferred, inherited or devised. Any rights, privileges, benefits, or interests created by or under this Agreement shall be subordinated to any mortgage, deed of trust, or other security interest created on any of the premises or interests in the real estate comprising the CCRC and to all amendments, modifications, replacements or refunding thereof. The Resident agrees to execute and deliver any document required by the Company or by the holder of any mortgage, deed of trust or other interest to evidence or effect such subordination.
- d. <u>Alteration or Modification</u>. Notwithstanding any other provisions in this Agreement, the Company may alter or modify the Residence to meet requirements of any statute, law or regulation of the federal, state or local Government. The Resident may not, without prior written consent of the Company, make any alterations or modifications to the Residence.
- e. <u>Use</u>. The Residence shall be used for residential purposes only and shall not be used for business or professional purposes, or in any manner in violation of any zoning or health ordinances.

- f. Permitted Occupants. The Resident(s) named herein and no other person shall reside in or occupy the Residence during the term of this Agreement, except with the express prior written approval of the Company. If a second occupant who is not a party to this Agreement is accepted for residency in the CCRC after the date of this Agreement, such acceptance shall be subject to the approval of the Company and adherence to policies then governing all other admissions and such second resident shall enter into a Residency and Services Agreement. If the second occupant does not meet the requirements for residency, or does not execute a Residency and Services Agreement, he or she shall not be permitted to occupy the Residence.
- g. Transfers. Should the Resident desire to transfer to another Residence, the Resident must notify the Company in writing. Following receipt of this request, and subject to availability, the Company may grant the Resident an option to move to the next available Residence of the type requested. Upon transfer to a new residence, the Monthly Service Fee for the month in which the move takes place shall be prorated to reflect the percentage of the month that the Resident spends in each type of residence. With all transfers, there will be an up-fitting charge for the vacated residence based on the current rate established by the CCRC at the time of the transfer. The Resident will move all furnishings and belongings to the new residence within ten (10) days of the established occupancy date for the new residence. Any moving expense will be the responsibility of the Resident.
- h. <u>Death or Transfer of One Resident</u>. If one of the Residents named herein dies, moves out or is permanently transferred to the Healthcare Center or any other nursing center, the remaining Resident will continue to be bound by the terms of this Agreement except that the Monthly Service Fee will be reduced to the Monthly Service Fee applicable to a single resident then in effect.
- i. <u>Rules and Regulations</u>. The Resident and its guests and invitees shall comply in all respects with the CCRC's operating rules and regulations (the "<u>Rules and Regulations</u>") established by the Company from time to time. The Company may revise or amend such Rules and Regulations at any time in its sole discretion. A copy of the Rules and Regulations will be made available to the Resident.
- j. Pets. Subject to the prior written consent of the Company, which such consent shall be at the sole and absolute discretion of the Company, pets may be permitted in the Residences. All pets must be on a leash at all times while not in a Resident's Residence. Pets must be healthy, have current shots and rabies immunization, and be free of fleas and other parasites. The Resident must provide the Company with documentation that their pets have received all required shots and immunizations. The Resident is responsible for any costs expended by the Company for the failure of the Resident to adhere to the CCRC's pet policy, including, but not limited to, the cost of disinfection, cleaning and fumigation. Pets are prohibited in the dining spaces, the Wellness Center, the multipurpose room, the chapel, and the art space and activity rooms. The Resident understands and agrees that the pet must be removed from the Residence, upon fourteen (14) days' prior written notice from

the Company, if the pet becomes a nuisance to other residents of the CCRC, as determined by the Company in its sole and absolute discretion. The Resident agrees that if the Resident has been approved to have a pet living in the Residence, and elects to do so, the Resident shall pay a non-refundable pet fee in the amount posted at the time the pet is registered.

k. <u>Smoking Policy</u>. The CCRC is smoke-free. No smoking is permitted in the Residence (to include any balconies) or in any other building or location in or on the CCRC's premises. The Resident agrees to abide by the CCRC's Rules and Regulations concerning smoking.

5. <u>Nursing and Healthcare Services</u>.

The CCRC will provide the Resident temporary or permanent assisted living services, skilled nursing services and memory support services (collectively the "Healthcare Services") in the healthcare center adjacent to the CCRC (the "Healthcare Center"). A number of the beds in the Healthcare Center have been designated as "closed beds" under state laws and/or regulations and, as such, are reserved for Residents (the "Closed Beds"). In the event that these Closed Beds are fully occupied, the Resident will be given priority access to the available unreserved beds (the "Open Beds"). Service in the Healthcare Center shall be provided within the limits of the Company's license.

If the appropriate level of Healthcare Services based upon the needs of the Resident may not be obtained or are not provided within the Healthcare Center, such level of care must be obtained from another provider of healthcare services, including, but not necessarily limited to, a hospital, and the costs of those services shall be the sole responsibility of the Resident. The Resident (i) acknowledges and agrees that the Company will not be responsible for any claims, damages or expenses resulting from injury or death suffered by the Resident that is caused by, attributable to or in any way connected with the negligence or intentional acts or omissions of the physicians, employees or agents of any such other provider of healthcare services and (ii) releases the Company from liability for any such claims, damages or expenses.

6. Transfers of Resident.

a. <u>Direct Transfer to the Healthcare Center</u>. If after the execution of this Agreement and prior to the Occupancy Date, the Resident's health or mental condition is such that, in the sole discretion of the Company, the Resident no longer meets the qualifications to live independently in the CCRC, and this Agreement is not otherwise terminated, the Resident may be transferred directly to the Healthcare Center. All fees and other charges due must be paid prior to any direct transfer. In the event there is more than one Resident occupying the Residence, and one Resident is transferred directly to the Healthcare Center, the other Resident shall continue to be obligated under this Agreement and pay the required Monthly Service Fee applicable to a single resident then in effect.

In the event the Healthcare Center is not yet completed and licensed to operate and the Resident's health or mental condition is such that, in the sole discretion of the Company, the Resident is precluded from living independently in the CCRC (the "Healthcare Transfers"), the Company will enter into a Transfer Agreement with a skilled nursing facility in reasonable proximity to the Company (the "Transfer Facility") pursuant to which the Transfer Facility shall agree to accept appropriate Healthcare Transfers from the Company. The Company will provide transportation to the Healthcare Transfers to the Transfer Facility until such time as the Healthcare Center is available; provided however, the cost of the care at such Transfer Facility will be the responsibility of the Healthcare Transfer.

- b. Transfers to the Healthcare Center. The Resident agrees that the Company shall have the right to determine whether the Resident should be temporarily or permanently transferred from the Residence to the Healthcare Center or from one level of care at the Healthcare Center to another level of care at the Healthcare Center. Such determination shall be in the Company's sole discretion and based on the professional opinion of the medical director of the Healthcare Center and the executive director of the CCRC that the Resident is no longer able to live independently or that living in the Residence will endanger the Resident or the health and/or safety of others. Should the Resident fail to cooperate with a transfer of the Resident requested by the Company, the Company shall have the right to terminate this Agreement and the Resident shall no longer be permitted to live in the CCRC.
- c. <u>Transfer Outside the CCRC</u>. If, in the opinion of the Company, the physical or mental condition of the Resident requires services beyond that which can be provided by the facilities or personnel in the CCRC and the Healthcare Center or is beyond the scope of the services provided for in this Agreement, the Company may require that the Resident be temporarily or permanently transferred to a hospital, center, institution or other care environment equipped to give such care; provided however, the cost of the care at any such outside facility will be the responsibility of the Resident.
- d. Relinquishment of Residence upon Permanent Transfer to the Healthcare Center or Outside Facility. If, in the sole discretion of the Company, the Resident's transfer to the Healthcare Center or to an outside facility is considered permanent, the Resident shall relinquish the Residence and this Agreement shall terminate, unless there is a second Resident currently occupying the Residence or unless otherwise approved by the Company.

7. Fees and Charges.

The following is a list of the fees and charges expected to be charged to the Residents of the CCRC.

a. <u>Priority Deposit Fee</u>. Upon execution of this Agreement, if the Resident previously paid a Priority Deposit pursuant to the Priority Partner Agreement, the Priority

- Deposit shall be applied to the first month's Monthly Service Fee as required by this Agreement.
- b. <u>Community Fee.</u> Upon the execution of this Agreement, the Company shall charge and the Resident shall pay a non-refundable (except as defined in Section 7.h. of this Agreement) Community Fee equal to two (2) times the current Monthly Service Fee (as defined in Section 7.c. of this Agreement) (the "<u>Community Fee</u>") as identified on page 1 of this Agreement and in Exhibit C attached hereto. The Community Fee entitles Residents priority access to all services and amenities of the Community once Residence is occupied. A Community Fee will not be charged to Residents upon any renewal of this Agreement.
- Monthly Service Fees. Throughout the Term, the Resident shall pay to the c. Company a Monthly Service Fee (the "Monthly Service Fee") as identified on page 1 of this Agreement and in Exhibit C attached hereto, for a single Resident. If the Residence will be occupied by two Residents pursuant to this Agreement, an additional monthly amount identified on page 1 of this Agreement and in Exhibit C attached hereto shall be paid by the second Resident. The Monthly Service Fee shall be paid by the Resident on or before the fifth (5th) day of each month for Basic Services to be rendered that month with the first payment due on or before the Occupancy Date. The Monthly Service Fee shall be due regardless of whether or not the Residence is actually occupied by the Resident on the scheduled Occupancy Date and such Monthly Service Fee will not be adjusted if the Resident is voluntarily absent from the CCRC at any time after such date. If the Resident obtains possession of the Residence prior to the first of a month, the Resident shall pay the Company the first Monthly Service Fee on a pro-rata basis based on the actual number of days contained in the month. If this Agreement does not terminate at the expiration of the initial Term or a renewal Term, the Monthly Service Fee may continue to be payable beyond the date of termination as set forth in Section 8 below.
- d. <u>Adjustments to Monthly Service Fees</u>. The Company reserves the right to change the amount of the Monthly Service Fee upon thirty (30) days' written notice prior to any renewal of this Agreement. Adjustments to the Monthly Service Fee will be made as may be reasonably necessary according to the economic requirements and conditions of the CCRC, the level and quality of services provided to the residents of the CCRC and consistent with operating on a sound financial basis. The Company may adjust the Monthly Service Fee prior to occupancy of the Residence by the Resident if changes in the projected costs of providing the services at Community so require.
- e. <u>Fees for Optional Services</u>. The Resident shall receive a monthly statement from the Company showing the total amount of fees and other charges owed by the Resident, which shall be paid by the fifth (5th) day of each month. A list of fees for recurring Optional Services the Resident has elected to purchase as of the date of this Agreement is attached hereto as Exhibit C.

- f. Healthcare Center Fees and Charges. The Healthcare Center will consist of accommodations, equipment and staffing necessary for assisted living, skilled nursing care and memory care services on a temporary or permanent basis. The Company shall establish and publish per diem rates for accommodations and services at the Healthcare Center. Each calendar year, the Resident shall receive a ten percent (10%) discount on fees the Resident accrues during its first thirty (30) days of residency in the Healthcare Center (each day being a "Discounted Fee Day"). The Resident may not carry any unused Discounted Fee Days over to the following calendar year. Fees for residency in the Healthcare Center shall otherwise be payable in accordance with the Residency and Services Agreement and in accordance with the then published Healthcare Center per diem charge.
- g. <u>Fees for Occupancy in the Healthcare Center</u>. In the event the Resident is transferred to the Healthcare Center, as determined in the sole discretion of the Company, the Resident shall pay the then published Healthcare Center per diem charge plus charges for other services not included in the Healthcare Center per diem charge, subject to available Discounted Fee Days. In addition, the Resident shall continue to be responsible for the Monthly Service Fee and other charges payable under this Agreement.
- h. Refund of Fees. If the Resident cancels during the Rescission Period (as defined in Section 8.a.i of this Agreement), the Priority Deposit, and Community Fee (and any other fees paid by Resident) in accordance with this Residency and Services Agreement will be refunded to the Resident, without interest, less a service charge of One Thousand Dollars (\$1,000.00) and less any charges specifically incurred by the Company at Resident's request and set forth in Exhibit C of this Agreement or in writing in a separate addendum to the Agreement, signed by the Resident and the Company. Any refund shall be paid within thirty (30) days after the Company's receipt of the Resident's written notice of rescission. The Community Fee becomes non-refundable after the Rescission Period.
- i. <u>Failure of the Community to be Developed.</u> Should the Company determine that there is not sufficient interest to support the proposed Community, the Company shall refund the Priority Deposit and Community Fee (and any other fees paid by Resident) in accordance with the Residency and Services Agreement.
- j. <u>Late Charges</u>. The Company will charge a one percent (1%) late payment charge per month on any Monthly Service Fees and extra charges that have not been paid within five (5) days after their due date.

8. Termination.

a. <u>Termination by Resident</u>. Upon the termination of this Agreement, the Resident shall have no further right to reside in the CCRC. The Agreement may be terminated or cancelled by the Resident under the following terms and conditions:

- i. Rescission During First Thirty (30) Days. The Resident may terminate this Agreement for any reason within thirty (30) days following the later of the execution of this Agreement or receipt by the Resident of the Disclosure Statement (the "Rescission Period"), and the Resident is not required to move into the facility before expiration of the Rescission Period. The Resident's termination of this Agreement during the Rescission Period is without penalty, and all payments made by the Resident before such termination, less a service charge of One Thousand Dollars (\$1,000.00) and less any charges specifically incurred by the Company at the Resident's request and set forth in Exhibit C of this Agreement or in writing in a separate addendum to the Agreement signed by the Resident and the Company. Any refund shall be paid within thirty (30) days after the Company receives written notice of the Resident's election to terminate this Agreement.
- ii. Termination After Rescission Period but Prior to the Occupancy Date. For Residents electing to reside in a Residence, the Resident may terminate the Residency and Services Agreement for any reason after the Rescission Period but prior to the Occupancy Date upon written notice to the Company. In the event of such termination, the Resident shall be entitled to a refund of all monies paid to the Company, except, as the case may be, the Community Fee, and any costs or other charges that the Resident and the Company agree in advance are non-refundable.
- iii. General Termination Right. The Resident may terminate this Agreement at any time for any reason by giving the Company thirty (30) days' written notice signed by the Resident (or both of them if there are two Residents). In the event of termination by the Resident for reasons other than those permitted in this Agreement, the Resident shall pay the Company for all Optional Services rendered by the Company to the Resident through the date of termination and shall continue to be liable for the Monthly Service Fee until the date that all of the Resident's personal belongings are removed from the Residence. In addition, the Resident shall be responsible for payment of liquidated damage of one month's rental charge, calculated at then current market rate.

b. Termination by Death or Serious Illness.

i. Termination by Death or Serious Illness Prior to the Occupancy Date. If, prior to the Occupancy Date, the Resident dies or is precluded from living in the CCRC under the terms of this Agreement as a result of serious illness, injury, non-qualification or incapacity, this Agreement will automatically terminate. In the event this Agreement is terminated as provided for in this subsection, the Resident or the Resident's estate shall be entitled to a refund of any amounts paid to the Company, except, as the case may be, a service charge of One Thousand Dollars (\$1,000.00) and for costs or other charges that the Resident and the Company agree in advance are non-refundable.

Such refund shall be paid by the Company within thirty (30) days after this Agreement is terminated pursuant to this subsection. The foregoing notwithstanding, if there is more than one Resident, this Agreement will continue to be binding on the surviving or eligible Resident until this Agreement is terminated as to or by the surviving Resident as provided for herein.

ii. Termination by Death or Serious Illness After the Occupancy Date. If the Resident dies after the Occupancy Date or the Resident is precluded from living in the CCRC under the terms of this Agreement as a result of serious illness, injury, or incapacity and the serious illness, injury or incapacity is not otherwise addressed by the provisions of Section 6, then this Agreement shall terminate. In such event, the Resident or the estate of the Resident shall pay for any Optional Services rendered to the Resident through the date of termination and shall continue to be liable for the Monthly Service Fee until the date that all of the Resident's personal belongings are removed from the Residence and the Residence can be made ready for re-occupancy. The foregoing notwithstanding, if there is more than one Resident, this Agreement will continue to be binding on the surviving or eligible Resident until this Agreement is terminated as to or by the surviving Resident as provided for herein.

c. <u>Termination by the Company.</u>

- i. <u>Termination by the Company Prior to the Occupancy Date</u>. If, in the Company's sole discretion, the Resident does not satisfy the criteria for occupancy in the CCRC, this Agreement shall terminate upon the Company's notification to the Resident of non-approval. In such event, all amounts paid to the Company shall be refunded to the Resident within thirty (30) days after the Company provides the Resident notice of non-approval.
- ii. <u>Termination by the Company after the Occupancy Date</u>. The Company may terminate this Agreement upon thirty (30) days written notice to the Resident in the event of the following:
 - (1) The Resident fails to make payments to the Company of any amounts when due and such failure is not cured within fifteen (15) days after notice is given to the Resident;
 - (2) The Resident consistently fails to comply with any term of this Agreement not involving the payment of money or any provisions of the Rules and Regulations and the Resident fails to cure such non-compliance within seven (7) days after written notice from the Company; or
 - (3) The Resident or the Resident's authorized representative makes a material misrepresentation or omission in the information provided to

the Company for its consideration of the Resident for residency in the CCRC.

- iii. <u>Immediate Termination</u>. If the Company determines in its sole and absolute discretion that the Resident's behavior interferes with or threatens to interfere with the safety of the Resident or the quiet enjoyment or safety of other residents, visitors and/or staff of the CCRC, or if the Resident's behavior is a detriment to other residents, visitors, and/or staff of the CCRC, the Company may immediately terminate this Agreement and the Resident shall promptly vacate the Residence. In such event, the Resident shall pay the Company for all Optional Services rendered by the Company through the date of termination and shall continue to be liable for the Monthly Service Fee until all of the Resident's personal belongings are removed from the Residence.
- iv. <u>Effect of Termination by the Company after the Occupancy Date</u>. In the event the Company terminates this Agreement after the Occupancy Date pursuant to subsection c.ii or c.iii above, the Resident shall promptly vacate the Residence, but shall pay the Company for all Optional Services rendered by the Company through the date of termination and shall continue to be liable for the Monthly Service Fee until the date that all of the Resident's personal belongings are removed from the Residence.

9. Miscellaneous.

- a. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the Resident and the Company. All prior discussions, agreements and negotiations are superseded by this Agreement.
- b. <u>Successors and Assigns</u>. The rights and privileges of the Resident under this Agreement, including but not limited to the right to and use the facilities of the CCRC under the terms of this Agreement, may not be transferred or assigned under any circumstances. The Company may transfer or assign this Agreement without the consent of the Resident. Except as provided for herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the Company and to the heirs, executors, personal representatives, any attorney-in-fact and administrators of the Resident.
- c. <u>Severability</u>. If any provisions of this Agreement are held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such provision had not been included.
- d. <u>Indemnity</u>. The Resident shall indemnify, defend and hold the Company harmless from any and all claims, damages or expenses, including attorney's fees and court costs, resulting from any injury or death to persons or damage to property caused

by, resulting from, attributable to or in any way connected to the Resident's negligence or intentional act or omission.

- e. <u>Joint and Several Liability</u>. If there is more than one Resident, the rights and obligations of each of the Residents are joint and several, unless otherwise provided in this Agreement.
- f. <u>Notice Provisions</u>. Any notices, consents or other communications to the Company shall be in writing and addressed to all of the following parties:

Executive Director HBP Oberlin Senior Housing OPCO KP6, L.P. Mailing Address: 2600 Yettington Drive

Raleigh, North Carolina 27608 (919) 803-6734

The Resident's address for the purpose of receiving notice under this Agreement prior to the Occupancy Date will be the address following the Resident's signature below. The address of the Resident for purposes of receiving notice under this Agreement after the Occupancy Date shall be the address of the Residence.

- g. <u>Religious or Charitable Affiliations</u>. The Company is not affiliated with any religions or charitable organization
- h. <u>Acknowledgement of Receipt of Disclosure Statement</u>. The Resident acknowledges that the he or she has received a copy of the current Disclosure Statement of the CCRC.

Initials	Resident	
	Resident	

i. <u>Reading and Signing of Agreement</u>. By signing this Agreement below, the Resident represents that he or she has read and agrees to all of the terms of this Agreement.

[Signatures begin on following page]

The Company and the Resident have signed this Agreement to be effective as of the date set forth on the first page.

	RESIDENT:
Print Name:	
11001000	
	RESIDENT:
Print Name:	
Signature:	
	HBP OBERLIN SENIOR HOUSING OPCO KP6, L.P.:
By:	
	, Authorized Representative
Date:	

EXHIBIT A

FORM OF PRELIMINARY HEALTH SCREEN



HAYES BARTON PLACE

Hayes Barton Place is a continuing care retirement community designed especially for older adults who are able to care for themselves, but choose to have certain services provided for them. Services include meals, housekeeping, maintenance, transportation and recreational activities.

Authorization for Release of Information

<u> </u>	hereby	authorize	my	attending	physician,
and his/her	r represent	atives to dis	cuss ar	nd answer ar	y questions
regarding the attached form with the Execu	itive Direc	tor. In additi	on, this	authorizatio	n will serve
as permission to release any additional me	edical reco	rds if reques	ted. Th	is form valid	d for six (6)
months from the date it has been signed.					
Signature of Resident		_			
Address of Address		_			
		_			
Date:					



HAYES BARTON PLACE

Medical History & Physical Exam

Applicant's Na	me:					
	Last			First		Middle
Date of Birth:	//		Ht	Wt	B/P	_ P
Vision:	Poor	_Fair	Good	Glasses:		
Hearing:	Poor	_ Fair	Good	Deaf :	Hearing A	.id:
Ambulation:				W/C o No	Aggistive Dev	riaa Naadad
Allergies:	Transfers Sen	1	es ofn	ONO	Assistive Dev	vice needed
Current Medica	ation and Dosa	age (incl	uding PRN	medications):		
Smoking: Curi				Past		_
Drug/Alcohol U	<u>Jse</u> :					
Oxygen Use:	Dependen	t P	RN	HS		

Review of Systems	Positive Findings
Eyes	
ENT	
Cardiovascular	
Respiratory	
Gastrointestinal	
Genitourinary	
Musculoskeletal	
Integumentary	
Neurological	
Psychiatric	
Endocrine	
Hematologic/Lymphatic	
Allergic/Immunologic	
 Able to walk 25 Able to perform Able to do own l Able to prepare l Able to shop for Able to administ Manages financi Recognize own l Continent or self 	the, eat, toilet and ambulate without assistance feet or more to dining room chairs light daily tasks such as dishwashing, bed making aundry, including moving wet clothes from washer to dryer ight meals groceries, put away groceries, etc er own medication in correct dosages at correct time al matters (budgets, writes checks, pays rent/bills) health needs and able to schedule own medical appointments manages incontinence; no urine on garments use of narcotics, sedatives or alcohol? If yes, please explain:
Does this person require a sp	pecial diet? If yes, please explain:
Does this person exhibit sign	ns of senility or dementia? If yes, please explain:
emergency and make an exi	erson have the sensory, mental and physical ability to perceive an t from this building, including ascent or descent of stairs without the or any mechanical device? If no, please

In your opinion, is this person able to live independently?YesNo	
In your opinion, does this person need nursing or convalescent care, i.e., Assisted or Skilled Nursing Care routinely provided in a community subject to licensure by the State Department of Health?YesNo	ıf
Signature of Physician	
Name of Physician (print)	
Address:	
Phone #: Date:	

EXHIBIT B

FORM OF FINANCIAL STATEMENT



HAYES BARTON PLACE

Financial Statement

Date of Birth:

Name:					Date of Birth:		
Address:				Phone:			
Personal Data	Υe	es*	N	lo	Ar	nnual Income	
	Α	В	Α	В		А	В
Do you have a will?					Wages		
Do you have a trust?					Bonus		
Do you have a Long Term Care Policy?					Interest Income		
What are the daily rates for AL? SN?					Dividend Income		
Are you involved in any suits or legal actions?					Other Investment Income		
Are all personal income taxes current?					Rental Income		
Are there any assets pledged or encumbered?					Gen/Ltd Partnership		
Do you have any contingent liabilities?					Pension/Annuity Income		
					Social Security		
					Other Income		
					Total	\$	\$

Name: _____

^{*} Yes answers may require detailed responses

Assets	Liabilities	
Cash in Bank or Financial Institution (Sch. 1)	\$ Notes Payable/Other Loans/Pmts Due (Sch. 9)	\$
Cash surrender value of life insurance (Sch. 2)	\$ Loans on Life Insurance (Sch. 2)	\$
Notes and Accounts Receivable (Sch. 3)	\$ Loans on Personal Property (Sch. 6)	\$
Marketable Stocks and Bonds (Sch. 4)	\$ Real Estate Mortgages (Sch. 7)	\$
Partnership/ S Corp Interests (Sch. 5)	\$ Taxes Due	\$
Deferred Income (Years Deferred:)	\$ Credit Card Debt	\$
Real Estate (Sch. 7)	\$ Proprietorship Liabilities	\$
Vested Interest in Retirement / 401K (Sch. 8)	\$ Partnership Liabilities (Sch. 5)	\$
Personal Property (Sch. 6)	\$ Other Liabilities	\$
Other Assets	\$	\$
	\$	\$
	\$ TOTAL LIABILITIES	\$
	\$ NET WORTH	\$
TOTAL ASSETS	\$ TOTAL LIABILITIES & NET WORTH	\$

Attach additional sheets, if necessary

Schedule 1: Cash in Bank or Financial	Institution									
Name of Bank or Financial Institution Check			king Savings or CD's				Are these accounts pledged?			
	Total	\$		\$						
Schedule 2: Life Insurance										
Name of Insured	Benefi	ciary	Face Am	nount		Cash Value	e F	olicy L	.oans	Assigned to:
<u> </u>		Total	\$		\$		\$			
										4
Schedule 4: Schedule 3: Notes and Acc	ounts Receivabl	le								
Name			Amount					Due Date		
		Total	\$							
Schedule 4: Schedule 4: Marketable Sc	ecurities									
Security Name		# Shares	Registered To			Cos	Cost		Market Value	
	•					Total	\$		\$	
Schedule 5: Partnership / S Corp Inter	ests									
Name			Ownership % Partnership			ship Equity			Debt	
				1				Total	\$	
Schedule 6: Personal Property										
Description	Val	ue	Bala	ance		Pa	yment			Lender
,							•			

Total \$

Schedule 7: Real Estate						
Description	Value	Bala	ance	Payment		Lender
Total	\$	\$		\$		
Schedule 8: Vested Interest in Retireme	ent and 401 (k) Plans					
	Plan Description /	Trustee				Value
					Total	\$
Schedule 9: Notes Payable / Other Loan	ns / Payment Due					
Lender	Account Nu	mber		Balance		Payment
		Total	\$		\$	
Representations and Warranti	es					
I / We have carefully read and submitted the for condition on the date indicated. I/We agree that Community is so notified it may continue to rely	if any material change(s) occur(s)	in my/our financ	ial condition that	I/we will immediately	notify the C	Community of said changes. Unless the
Signature:				Date:		
Signature:				Date:		

EXHIBIT C



HAYES BARTON PLACE

FEE SCHEDULE

Resident Name(s)

Residence #

Other Fees (specify):

Total Monthly Service Fees

Agreement Date	
Fees Due at Residency and Services Agreement Execution:	Amount
Community Fee	
Other Fees (specify):	
Total amount due at Residency and Services	
Agreement execution	\$
Monthly Service Fees*:	Amount
First Person Service Fee	
Second Person Service Fee	
·	

\$

*Note: Priority Deposit previously paid will be applied to the then current 1st month's Monthly Service Fees.

Note that the above-listed fees do not include fees for occupancy in the Healthcare Center that are described in Section 7 of the Agreement. In addition, fees for non-recurring Optional Services selected by the Resident shall be in the amount set forth in the schedule of fees provided by the Company.

The Resident acknowledges that he or she has reviewed and hereby approves the above tables of fees payable pursuant to this Agreement.

Initials	Resident	
	Resident	

EXHIBIT F

HISTORICAL AVERAGE DOLLAR AMOUNT OF INCREASES IN FEES

HAYES BARTON PLACE

EXHIBIT F HISTORICAL AVERAGE DOLLAR AMOUNT OF INCREASES IN FEES

HAYES BARTON PLACE

The following table is presented in accordance with North Carolina General Statute Section 58-64-20(a)(7)e. regarding Contintuing Care Retirement Communities' Disclosure Statement requirement to show the frequency and average dollar amount increase in the weighted average Monthly Service Fees for independent living units, Assisted Living units, and Daily Service Fees for Skilled Nursing Beds at the Community for the previous five years.

	Effective	Effective	Effective	Effective	Effe	tive
	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1	/2025
Independent Living Units (Monthly Fees):						
Apartments:						
One-bedroom	*	*	*	*	\$	341
One-bedroom w/ den	*	*	*	*	\$	317
Two-bedroom	*	*	*	*	\$	396
Two-bedroom w/ den	*	*	*	*	\$	543
Three-bedroom	*	*	*	*	\$	843
Three-bedroom w/ den	*	*	*	*	\$	762
Second Person fee	*	*	*	*	\$	-

Independent living fees are revised annually effective January 1 and adjusted throughout the year at the time of each individual resident's contract renewal.

	Effective	Effective	Effective	Effective	Effective
	3/1/2021	3/1/2022	3/1/2023	3/1/2024	3/1/2025
Healthcare Center:					
Assisted Living Units (Monthly Fees):					
Memory Care	*	*	*	*	*
Standard	*	*	*	*	*
Second Person fee	*	*	*	*	*
Skilled Nursing Beds (Daily Fees):	*	*	*	*	*
Private	*	*	*	*	*