



DISCLOSURE STATEMENT

Dated: May 30, 2019

Name of Facility: GIVENS HIGHLAND FARMS
Location: 200 Tabernacle Road
Black Mountain, North Carolina 28711
Telephone No.: (828) 669-6473

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

- This Disclosure Statement may be delivered until revised, but not after October 27, 2020
- Delivery of this Disclosure Statement to a contracting party before execution of a contract for continuing care is required;
- This Disclosure Statement has not been reviewed or approved by any government agency or representative to ensure accuracy or completeness of the information set out.



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THIS DISCLOSURE STATEMENT IS FURNISHED TO COMPLY WITH THE REQUIREMENTS OF ARTICLE 64, CHAPTER 58, OF THE GENERAL STATUTES OF NORTH CAROLINA AND SUPERSEDES DISCLOSURE STATEMENT DATED MAY, 2018.

I. ORGANIZATION INTRODUCTION AND INFORMATION

ORGANIZATION AND AFFILIATION

Givens Estates, Inc. is a North Carolina non-profit corporation chartered in 1975. The Company owns and operates two Continuing Care Retirement Communities licensed by the North Carolina Department of Insurance, which includes Givens Estates and Givens Highland Farms. The Company also owns and operates Givens Gerber Park II, LLC, which consists of 82 apartments with supportive services for seniors with modest incomes and is not a continuing care retirement community. The address for The Givens Estates, Inc. and is 2360 Sweeten Creek Road, Asheville, North Carolina, 28803 and the address for Givens Highland Farms (the facility) is 200 Tabernacle Road, Black Mountain, NC 28711. The Givens Estates, Inc. is affiliated with the Western North Carolina Conference of the United Methodist Church (“the Conference”). The Conference elects all members of The Givens Estates, Inc. Board of Directors. The Conference is not responsible for any financial or contractual obligations of The Givens Estates, Inc. The affiliation between The Givens Estates, Inc. and the Conference is set forth in the Statement of Relationship (Attachment 1).

The Company is affiliated with The Great Laurels, Inc., the General Partner of The Senior Residences at Lake Junaluska, LP, which consists of 64 Tax Credit and 36 HUD apartments.

The Company is a member of Gerber Park of Asheville, LLC, the managing member of Gerber Park of Asheville, LLC, which consists of 42 Tax Credit and 78 HUD apartments.

The Company is a managing member of Gerber Park of Asheville III LLC, the managing member of Givens Gerber Park III LLC, which consists of 60 Tax Credit apartments.

Givens Affordable Communities, Inc., an affiliate of Givens Estates, manages and provides on-site employees for the Givens Gerber Park and Great Laurels Communities.

LifeMinistries, LLC is a wholly owned subsidiary of the Company and is a community-based, health focused outreach ministry.

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

Non-profit Status: As a non-profit corporation, Givens Highland Farms has been granted tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and comparable provisions of North Carolina law. All of its real and personal property is anticipated to be exempt from ad valorem property taxation by Buncombe County and the City of Black Mountain.

ACCREDITATION AND PROFESSIONAL ASSOCIATIONS

Givens Highland Farms became accreditation in November 2018 from The Commission on

Accreditation of Rehabilitation Facilities (CARF). Givens Highland Farms will complete the reaccreditation process at the end of 2023 for another five years. In addition, Givens Highland Farms is an active member of LeadingAge, LeadingAge NC, AHCA (American Health Care Association), and NCHCFA (NC Health Care Facilities Association).

Licensure: Givens Highland Farms is licensed to provide continuing care in North Carolina in accordance with State law. The license is issued by the North Carolina Department of Insurance. Givens Highland Farms is licensed by the North Carolina Division of Health Service Regulation to operate 60 skilled nursing facility beds and 30 Home for the Aged beds. All of the 60 skilled beds are Medicare and Medicaid certified. Further, Givens Highland Farms is licensed by the North Carolina Division of Health Service Regulation to operate Givens Highland Farms Home Care agency.

Fitch Rating: The parent corporation, The Givens Estates, Inc., has received a “BBB+” rating by Fitch Ratings, a global investment rating agency. This rating is based on The Givens Estates, Inc. high occupancy levels, strong operating performance, and sufficient liquidity.

VISION STATEMENT

Expanding the possibilities for aging

MISSION STATEMENT

Improving lives through communities, services, and outreach

CORE VALUES

Our core values are *Commitment, Caring, Courage and Collaboration*

CARING

To demonstrate respect, compassion, and selflessness

To act at the highest levels of ethical behavior, financial responsibility, and fair dealing

To provide charitable care and affordable housing with support services

COMMITMENT

To deliver quality care and services

To provide professional leadership

To embrace the highest values and practices of the Christian faith

To develop communities and services for economically diverse populations

COLLABORATION

To faithfully partner with the United Methodist Church

To forge partnerships which enhance our ability to achieve the organization's mission and to share knowledge, skills and resources

COURAGE

To be inclusive and a place where people feel welcomed, valued and respected

To be creative and innovative

To take risks and overcome obstacles

To do what is right and take action

February 15, 2017

WELLNESS PHILOSOPHY

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

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

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

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

II. FACILITY INTRODUCTION AND INFORMATION

Campus Location and Capacity: Givens Highland Farms is a continuing care retirement community located on a 68-acre campus in Black Mountain, North Carolina. Living accommodations include 4 single-family cottages, 49 cluster homes, 32 condominium homes, 64 Meadowmont homes and 129 apartments; 30 Home for the Aged; and 60 skilled nursing beds. Givens Highland Farms offers primarily fee-for-service and some rental contracts. The 60 skilled nursing beds have Medicare and Medicaid certification. Also, 7 acres of vacant land southeast of the existing campus planned for the development of The Cottages, consisting of 16 single family homes.

Occupancy: As of December 31, 2018, Givens Highland Farms had 344 residents occupying independent living residences, 21 residents in Home for the Aged, and 45 residents in skilled nursing for a total of 410 residents.

Community amenities: exercise room; spa; multi-purpose auditorium; two dining rooms; a deli/café; living rooms; kitchen and staff break areas; library; arts and crafts room; woodworking shop; health clinic space; meeting rooms; and office space.

SENIOR MANAGEMENT TEAM: Givens Highland Farms management consists of the Executive Director and 6 Department Directors primarily responsible for the daily operations. The business address for the Senior Management Team is 200 Tabernacle Road, Black Mountain, NC 28711. The Senior Management Team of Givens Highland Farms:

Kenneth W. Kramer, Executive Director

Mr. Kramer is a graduate of the Miami University of Ohio. He has over 20 years' experience working in the retirement community industry. He began his career with Maple Knoll Village in Cincinnati, Ohio. From there he spent seven years with Immanuel Health Systems in Omaha, Nebraska. As Wellness Director, he managed the Wellness Center and program for their Lakeside Community and led the development of Wellness Centers for three of their six communities. In 2005 Ken joined Givens Estates as their Wellness Director and led the development of their new Wellness Center and continued to build their wellness program. In July of 2014, Ken took the role of Associate Director of Givens Highland Farms and in March 2015 became Executive Director after the retirement of the previous Executive Director. Ken currently serves on the Montreat College President's Advisory Council and the Black Mountain YMCA Advisory Board.

Sheree Byrd, NHA, Health Services Director

Mrs. Byrd has been a licensed nursing home administrator for skilled nursing centers in Virginia and North Carolina since 2010. As a graduate of Nova Southeastern University with a Master's in Health Law, with a concentration in Risk Management, in 2011, Sheree brings many years of well-rounded experience in health care, ranging from acute care hospital administration, human resources, health care staffing sales, and long-term care administration. Prior to joining Givens Highland Farms, she received the Turnaround Facility of the Year award and a deficiency free survey in 2012 at Lexington Health and Rehab Center in Lexington, NC. In addition to other strong survey results over the years, in 2016, she received an AHCA Quality Award in Quality Measures and a Business Development Award Honorable Mention for her work at Life Care Center of Banner Elk.

David Kerestes, CPA, Controller

Mr. Kerestes has been Controller at Givens Highland Farms since December 2014. Mr. Kerestes is a Certified Public Accountant licensed in North Carolina (2003). He is a graduate of Wilkes University with a B.S. in Accounting and received his Master of Business Administration from Western Carolina University. His experience includes 2 years in law firm industry and 13 years in public accounting. He was an auditor in the CCRC industry for 10 years at Dixon Hughes Goodman and for 7 of those years worked as the Audit Manager for both the audits of The Givens Estates, Inc., and the previous ownership of Givens Highland Farms. He also has served on the Audit Review Team for the United Way of Asheville and Buncombe County.

SENIOR MANAGEMENT TEAM OF THE GIVENS ESTATES, INC.

Kenneth M. Partin, President and Chief Executive Officer

Mr. Partin has been President and Chief Executive Officer since 1991. He joined the staff in 1981 as Director of Marketing and became Associate Director in 1986. Supported by a senior management team and department managers, Mr. Partin is responsible for the overall organization of the Corporation, which serves approximately 1,400 residents and currently employs 550 full and part-time staff. He has been significantly involved in the development of Givens Estates; the planning and development of the Great Laurels, a community of 100 affordable apartments for seniors located in Haywood County; the acquisition and development of Highland Farms, a continuing care retirement community in Buncombe County; Gerber Park, a community of 262 affordable and middle-income apartments with support services for seniors located in Buncombe County; and LifeMinistries, a community-based, health focused outreach ministry. Mr. Partin has a degree in business from the University of North Carolina. He previously chaired and served on the Board of the LeadingAge North Carolina, and currently serves on the MAHEC board in Asheville, NC.

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

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

BOARD OF DIRECTORS

Givens Estates is governed by a volunteer Board of Directors, which meets quarterly. Board committees provide leadership throughout the year in support of the community's mission and vision. The Board consists of twenty four (24) persons who are approved by the Western North Carolina Annual Conference of the United Methodist Church. The terms of these Directors are staggered so that each Class has eight (8) persons elected for a term of three (3) years and serving no more than six (6) successive years. Eighteen (18) ex-officio Directors from the Western North Carolina Annual Conference of the United Methodist Church, clergy from United Methodist Churches in the Blue Ridge and Smoky Mountain Districts, and current and recent past Presidents of Resident Council also serve as Board members.

Executive Committee of the Board of Directors

Mrs. Doris P. Loomis, Esq., Board Chairperson

PO Box 3180, Asheville, NC 28802

Mrs. Loomis is an attorney with McGuire Wood & Bisette, P.A. The law firm serves as general legal counsel for Givens Estates. Legal services are performed when requested. No retainer agreement is in effect with reference to such legal services. During 2017, said law firm billed Givens a total of

\$47,126.21. Community service includes: Commissioner of the Town of Biltmore Forest; President of the board of the Asheville Symphony Society; and Vice-Chair of the Board of Trustees of UNC-TV. Mrs. Loomis is a member of St. Paul's United Methodist Church, Asheville. She has served previously on the Board and been a board member most recently since 2013. She is serving on the Executive Committee and on the Strategic Planning Committee.

Mrs. Donna A. Broadwell, Vice-Chairperson

392 Vanderbilt Rd., Asheville, NC 28803

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

Mr. Joseph P. McGuire, Secretary

PO Box 3180 Asheville, NC 28802

Mr. McGuire is an attorney who is President of McGuire, Wood & Bisette, P.A. The law firm serves as general counsel for Givens Estates. Legal services are performed when requested. No retainer agreement is in effect with reference to such legal services. During 2017, the law firm billed Givens Estates a total of \$39,823.05. Mr. McGuire's community service includes: board member of Leadership Asheville Forum, Lenoir-Rhyne University and the Martin Luther King, Jr. Association of Asheville and Buncombe County. Mr. McGuire is a member of Central United Methodist Church, where he is an usher and a Sunday school teacher. He has been a Givens board member since 2015 and is on the Executive Committee and Audit Committee.

Mrs. Kathryn R. Durity, Assistant Secretary

3 Fen Way Court, Asheville, NC 28803

Mrs. Durity is involved with development for Pisgah Legal Services. She is general manager of Beaverdam Investment One, a real estate development company. She is a member at Central United Methodist Church. She is also a member of the Ramble Community Association Board. She has been a board member since 2013, is on the Executive Committee and is the Chair of the Resident and Health Services Committee.

Mr. G. Edward Towson, II, Assistant Secretary

7 Brookwood Road, Asheville, NC 28804

Mr. Towson is a Certified Public Accountant (CPA). Community service includes: Board Treasurer of the Asheville Symphony Society; Chair of the Asheville Civitan Club Foundation Board; Board Treasurer of the Community Foundation of Western North Carolina; past board member of WCQS Public Radio; and UNCA Foundation. Mr. Towson is on the Administrative Board of Central United Methodist Church, Asheville. He has served previously on the Board and has been a board member most recently since 2012. He is serving on the Executive Committee and is the Assistant Secretary of the Board.

Mr. Horace S. Jennings, Treasurer

27 Forest Rd., Asheville, NC 28803

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

Mr. Kenneth W. Swayze, Jr., Assistant Treasurer

111 Finley Street, Hendersonville, NC 28739

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

Mr. Gregory D. Hutchins, Immediate Past Chair

PO Box 7647, Asheville, NC 28802

Mr. Hutchins is an attorney of and partner with Roberts & Stevens, P.A. The law firm performs legal services for Givens Estates when requested. No retainer agreement is in effect with reference to such legal services. During 2017, said law firm received from Givens Estates a total of \$2,919.80 in legal services. Community service includes: Board Chair/President of the executive board of the Daniel Boone Council, Inc., Boy Scouts of America; and chair of the Land Conservation Advisory Board for

Buncombe County. Mr. Hutchins is a member of Trinity United Methodist Church, Asheville. He has served previously on the Board and has been a board member most recently since 2011. He is currently serving on the Investment Committee and Executive Committee.

Mr. Kenneth M. Partin, President and Chief Executive Officer, (see Administrative staff above).

Board of Directors and Contact Information

Mrs. Ann H. Aldridge – 2542 Silverbrook Court, Morganton, NC 28655

Mrs. Aldridge is a freelance sign language interpreter and a retired administrator of the North Carolina School for the Deaf. She is a member of Oak Hill United Methodist Church, Morganton, District Lay Delegate to Annual Conference and Lay Delegate to Jurisdictional Conference. She also serves on the Catawba Valley District Committee on Ministry. She returned to the board in 2015 after serving as a member from 2008 - 2014 and is on the Audit Committee.

Mrs. Kathryn M. Atkinson – 395 S. Garden Street, Marion, NC 28752

Mrs. Atkinson is a certified public account retired from Johnson, Price, Sprinkle, PA. She is a member of the First United Methodist Church, Marion and has joined the Board in 2017.

No longer member of the Board of Directors as of April 2017

The Reverend Robert M. Blackburn, Jr. – 27 Church Street, Asheville, NC 28801

Reverend Blackburn is Senior Minister of Central United Methodist Church, Asheville and a member of the Western North Carolina Conference. He has been a board member since 1998 and is on the Strategic Planning Committee.

Mr. William B. Cagle – PO Box 1530, Asheville, NC 28802

Mr. Cagle is an attorney and a member of the Local and State Bar Associations. He is a member of Central United Methodist Church, Asheville. He has been a board member since 1994 and is an honorary life member of the Board.

Mrs. Annette Coleman – P.O. Box 6082, Asheville, NC 28816 (NEW)

Mrs. Coleman is a retired Vice President of Bank of America. She is a Life Member of the Asheville Chamber of Commerce. She is a member of the Groce United Methodist Church and is a former staff parish as well as a former Vice President/Chair of the Adm. Council. She is a former in front of Mission Foundation and Carepartners. She is on the Foundation of A-B Technical Community College Past community service includes: Audit Committee of Riverlink, the Board of Directors for Asheville Housing Authority, board member and treasurer of Mission Health Foundation, CarePartners board member and Chair of Personnel Committee. She joined the Board in 2016 and is on the Audit Committee.

Reverend Elizabeth McPherson Crissman – 27 Balm Grove Ave., Asheville, NC 28806

Reverend Crissman is an ordained elder in the Western North Carolina Conference of The United Methodist Church and serves as the Blue Ridge District Superintendent of the United Methodist Church in the Western North Carolina Conference. She served as founder and Executive Director of Plowpoint, a non-profit organization committed to transforming leaders and churches for the transformation of local communities. She has been a board member since 2016.

Mrs. Jane H. Fuller – 39 Evergreen St., Brevard, NC 28712

Mrs. Fuller is a retired mathematics educator having served as a supervising teacher, mentor, college instructor and math department chairperson. She has been active in National Council of Teachers of Mathematics (NCTM) and the North Carolina Teacher of Advanced Placement Calculus

(NCAAPMT) and a past member of North Carolina Association of Educators (NCAE), National Education Association (NEA) and Professional Educators of North Carolina (PENC). She is a member of First United Methodist Church, Brevard where she has served as an official board member and is in training for Stephens Ministry. She has been a Givens board member since 2014 and is on the Nominating and Investment Committee.

The Reverend Dr. Randolph H. Harry – PO Box 1269, Lake Junaluska, NC 28745

Dr. Harry is the Smoky Mountain District Superintendent, United Methodist Minister, and member of the Western North Carolina Conference. He is a member of the Board of Directors of the Hinton Rural Life Center in Haynesville. Community service includes: Board Chairman of Wesley Community Development Corporation and a board member of Disciple Bible Outreach Ministries, Inc. He has been a board member since 2015.

Mr. C. Roger Hibbard – 106 Lynch Cove Rd., Black Mountain, NC 28711

Mr. Hibbard is retired Executive Director of YMCA Blue Ridge Assembly in Black Mountain and has worked with YMCAs across North Carolina since 1970. He served as a member of Black Mountain Health Initiative Charter Task Force and currently serves as a director of Black Mountain Savings Bank, Treasurer of Black Mountain-Swannanoa Valley Endowment Fund, and Vice-Chairman of Swannanoa Valley Museum Board of Directors. He has been a board member since 2013 and is the chair of the Group Health Plan Committee and the Human Resource Committee.

Mr. Miles K. Hoffman – 56 Wagon Trail, Black Mountain, NC 28711

Mr. Hoffman is retired from the College of Occupational Medicine and the American Medical Association and, before that, several private sector companies. He has consulted in marketing research and needs assessment for multiple social service agencies. He taught Political Science and Constitutional Law at Indiana University at South Bend. He is a member of Black Mountain UMC. He joined the Board in 2018 and is a Givens Highland Farms resident.

The Reverend W. Michael Holder – 325 N. Broad St., Brevard NC 28712

Reverend Holder is the Senior Pastor at First United Methodist Church, Brevard and a member of the Western North Carolina Conference. He has most recently become a board member since 2015 and is on the Group Health Plan Committee and the Human Resources Committee.

Mr. Kenneth M. Hughes – 12 Cedar Chine, Asheville, NC 28803

Mr. Hughes is a retired CPA and is the former Chairman and CEO of Dixon, Hughes, Goodman, CCP. He is a member of the Western Carolina University Foundation Board. He is a member of the Central United Methodist Church and has been a board member since 2017.

The Reverend Horace H. Hunt – Givens Highland Farms, 200 Tabernacle Rd., H-215, Black Mountain, NC 28711

Reverend Hunt is a retired ordained minister of the United Church of Christ and American Baptist Churches. He is a former member of American Association of Pastoral Counselors. Reverend Hunt is a Givens Highland Farms resident and a past president of Givens Residents Corporation. He is a member of First Congregational United Church of Christ, Asheville. He has been a board member since 2014.

Mrs. Dorothy J. Johnson – 63 Tomahawk Trl., Marion, NC 28752

Mrs. Johnson is a retired special education teacher for McDowell county schools. She is a lay speaker, Treasurer of United Methodist Women, and a member of Addie's Chapel United Methodist church. She has been a board member since 2014 and is on the Resident and Health Services Committee.

Dr. Suzanne E. Landis – 10 W. Kensington Rd. Asheville, NC 28804

Dr. Suzanne E. Landis is a retired MAHEC Physician who has served Givens Estates Residents. She is a Gerontologist as well as a professor. She started Project Access, one of the most innovative, successful community health programs in the country. She serves on the Medical Society Foundation Board, the Health Partners Board and the American Project Access Board. Dr. Landis is a member of the Grace Covenant Presbyterian Church. She joined the Board in July 2018.

Mr. Ronald C. Leatherwood – P.O. Box 826, Waynesville, NC 28786

Mr. Leatherwood is the Executive Vice President, co-founder and owner of Clark & Leatherwood, Inc. He is also the President and co-founder of Smokey Mountain Lumber and Fixture Company. He currently serves as the Chair of the Haywood Advancement Foundation and the Haywood County Erosion and Sedimentation Control Committee. He and his wife currently reside in Flat Rock, NC. He joined the Board in 2016 and is on the Finance Committee.

Bishop Paul L. Leeland – PO Box 18750, Charlotte, NC 28218

Bishop Leeland is the Bishop of the Western North Carolina Conference and former bishop of the Alabama-West Florida Conference. As a member of the North Carolina Conference, he served small, medium, and large membership churches. He served as the District Superintendent of the Goldsboro District and he was appointed Assistant to the Bishop and Director of Ministerial Relations serving under two bishops. He has been a board member since 2016.

Mr. J. Edgar McFarland – 19 Fir Lane, Waynesville, NC 28785

Mr. McFarland is the CEO of SCG Advisors, Inc., a former member of District Committee on Ordination and the Board of Ordained Ministry, Western North Carolina Conference United Methodist Church; former Treasurer and member of the Leadership Team at First United Methodist Church, Waynesville; adjunct professor of finance at Western Carolina University, and treasurer of the Democratic Party of Haywood County. He has been a board member since 2013 and is on the Finance Committee.

Mrs. Connie B. Martin – 350 Holly Hill Drive. Marion, NC 28752

Mrs. Connie B. Martin is a retired Elementary Education Teacher and has served on the McDowell County Volunteer Board, as well as the Hospice of McDowell County and Marion City Planning Boards. She is a member of the McDowell County NAACP, YMCA and TOPS. Mrs. Martin is a member of Addie's Chapel UMC.

Mr. Clifton B. Metcalf – 30 Harrell Drive, Lake Junaluska, NC 28745

Mr. Metcalf is retired Vice Chancellor for Advancement and External Affairs at Western Carolina University; Treasurer of the North Carolina Retired Governmental Employees Association and serves in its Executive and Legislative Committees; and member of the Mountain Area Health Education Center (MAHEC) Board of Directors, the Greater Ivy Community Development Association in Madison County, and the First United Methodist Church, Waynesville. He is a former Legislative

Liaison of the University of North Carolina system. He has been a Givens board member since 2015 and is on the Group Health Plan Committee and the Human Resources Committee.

Mrs. Josephine C. Pyatt – PO Box 1621, Marion, NC 28752

Mrs. Pyatt is a retired registered nurse. She is a board member of New Hope of McDowell Co. Inc., and volunteers with Hospice of McDowell Co. and McDowell County Arts Council. She is a member of the Lions Club and Member at Large for the United Methodist Women of the Blue Ridge District. She is a member of East Marion United Methodist Church. She has been a board member since 2014 and is on the Nominating Committee.

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

Reverend Ralls is the Senior Pastor at First United Methodist Church, Hendersonville and a member of the Western North Carolina Conference. He has most recently become a board member since 2015.

Dr. Lucian C. Rice – 347 Vanderbilt Road, Asheville, NC 28803

Dr. Rice is a physician with Biltmore Medical Associates. He is a member of Central United Methodist Church, Asheville. He has been a board member since 1982.

Mrs. Florence E. Schwein – Givens Estates, 108 Strawbridge Court, Asheville, NC 28803

Mrs. Schwein is the retired Director of the Centennial Museum and Chihuahuan Desert Gardens and Museum Studies at The University of Texas at El Paso (UTEP). She was also the founding Director of the Cleveland, Ohio, Police Museum and Outreach Director at the Renwick Gallery of the Smithsonian Institution. Mrs. Schwein is a Givens Estates resident and Resident Council President. She has been a board member since 2016 and is on the Resident and Health Services Committee.

Mr. Robert E. Shepherd – 923 Sand Hill Road, Asheville, NC 28806

Mr. Shepherd is the Executive Director Emeritus of Land of Sky Regional Council. He is a member of Acton United Methodist Church, Asheville. He has served on the General Council on the Status and Role of Women and the General Board of Global Ministries. He also served for over a decade on the WNC conference council of ministries (now connectional table) as chairman and vice-chairman. He has been a board member since 1983, is an honorary life member of the Board, and is on the Group Health Plan Committee, Audit Committee, and the Human Resources Committee.

Mr. Hal F. Starnes – Givens Estates, 400 Wesley Drive, Apartment 453, Asheville, NC 28803

Mr. Starnes was formerly Assistant Vice President of Imperial Life Insurance Company, Vice President of Wachovia Bank, and President of the Blue Ridge Savings Bank. He is a Givens Estates resident and member of Trinity United Methodist Church, Asheville. He has been a board member since 1979, is an honorary life member of the Board, and is on the Investment Committee.

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

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

Mr. Armin L. Wessel – 341 Shepard Way, Burnsville, NC 28714

Mr. Wessel is owner of Armin L. Wessel Architect Inc. He is a member of the American Institute of Architects. Community service includes: Chairman of Burnsville Public Arts Board, History Association, Small Town Committee, Habitat of Humanity Design Consultant, and Parkway Playhouse. Mr. Wessel is a member of Higgins United Methodist Church, Burnsville, where he has served as a Lay Leader, architectural consultant, and is a member of the Praise Team and choir. He became a board member in 2015 and is on the Resident and Health Services Committee.

The Reverend Chris M. Westmoreland – 86 Arcadia Lake Dr., Clyde, NC 28721

Reverend Westmoreland is the lead pastor at Long's Chapel United Methodist Church. He was the lead pastor at Assurance UMC Huntsville/Charlotte NC, Clyde Central UMC, and Youth Minister at Orange UMA Chapel Hill. He is a member of the WNCC Board of Ordained Ministry and is the past Chair of the Methodist Counseling and Consultation Services. He has been a board member since 2016.

Mr. David C. Whilden - 1272 Hendersonville Rd., Asheville, NC 28803

David serves as Senior Trust Officer for Boys, Arnold Trust Company. He has worked in the trust and wealth management fields for the past 35 years. He is actively involved in the community and serves on the Boards of Directors for several Asheville area civic and education organizations. He joined the Board in 2016 and is on the Investment Committee.

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

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

None of the Board of Directors, staff, or consulting professionals, has a financial interest in The Givens Estates, Inc. None of said officers, directors or management personnel (i) have been convicted of a felony or pleaded nolo contendere to a felony charge, or been held liable or enjoined in a civil action by final judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; or (ii) are subject to a currently effective injunctive or restrictive court order, or within the past five years, had any State or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, if the order or action arose out of or related to business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for aged, or facility subject to Article 64, Chapter 58, of the General Statutes of North Carolina or a similar law in another state. All Board members sign a Conflict of Interest Policy and Ethical Code of Conduct annually (Attachment 2).

RESIDENTS CORPORATION

The Highland Farms Residents Corporation, Inc. (“HFRC”) is a 501(c)(3) corporation. As such it promotes and protects the interests and welfare of the residents of Givens Highland Farms. All residents are members of the HFRC, which normally meets monthly. The HFRC has a Board

composed of nine residents duly elected by the residents. The Board handles the regular business of the HFRC and recommends major decisions to the residents for approval. Board meetings are open to all residents. The HFRC coordinates numerous volunteer committees and activity groups. HFRC representatives promote outreach beyond the Givens Highland Farms community, act as liaison to departments of Givens Highland Farms, and provide assistance to Resident Services and Programming. HFRC also provides limited financial assistance to residents upon confidential resident request.

GIVENS HIGHLAND FARMS STRATEGIC PLAN

Givens Highland Farms prepares for the future through a long range strategic planning process, which is conducted every 7 to 8 years. The strategic plan is integrated into the annual plan for implementation. The organization believes the best way to remain relevant and financially strong for the future is to constantly evolve and improve. In January 2018, the Board of Directors approved a new campus master plan for Givens Highland Farms that will be further refined and implemented in phases over the next 10 years.

Givens Highland Farms continues update the community based upon identification and prioritization of need. An expansion project has been planned and developed on campus. We have planned for 16 additional independent living homes on our vacant 7 acres as well, we plan for a new Dining venue and Health Center. This will serve the community well into the future as it grows. This plan will enable the community to remain financially strong and attractive in the marketplace.

III. POLICIES

A copy of the Guidelines for Living and the Policy and Procedures Manual is provided to all residents and is available upon request. These resources are updated from time to time. The following information summarizes certain important aspects of current policies in the Residence and Services Agreement.

Admissions

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

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

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

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

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

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

Termination and Refund Provisions

Termination by Resident Prior to Occupancy.

Termination During First 30 Days: The Residence and Services Agreement may be terminated by the resident for any reason within thirty (30) days following the later of the execution of this contract or the receipt of a disclosure statement and the resident is not required to move into the facility during this period. Any monies paid by the resident shall be refunded in full less any non-standard costs incurred at the residents' request. Any such

refund shall be paid by Givens Highland Farms within ten (10) business days following receipt of written notification of such termination by the resident to:

**Director of Marketing
Givens Highland Farms
200 Tabernacle Road
Black Mountain, NC 28711**

Termination After First 30 days and Before Occupancy: The Residence and Services Agreement may be terminated by the resident for any reason after thirty (30) Days from entering into this Agreement and prior to Occupancy by giving written notice to Givens Highland Farms. In the event of such termination, the resident will receive a refund of the resident's ten percent (10%) Deposit, less a nonrefundable fee equal to two percent (2%) of the total amount of the Entrance Fee chosen for the residence, and any non-standard costs requested by the resident. The nonrefundable fee will not be charged to the resident if such termination is due to death, death of the resident's spouse, or because the resident's physical, mental or financial condition makes the resident ineligible for admission to Givens Highland Farms. Any such refund shall be paid by Givens Highland Farms within ten (10) business days following receipt of written notification of such termination.

Termination by Resident During the First 30 Days After Occupancy. Within the first 30 days after occupancy, the resident may terminate this Agreement by giving Givens Estates written notice of such termination. For rescinded or cancelled agreements the resident or resident's legal representative shall receive a refund of all money or property transferred to Givens Estates, less (i) periodic charges specified in the agreement and applicable only to the period the residence was actually occupied by the resident; (ii) those nonstandard costs specifically incurred by Givens Estates at the request of the resident and described in the agreement or any agreement amendment signed by the resident; (iii) nonrefundable fees as set out in paragraph VII. E of the agreement; and (iv) a reasonable service charge, as set out in the agreement, not to exceed the greater of one thousand dollars (\$1,000) or two percent (2%) of the entrance fee.

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

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

Amortization of the Entrance Fee. If an Entrance Fee Option is chosen, the Entrance Fee may be partially refundable. The portion of the Entrance Fee that is refundable to the resident will decline over time at a rate of six percent (6%) upon the date of Occupancy of the Residence and two percent (2%) on the first (1st) day of each calendar month thereafter until Your selected refund percentage remains at zero percent (0%), fifty percent (50%), or ninety percent (90%). For the initial Cottages contracts, the portion of the Entrance Fee that is refundable to the resident will decline over time at a rate of five percent (5%) upon the date of Occupancy of the Residence and two percent (2%) on the first (1st) day of each calendar month thereafter until the refund percentage remains at seventy-five percent (75%). Regardless of the reason for termination, the resident is entitled to the Entrance Fee refund, less any non-standard costs requested by the resident, except as otherwise provided in the Residence and Services Agreement.

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

Condition of Residence. Upon vacating the residence, the resident shall leave it in good condition except for normal wear and tear. The resident or their estate shall be liable to Givens Highland Farms, LLC for costs required to restore the residence to good condition, except for normal wear and tear, and for the removal and disposition of abandoned personal belongings. Such costs will be deducted from the refundable portion of the Entrance Fee (if due), or added to the final statement of charges for the resident.

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

Transfers or Changes in Levels of Care

Transfer to a Health Care Residence. Givens Highland Farms recognizes the right of self-determination of the resident and will attempt to involve the resident or the resident's representative in all decisions related to transfers and changes in level of care. Givens Highland Farms shall have authority to determine whether the resident should be transferred from their residence to a Health Care Residence, or from one level of care to

another within Givens Highland Farms, in cases of potential harm to the resident or others, to assure the health and wellbeing of the resident and others, or to provide for the highest quality of life possible. Such determination shall be based on the opinion of the Givens Highland Farms administration and/or the Givens Highland Farms Medical Director and shall be made after consultation with the resident and/or their representative and their attending physician. Such decisions shall be made only in the resident's best interest and in the best interest of the larger community as determined by Givens Highland Farms.

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

Surrender of Residence. If a reasonable determination is made by Givens Highland Farms that any transfer for a change in level of care is or is highly likely to be permanent, the resident agrees to surrender the residence. The resident will have priority to move to such Health Care Residences, determined to best meet their needs, as soon as such is available.

Terms of Residency

Policies and Procedures. All residents shall abide by Givens Highland Farms policies and procedures, including such amendments, modifications and changes to the resident handbook (Guidelines For Living) as may be adopted by Givens Highland Farms. Such handbook shall be made readily available to all residents.

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

Visitors. Short-term visitors and guests may stay in a residence for limited stays. No person other than the resident(s) may reside in the residence without the approval of Givens Highland Farms.

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

Request by a Resident for Change in Residence. A resident may request a change in

residence at any time. Givens Highland Farms carefully considers such requests, including but not limited to such factors as resident's health and finances, availability of requested type of residence, and waiting lists. The resident must agree to pay the difference in the Entrance Fee and Monthly Fee between the requested residence and the current residence. Givens Highland Farms may require the resident to enter into a new or amended Residence and Services Agreement for the new residence.

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

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

Loss of Property. Givens Highland Farms shall not be responsible for the loss of any property belonging to residents due to theft, mysterious disappearance, fire or any other cause. All residents are responsible for securing personal property insurance.

Medical Insurance. If 65 years of age or older residents are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage (e.g. Federal Government employees who subscribe to Federal Blue Cross Blue Shield). If a resident is not eligible for Medicare they are required to maintain full medical and hospitalization insurance coverage. Insurance must be acceptable to Givens Highland Farms and residents must furnish Givens Highland Farms with evidence of such coverage and notify Givens Highland Farms of changes in medical insurance.

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

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

Smoke-free Campus. The Givens Highland Farms campus and residences are tobacco-free.

Marriage During Occupancy. Should a resident marry a person who is also a resident of Givens Highland Farms, the two may occupy either residence and shall surrender the unoccupied residence. They will pay the Double Person Monthly Fee upon occupancy by both residents in the chosen residence. No Entrance Fee refunds, if due, shall be paid until Givens Highland Farms receives a replacement Entrance Fee for the vacated residence or twenty-four (24) months after termination by the resident (whichever occurs first), and removal of all personal belongings. Refunds are made in accordance with Paragraph VII. E. of the Residence and Services Agreement.

If a resident should marry a person who is not a resident of Givens Highland Farms, their spouse may become a resident if they (i) meet all the requirements for admission, (ii) enter into a Residence and Services Agreement with Givens Highland Farms, and (iii) pay an Entrance Fee equal to the then-current double person Entrance Fee. The resident and their spouse shall pay the Double Person Monthly Fee. If the spouse does not meet the requirements of Givens Highland Farms for admission as a resident, the resident may terminate the Agreement by giving Givens Highland Farms written notice of such voluntary termination as outlined in the Residence and Services Agreement or the spouse may be approved for admission under special circumstances as agreed to in writing by Givens Highland Farms and the resident and spouse. Refunds are made in accordance with Paragraph VII. E. of the Residence and Services Agreement.

IV. SERVICES

Furnishings in Residences. Givens Highland Farms will provide in most residences wall-to-wall carpeting, vinyl flooring in kitchen and bath(s), refrigerator with ice maker, stove, oven, microwave, hood vent, washer and dryer, garbage disposal, prewiring for telephone and cable services, basic cable television, and other features and fixtures as described in Givens Highland Farms' current literature. All other furniture, furnishings, decorations, bed and bath linens, and other personal property will be provided by the resident. Garden Apartments may not include hood vent or washer and dryer. Prentice Lodge apartments may not include stove, oven, hood vent or washer and dryer

Options and Custom Features in Your Residence. Residents may select certain options and custom features in the residence for an additional charge. Givens Highland Farms will present you with a written quote specific to your options and custom feature request detailing the prices. The cost of options and custom features selected will be paid by the resident at the time of selection and will become part of the residence and the property of Givens Highland Farms. The value of such improvements will not be considered in computing Entrance Fee refunds, unless specifically agreed

to in an Addendum to the Residence and Services Agreement. All options and custom features must be approved by Givens Highland Farms administration in advance of the changes made.

Common Areas and Amenities. Givens Highland Farms common areas and amenities are for the use and benefit of all residents and include a central dining room, café/deli, library, mail boxes, multi-purpose room, lounges, activity areas, arts and crafts room, woodworking shop, beauty/barber shop, walking areas, exercise areas, community garden, on-site assisted living center, and health center for nursing care.

Parking. Givens Highland Farms will provide lighted parking areas for the residents’ personal vehicle (a minimum of one space for each residence).

Services and Programs.

Utilities. The monthly fee includes the cost of heating, air conditioning, electricity, water, sewer, trash removal, basic cable TV, telephone and internet. Residents are responsible for any costs related to telephone, internet and cable television service beyond that provided by Givens Highland Farms.

Meals. Givens Highland Farms will make available to each resident a monthly declining dining amount as stated in the Residence and Services Agreement Schedule II. The amount is determined by the residence chosen and may change the same as in **Adjustments in the Monthly Fee** (below). A maximum carryover of one (1) month’s dining dollars per person is allowed from month to month; any dining dollar amount in excess of the maximum allowed will expire at the month’s end. Any additional charged amounts above the monthly allowance will be added to your monthly fee.

2019 Declining Dollar Amounts (monthly - per person)

Garden Apartments	\$ 265.00
Cluster, Condominium and Twin Oaks Homes	\$ 155.00

Meal Pricing (Residents & Guests)

<i>Lunch/Supper</i>	\$ 14.75
<i>Light Meal (Soup & Salad Bar)</i>	\$ 8.75
<i>Light Meal w/Dessert</i>	\$ 9.50
<i>Extra Entrée</i>	\$ 6.99
<i>Extra Dessert / Side</i>	\$ 2.85

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

Groundskeeping. Givens Highland Farms will furnish basic grounds keeping service,

including lawn, tree and shrubbery care. Subject to prior approval by Givens Highland Farms, residents may plant and maintain certain garden areas adjacent to their residence and elsewhere as designated by Givens Highland Farms.

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

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

Security. Givens Highland Farms provides 24-hour security, emergency response by trained Givens Highland Farms staff, smoke detectors in each Residence, a fire alarm system, and an emergency call system.

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

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

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

Health Care Accommodations and Services. Givens Highland Farms will make available health care accommodations and services as follows:

Two Levels of Care in Health Care Residences. Givens Highland Farms will have accommodations, equipment, staffing, programs, services and supervision necessary for licensed assisted living, and licensed skilled nursing care. Both of these levels of health care and services are available to residents either temporarily or permanently on a space available basis, if needed, as determined by Givens Highland Farms. Residents of Givens Highland Farms have priority access to all health care residences and services before non-residents. Fees and charges for health care residences are listed on page 22 of this Disclosure Statement.

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

Staffing. Twenty-four (24)-hour licensed nursing staff will be provided by Givens Highland Farms.

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

Health Care Services for an Additional Fee. Other health services may be available to residents at their expense, including but not limited to pharmacy services, home care services, laboratory tests, physical therapy, occupational therapy, speech therapy, therapeutic activities, rehabilitative treatments, and wheelchairs and other medical equipment and supplies. The costs of such services are in addition to the Monthly Service Fee.

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

V. FEES – All Fees shown are effective as of January 1, 2019

The Residence and Services Agreement of this Disclosure Statement makes the following provisions:

Entrance Fee. Residents agree to pay to Givens Highland Farms an Entrance Fee for the residence as set forth in Schedule I of the Residence and Services Agreement (unless they have chosen the No Entrance Fee Option).

Terms of Payment of the Entrance Fee - If an Entrance Fee is chosen, the terms of payment of the Entrance Fee shall be as follows:

- a. **10 Percent Deposit.** To reserve a residence, applicants make application, pay a deposit equal to ten percent (10%) of the total Entrance Fee for their residence, less any Application Fee if previously paid, of one thousand dollars (\$1,000.00), and enter into the Agreement. The applicant will receive notice of their approval within fourteen (14) days of submitting their application.
- b. **Balance of the Entrance Fee.** The balance of the total Entrance Fee for the residence will be due and payable prior to or on the date of occupancy, unless otherwise agreed to in writing by Givens Highland Farms.

Monthly Fee. In addition to the Entrance Fee, residents agree to pay a monthly fee upon occupancy for the term of the Agreement. The monthly fee is payable in advance by the tenth (10th) day of each month. The monthly fee is set forth in Schedule I of the Residence and Services Agreement.

The Monthly Fee covers:

- Monthly meal allowance (effective Jan. 1, 2019):
 - \$265.00 per person per month for Apartments
 - \$155.00 per person per month for Homes
 - 3 meals per day per person for Prentice Lodge
- Weekly housekeeping
- All utilities including cable, telephone and internet
- Maintenance
- 24 hour campus security and urgent call response by trained personnel
- Scheduled transportation
- Use of all common areas and amenities
- Social, recreational, spiritual, educational and cultural activities

The following table presents the Independent Living Entrance Fees & Monthly Service Fees by unit type:



2019 ENTRANCE FEES & MONTHLY FEES

Traditional Plan

- 0% refund after 48th month of occupancy.
- Amortized to Givens Highland Farms at 6% the first month of occupancy and 2% a month for the next 47 months.

50% Refund Plan

- 50% refund after 23rd month of occupancy.
- Amortized to Givens Highland Farms at 6% the first month of occupancy and 2% a month for the next 22 months.

90% Refund Plan

- 90% refund after 3rd month of occupancy.
- Offers peace of mind and the highest level of security for your investment.

Monthly service fees include:

All maintenance/grounds services • Weekly housekeeping • Flexible meal plan
Utilities: Phone, Internet, Basic cable

MEADOWMONT

	Traditional		50% refund		90% refund		Monthly Fees	
	Single	Double	Single	Double	Single	Double	Single	Double
1BR, Den, Fourplex, 1,120 SF	\$220,700	\$235,700	\$324,500	\$339,500	\$525,300	\$540,300	\$2,901	\$3,365
2BR, Terrace, Sixplex, 1,270 SF	\$251,500	\$266,500	\$369,800	\$384,800	\$598,600	\$613,600	\$3,048	\$3,512
2BR, Duplex, 1,400 SF	\$280,000	\$295,000	\$411,600	\$426,600	\$666,400	\$681,400	\$3,234	\$3,698
2BR, Den, Fourplex, 1,539 SF	\$312,500	\$327,500	\$459,400	\$474,400	\$743,800	\$758,800	\$3,417	\$3,881

CONDOMINIUMS

	Traditional		50% refund		90% refund		Monthly Fees	
	Single	Double	Single	Double	Single	Double	Single	Double
2BR, 2BA, 1,354 SF	\$216,700	\$231,700	\$318,600	\$333,600	\$515,800	\$530,800	\$2,885	\$3,349
3BR, 2BA, 1,545 SF	\$244,200	\$259,200	\$359,000	\$374,000	\$581,200	\$596,200	\$3,168	\$3,632

CLUSTER HOMES

	Traditional		50% refund		90% refund		Monthly Fees	
	Single	Double	Single	Double	Single	Double	Single	Double
1BR, 1BA, 960 SF	\$154,600	\$169,600	\$227,300	\$242,300	\$368,000	\$383,000	\$2,554	\$3,018
2BR, 2BA, 1,174 SF	\$192,600	\$207,600	\$283,200	\$298,200	\$458,400	\$473,400	\$2,830	\$3,294
3BR, 2BA, 1,320 SF	\$225,800	\$240,800	\$332,000	\$347,000	\$537,500	\$552,500	\$3,063	\$3,527

FREESTANDING HOMES

Traditional		50% refund		90% refund		Monthly Fees	
Single	Double	Single	Double	Single	Double	Single	Double
\$309,700	\$324,700	\$455,300	\$470,300	\$737,100	\$752,100	\$3,491	\$3,955

GARDEN APARTMENTS

	Traditional		50% refund		90% refund		Monthly Fees	
	Single	Double	Single	Double	Single	Double	Single	Double
Efficiency, 457 SF	\$85,300	\$100,300	\$125,400	\$140,400	\$203,100	\$218,100	\$2,066	\$2,620
1BR, 1BA, 644 SF	\$120,200	\$135,200	\$176,700	\$191,700	\$286,100	\$301,100	\$2,534	\$3,088
2BR, 1.5BA, 851 SF	\$166,100	\$181,100	\$244,200	\$259,200	\$395,400	\$410,400	\$3,027	\$3,581
2BR, 2BA, 1,100 SF	\$214,900	\$229,900	\$316,000	\$331,000	\$511,500	\$526,500	\$3,097	\$3,651
2BR, 2BA, 1,288 SF	\$255,500	\$270,500	\$375,600	\$390,600	\$608,100	\$623,100	\$3,261	\$3,815

NO ENTRANCE FEE

Non-refundable Occupancy Fee

Monthly Fees

	Non-refundable Occupancy Fee		Monthly Fees	
	Single	Double	Single	Double
Efficiency, 457 SF	\$7,800	\$15,600	\$3,180	\$3,734
1BR, 1BA, 644 SF	\$7,800	\$15,600	\$4,058	\$4,612
2BR, 1.5BA, 851 SF	\$7,800	\$15,600	\$4,973	\$5,527
2BR, 2BA, 1,100 SF	\$7,800	\$15,600	\$5,549	\$6,103
2BR, 2BA, 1,288 SF	\$7,800	\$15,600	\$6,194	\$6,748

PRENTICE LODGE

	Traditional		50% refund		90% refund		Monthly Fees	
	Single	Double	Single	Double	Single	Double	Single	Double
Single, 1BA, 301 SF	\$34,500	\$49,500	\$50,800	\$65,800	\$82,200	\$97,200	\$2,860	\$4,123
Studio, 1BA, 458 SF	\$55,400	\$70,400	\$81,500	\$96,500	\$131,900	\$146,900	\$3,636	\$4,899
1BR, 1BA, 600 SF	\$76,300	\$91,300	\$112,200	\$127,200	\$181,600	\$196,600	\$4,427	\$5,690

NO ENTRANCE FEE

Non-refundable Occupancy Fee

Monthly Fees

	Non-refundable Occupancy Fee		Monthly Fees	
	Single	Double	Single	Double
Single, 1BA, 301 SF	\$7,800	\$15,600	\$3,831	\$5,094
Studio, 1BA, 458 SF	\$7,800	\$15,600	\$5,016	\$6,279
1BR, 1BA, 600 SF	\$7,800	\$15,600	\$6,533	\$7,796



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

Some Apartments and Prentice Lodge residences have a No Entrance Fee option. This option incurs a non-refundable administrative fee of \$7,800 Single / \$15,600 Double

per unit regardless of size. Not all unit types are offered with a No Entrance Fee option. The Monthly Service Fees by unit type for the No Entrance Fee option are: Single Unit \$3,831 Single / \$5094 Double; Expanded Studio \$5016 Single / \$6279 Double; One Bedroom \$6533 Single / \$7796 Double.

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

Application Deposit. The Independent Living Application Deposit of \$1,000 is submitted with an Application to establish a chronological waitlist date by which future residents are offered various types of residences at Givens Highland Farms. The Application Deposit and Application are optional. The Application Deposit is a non-interest bearing deposit associated with a chronological waitlist and will be credited toward the Entrance Fee due at the time of occupancy. The Wait List Deposit does not lock-in the Entrance Fee amount for a residence.

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

The following table shows average changes in the monthly service fees and health center daily charges over time. Note that it is the average dollar amount of the CHANGE in fees from year to year that is shown - NOT the fees themselves. All changes during this period occurred once per year on January 1.

Average Monthly Service Fee Changes	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
One Occupant (\$'s per month)	74	86	107	112	90
Two Occupants (\$'s per month)	88	103	128	134	104
Approximate Percentage Increase	2.8%	3.5%	4.5%	4.5%	3.8%

Health Care Room Charges					
skilled nursing care (\$'s per day & approx. % increase)	5.5 3.0%	6.5 3.5%	15 6.0%	16 6.0%	18 6%
Assisted living (\$'s per day & approx. % increase)	4.5 2.0%	8.5 3.5%	11 6.0%	12 6.0%	13 6%

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

Health Care Charges

- a. **Fee for Services.** Upon permanently occupying a Health Care Residence, a resident will surrender their independent living residence and will no longer pay the monthly fee for that residence. Instead the resident will pay the published current per diem fee for such health care residence. Upon temporarily occupying a health care residence, the resident will continue to pay the monthly fee for the independent living residence and they will pay the published current per diem fee for such health care residence for the period of time that they occupy same.
- b. **Use of Refundable Portion of the Entrance Fee.** Should a resident move permanently to a Health Care Residence, the remaining refundable portion of their Entrance Fee (if any) can be applied to the cost of care in the health care residence. Entrance Fee refunds will not be paid directly to any other health care facility besides Givens Highland Farms.
- c. **Additional Charges for Ancillary Health Care Services.** The resident is responsible for prompt payment of all additional charges for ancillary health care services provided at Givens Highland Farms. Ancillary services will include all services not provided by the staff of Givens Highland Farms and not included in the per diem fee. Examples of additional charges include, but are not limited to, the cost of prescription and non-prescription medications, physical examinations, laboratory tests, physical therapy, home health care, occupational therapy, rehabilitative treatments, wheelchairs and other medical equipment and supplies.
- d. **Care in Another Facility.** Should a resident need a level of care or health services beyond that provided at Givens Highland Farms, as determined by Givens Highland Farms, and require transfer to another facility, the resident will be responsible for all expenses of such transfer and services.

Assisted Living (Adult Care)

Assisted Living at Givens Highland Farms provides assisted living in a residential setting. The center is part of a complete continuum of care provided by Givens Highland Farms. Residents can actively pursue their interests and enjoy friendships within the community while staff tends to the details of daily living. The facility includes bright common areas, including living and activity rooms. Residents can take walks in the beautiful gardens and relax in covered outdoor terraces. Each residence has an emergency call system, phone jacks, and cable TV outlets. Residents provide their own furnishings.

Assisted Living Daily Rates	2019 Single Occupancy
Semi-Private	\$199
Private	\$236

Health Center

Givens Highland Farms Health Center provides continuous and professional long term, skilled nursing care by Registered Nurses, Licensed Practical Nurses, Medication Aides, and Certified Nursing Assistants in a comfortable, residential and choice-driven environment. The Health Center provides residents with privacy and residential comforts along with the choice of long term care services and short term rehabilitation services.

Skilled Nursing Daily Room Rates	2019 Rates
Semi-Private Room	\$273
Private Room	\$306

Home Care Services (Services do not include the cost of supplies. Medical supplies are billed separately.)

Independent Care Non-Charged Services

Wellness Clinic- Tuesdays and Thursdays 1:00PM-2:00PM (Free vital sign tracking)

Emergency Call Follow Up by Licensed Nurse

Post Hospitalization visit by Licensed Nurse

All other services Monday – Friday by appointment

Home Care services that require on-going Nurse Assessment and quarterly review

Admission Nursing Assessment for on-going medical care plan management

FEE: \$70.00

Quarterly review assessment*

FEE: \$50.00

*Required assessment for all residents with a Home Care contract

Hourly Rates:

Nurse Aid/Companion/ Certified Nursing Assistant or Medicine Technician

FEE: \$28.00/HR (30-minute increments available)

Licensed Nurse “LPN”/ Registered Nurse “RN”

FEE: \$48.00/HR (30-minute increments available)

Listed below are examples of Home Care services currently offered. Services will be billed according to the rates listed below with an expected time to perform each of these services of less than 30 minutes. Additional charges will be included for required medical supplies, and for time incurred in excess of 30 minutes.

Wellness Clinic Charges

Blood Pressure Check	\$14.50
Specimen Collection	\$11.50
Ear Exams/Cleaning	\$20.00
Injection/Suture Removal	\$20.00
Glucose Check	\$14.00
Coag Check	\$16.00
Venipuncture	\$14.00
Pacemaker Checks	\$16.00
Nail Clipping	\$22.00
Shopping-Local (1 hr.)	\$28.00
Laundry (max 2 loads)	\$26.00
Simple Dressing Change	\$16.00

Other Home Care Services (billed per hourly rates)

- Pet care/companion/sitter Light
- housekeeping Emergency call
- Vital signs Daily
- weights
- Transportation arrangements
- Family conference calls
- Counseling/teaching
- Special treatments or procedures
- Assist with paperwork for pre-operative/diagnostic procedures Overnight
- companion (with a 24-hour advance notice)
- Closet organization
- Holiday/seasonal decorating
- Other service as requested and agreed upon

Home Care Medication Administration Program

Daily Administration of medications in:

Lodge Apartments & Homes

1x/day.....\$180.00/mo	1x/day.....\$255.00/mo
2x/day.....\$200.00/mo	2x/day.....\$275.00/mo
3x/day.....\$225.00/mo	3x/day.....\$315.00/mo
4x/day.....\$250.00/mo	4x/day.....\$345.00/mo
5x/day.....\$270.00/mo	5x/day.....\$375.00/mo

VI. OTHER MATERIAL INFORMATION

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

Givens Highland Farms maintains an operating statutory operating reserve fund. It is the provider's obligation to provide reserve funding or security to enable the Provider to perform its obligations fully under contracts to provide continuing care at the facility. Funds are restricted and may only be released by the Commissioner of the Department of Insurance. Investments for the funds are overseen by Givens Investment Committee (comprised of Givens Board members) and managed by Morgan Stanley. Givens Board of Directors has adopted an investment policy that provides the framework for the management and investment of the operating reserve fund.

VII. SCHEDULE OF ATTACHMENTS

Attachment 1 - Statement of Relationship

Attachment 2 - 2015-2016 Conflict of Interest Policy & Ethical Code of Conduct

Attachment 3 - Resident and Services Agreement - Independent Living (General and The Cottages); Skilled Care & Adult Care

Attachment 4 - Miscellaneous Service Fees for 2019

Attachment 5 - Audited Balance Sheets, Income Statements and Statement of Cash Flows at 12/31/18 and 12/31/17, and Unaudited Balance Sheet, Income Statement and Statement of cash Flows at 4/30/19

Attachment 6 - 5-Year Financial Projections of Revenues, Expenses, Cash Flows and Assumptions for the Years Ending December 31, 2023

Attachment 7 - Comparison of the 2018 Audited Financial Statements to the 2018 Forecasted Statements for any variances greater than 5% and \$490,000.

Attachment 1

STATEMENT OF RELATIONSHIP

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

PRELIMINARY STATEMENT

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

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

exclusively between the Conference and the Affiliated Organization.

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

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

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

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

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

COVENANTS

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

a. The members of the governing board of the Affiliated Organization shall be confirmed, elected, and/or selected by the Conference in accordance with the charter and bylaws, present and future, of the Affiliated Organization. The governing board of the Affiliated Organization includes among its members both United Methodist Ministers and laity within the Conference, and may include other persons as provided in its charter or bylaws.

b. The Conference provides: (i) encouragement and support, including financial support to the extent deemed appropriate and feasible by the Conference; (ii) opportunities for the interchange of information and ideas among persons and institutions performing similar work and for the development of the Ministry goals and criteria; (iii) authorization for the Affiliated Organization to identify itself as an organization affiliated with the Conference; and (iv) an opportunity for the Affiliated Organization to report on the Ministry to each regular session of the Conference.

c. The Affiliated Organization undertakes: (i) to fulfill its mission of Christian service in a manner that is consistent with the Social Principles and other pertinent provisions of the *Discipline*, and acceptable to those whom it would serve and to members of the Church in the Conference; and (ii) to the extent it deems appropriate, to utilize services of the Conference and the Church available to the Affiliated Organization in performing its Ministry.

d. The Affiliated Organization, desirous of gaining maximum benefit from its affiliation with the Conference and to satisfy the Conference that it continues to operate

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

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

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

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

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

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

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

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

WESTERN NORTH CAROLINA ANNUAL CONFERENCE
OF THE UNITED METHODIST CHURCH

Date: 4/27/95

By: [Signature]
Its: CFA President

By: [Signature]
Its: Bishop

CONFERENCE

ATTEST:

By: [Signature]
Its: Treasurer

THE GIVENS ESTATES, INC.

Date: January 21, 1995

By: [Signature]
Its: President and Chairperson

AFFILIATED ORGANIZATION

ATTEST:

By: [Signature]
Its: Secretary

(Corporate Seal)

Attachment 2



Conflict of Interest Policy and Ethical Code of Conduct

Conflict of Interest Policy

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

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

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

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

Section 4 Definitions.

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

- (i) serves as a member of a governing body of the entity,
- (ii) serves as an officer or employee of the entity,
- (iii) has a financial interest in the entity, or
- (iv) has a spouse, parent, sibling, child, or member of the immediate household who holds such a position or has such an interest. However, no person shall be deemed to be affiliated with the Director or officer or any other affiliate of the Corporations so long as his or her interest with the Director or officer or affiliate is known to the Board.

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

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

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

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

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

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

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

Code of Conduct

All Board Members:

- Shall perform their duties in good faith and to the best of their ability, refrain from any illegal conduct and seek guidance from the Board Chair, Chief Executive Officer or the Compliance Officer when uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity.
- No Director should accept any gift, gratuity, or service of any special favor from any person or persons, agents, or businesses which provide or receive goods and services or which seek to provide or receive goods and services to or from Givens organizations. However, minor courtesies such as luncheons, dinners or similar arrangements in connection with business discussions may be received.
- Shall not destroy or alter Givens information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- Shall not engage in any business practice intended to unlawfully obtain favorable treatment or business from any government entity, physician, resident, vendor, or any other party in a position to provide such treatment or business;
- Shall not enter into loans or other matters of personal financial interest with Givens.
- Shall not use confidential or proprietary information of Givens, for their own personal benefit or for the benefit of any other person or entity; except Givens, during or after serving as a Board Member for Givens;
- Shall not disclose confidential or personal information pertaining to a resident, without the express written consent of the resident or appropriate legal representative, and in accordance with applicable law and Givens' policies and procedures;
- Shall not participate in any agreement or understanding (including agreements based on a course of conduct) with a competitor of Givens, to illegally fix prices, agree on labor costs, allocate markets, or engage in group boycotts. Before considering any agreements or entering into discussions with competitor concerning any of these issues, all Board Members shall first speak with the Board Chair, Chief Executive Officer or the Compliance Officer, regarding the matter, and obtain the advice of the Compliance Officer concerning anti-trust issues;
- Shall participate in scheduled training regarding Givens compliance program and applicable state and federal laws and standards;
- Shall comply with all Givens policies governing the workplace. These include, among others, Givens policies governing:
 - Sexual harassment; drug and alcohol use and testing; confidentiality of medical, personnel, and similar information; political contributions; personal use of company equipment, products, and/or services; conflicts of interest; trading in securities (where applicable); and/or compliance with specific federal laws;
- Shall promptly report all violations of this Code of Conduct to Givens' Compliance Officer through a written report, telephone call to the hotline at 828-771-2220, or via email to

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

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

GIVENS
BOARD OF DIRECTORS
2015-2016

Ann H. Aldridge
James E. Aydelotte
Robert M. Blackburn, Jr.
John S. Boggs
Donna A. Broadwell
William B. Cagle
Amy L. Coles
Daniel B. Cook
Kathryn R. Durity
Jane H. Fuller
Sanford L. Giles
Larry M. Goodpaster
C. Roger Hibbard
W. Michael Holder
Horace H. Hunt
Gregory D. Hutchins
Horace S. Jennings
Dorothy J. Johnson
Thomas A. Leshar
Doris P. Loomis

J. Lawrence McCleskey
J. Edgar McFarland
Joseph P. McGuire
Clifton B. Metcalf
Josephine C. Pyatt
Lucian C. Rice
Robert E. Shepherd
Patricia S. Smith
Hal F. Starnes
Kenneth W. Swayze, Jr.
G. Edward Towson, III
R. Keith Turman
Frances C. Waser
Della J. Watson
Armin L. Wessel
Alfred J. Whitesides, Jr.
Charles W. Wilson, II
George W. Wooten
Sandra T. Yost

Officers and Key Employees

Gregory D. Hutchins - Chairperson
Doris P. Loomis - Vice-Chairperson
Donna A. Broadwell - Secretary
G. Edward Towson, II - Assistant Secretary
Kenneth W. Swayze - Treasurer
George W. Wooten - Assistant Treasurer
Patricia S. Smith - Immediate Past Chair
Kenneth M. Partin - President and Chief Executive Officer
Allen D. Squires - Chief Financial Officer
John C. Cowan, Jr. - Executive Director, Givens Estates
Ken W. Kramer - Executive Director, Givens Highland Farms

Attachment 3

RESIDENCE AND SERVICES AGREEMENT

Givens Highland Farms Black Mountain, North Carolina

This Residence and Services Agreement (hereinafter called the "Agreement") is made this ____ day of _____, 2019, by and between Givens Highland Farms, LLC., a North Carolina non-profit corporation (hereinafter called "Givens Highland Farms"), and _____ (hereinafter called "Resident", "You", or "Your") for occupancy of the residence located at _____ (hereinafter called the "Residence").

Residences in Givens Highland Farms consist of Garden Apartments, Prentice Lodge Apartments, Cluster Homes, Condominium Homes, Twin Oaks Homes and Meadowmont Homes. Community amenities include: dining rooms; deli/cafe; multi-purpose room; craft room; exercise room; spa; library and living rooms; and administrative space.

You and Givens Highland Farms agree as follows:

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

- A. **Your Residence.** You shall have the exclusive right to occupy, use, and enjoy the Residence described above and in Schedule I, attached.
- B. **Furnishings in Your Residence.** Givens Highland Farms will provide in most Residences wall-to-wall carpeting, vinyl flooring in kitchen and bath(s), refrigerator with ice maker, stove, oven, microwave, hood vent, dishwasher, washer and dryer, garbage disposal, prewiring for telephone and cable services, and other features and fixtures as described in Givens Highland Farms' current literature. All other furniture, furnishings, decorations, bed and bath linens, and other personal property will be provided by You.

Garden Apartments may not include dishwasher, hood vent or washer and dryer. Prentice Lodge apartments may not include stove, oven, dishwasher, hood vent or washer and dryer.

- C. **Options and Custom Features in Your Residence.** You may select certain options and custom features in Your Residence for an additional charge. Givens Highland Farms will present you with a written quote specific to your options and custom feature request detailing the prices. The cost of options and custom features selected will be paid by You at the time of selection and will become part of the Residence and the property of Givens Highland Farms. The value of such improvements will not be considered in computing Entrance Fee refunds, unless specifically agreed to in an Addendum to this Agreement. All options and custom features must be approved by Givens Highland Farms administration in advance of the changes made. Options and custom features must be selected and agreed upon within fourteen (14) days of notice of

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

- D. Common Areas and Amenities.** Givens Highland Farms common areas and amenities are for the use and benefit of all residents and include a central dining room, café/deli, library, mail boxes, multi-purpose room, lounges, activity areas, arts and crafts room, woodworking shop, beauty/barber shop, walking areas, exercise areas, community garden, on-site assisted living center, and health center for nursing care.
- E. Parking.** Givens Highland Farms will provide parking areas for Your personal vehicle (a minimum of one space for each Residence). There is no “reserved” parking for apartments.
- F. Services and Programs.**
- 1. Utilities.** The monthly fee includes the cost of heating, air conditioning, electricity, water, sewer, trash removal, basic cable TV, internet, phone and standard municipal services. You are responsible for any costs related to telephone, internet and cable television service beyond that provided by Givens Highland Farms.
 - 2. Meals.** Givens Highland Farms will make available to each resident a monthly declining dining amount as stated in Schedule II. A maximum carryover of one (1) month’s dining dollars per person is allowed from month to month (except in Prentice Lodge); any dining dollar amount in excess of the maximum allowed will expire at the month’s end. Any additional charged amounts above the monthly allowance will be added to your monthly fee.
 - 3. Housekeeping Services.** The Monthly Fee includes housekeeping services weekly, that can include vacuuming, light dusting, cleaning of baths and kitchens, and changing of bed linens. The amount of time allotted for each residence is determined by the size of residence. Additional housekeeping is available for an extra fee.
 - 4. Groundskeeping.** Givens Highland Farms will furnish basic grounds keeping service, including lawn, tree and shrubbery care as part of the Monthly Fee. Subject to prior approval by Givens Highland Farms, You may plant and maintain certain garden areas adjacent to Your Residence and elsewhere as designated by Givens Highland Farms.
 - 5. Maintenance and Repairs.** Givens Highland Farms will maintain and repair improvements, furnishings, appliances, and equipment owned by Givens Highland Farms as part of the Monthly Fee. You will be responsible for the cost of repairing damage to property of Givens Highland Farms caused by You or any

of Your guests, ordinary wear and tear excepted.

6. **Transportation.** The Monthly Fee will include local group transportation for residents on a regular, scheduled basis for shopping and activities. Transportation for medical, personal or special group trips is available for an extra fee.
7. **Security.** Givens Highland Farms will provide 24-hour security, emergency response by trained Givens Highland Farms staff, smoke detectors in each Residence, a fire alarm system (Apartments Only), and an emergency call system.
8. **Activities.** Givens Highland Farms will provide scheduled social, recreational, spiritual, educational and cultural activities; arts and crafts; exercise and health programs; and other activities designed to meet residents' interests. Some activities may require an extra fee.
9. **Other Services and Programs at Additional Charge.** Other services and programs will be available to You at Your expense, including, but not limited to those previously mentioned, beauty and barber services, home care services, personal laundry, special transportation, repairs of personal property, and other special services performed for You beyond the normal scope of services offered by Givens Highland Farms. The availability and charges for some additional services are itemized in Givens Highland Farms' current literature.
10. **Notice of Change in Scope of Services.** Except for changes required by law, Givens Highland Farms will notify You of any proposed change in the scope of services provided in this Agreement at least thirty (30) days before such change is effective. No change relating to a service included in the Monthly Fee under the terms of this Agreement shall be effective unless (a) consented to by Resident or (b) a reasonable adjustment is made in the Monthly Fee.
11. **Health Care Accommodations and Services.** Givens Highland Farms will make available health care accommodations and services as follows:
 - a. **Two Levels of Care in Health Care Residences.** Givens Highland Farms will have accommodations, equipment, staffing, programs, services and supervision necessary for licensed assisted living and licensed nursing care (collectively, the "Health Care Residences"). The Health Care Residences and services are available to You either temporarily or permanently on a space available basis, if needed, as determined by Givens Highland Farms. Charges will be in accordance with Paragraph III.F.1. Residents of Givens Highland Farms have priority access to all Health Care Residences and services before non-residents.
 - b. **Wellness Clinic.** A wellness clinic for certain consultations, screenings, and appointments is available to You as scheduled and provided by Givens Highland

Farms.

- c. **Staffing.** Twenty-four (24)-hour licensed nursing staff will be provided by Givens Highland Farms.
- d. **Medical Director.** The overall coordination and supervision of health care services within Givens Highland Farms will be provided by a Medical Director, who will be a licensed physician selected by Givens Highland Farms.
- e. **Charges.** Charges for the Health Care Residences and services described above in this Paragraph shall be as set forth in Paragraph III. F. 1. of this Agreement.
- f. **Health Care Services for an Additional Fee.** Other health services may be available to You at Your expense, including but not limited to pharmacy services, home care services, laboratory tests, physical therapy, occupational therapy, speech therapy, therapeutic activities, rehabilitative treatments, and wheelchairs and other medical equipment and supplies. The costs of such services are in addition to the charges described in Paragraph III. F. 1.
- g. **Personal Physician.** You will choose a personal physician who has admission privileges at a local hospital, in the event that You need to be hospitalized. You are responsible for the cost of physician services and all related medical and non-medical expenses.

II. **DATE OF OCCUPANCY AND OCCUPANCY**

- A. **Date of Occupancy.** The Date of Occupancy will be the date established by Givens Highland Farms based on when the Residence chosen by You is available for occupancy and You make Your ten percent (10%) reservation and sign this Agreement. The occupancy date will be no later than ninety (90) days from the date of this agreement. You will be expected to take Occupancy of the Residence and begin paying the Monthly Fee as of the Date of Occupancy. The Balance of the Entrance Fee is due on or prior to the Date of Occupancy.
- B. **Occupancy.** As used in this Agreement, “Occupancy” will have occurred when You have signed the Residence and Services Agreement and have paid the Entrance Fee in full as described in Paragraph III.B.2. Upon Occupancy, Givens Highland Farms will be obligated to provide You with the services outlined in this Agreement.

III. **FINANCIAL ARRANGEMENTS**

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

1. **10 Percent Deposit.** To reserve Your Residence, You will make application to Givens Highland Farms, pay a deposit equal to ten percent (10%) of the total Entrance Fee for Your Residence (less any Application Fee if previously paid, of one thousand dollars (\$1,000.00)), and enter into this Agreement. You will receive notice of Your approval within fourteen (14) days of submitting Your application.
 2. **Balance of the Entrance Fee.** The Balance of the total Entrance Fee for the Residence will be due and payable prior to or on the Date of Occupancy, unless otherwise agreed to in writing by Givens Highland Farms.
- C. **Monthly Fee.** In addition to the Entrance Fee (or if the No Entrance Fee Option is chosen), You agree to pay a Monthly Fee upon Occupancy for the term of this Agreement. The Monthly Fee shall be payable in advance by the tenth (10th) business day of each month. Your Monthly Fee will be as set forth in Schedule I, attached.
- D. **Adjustments in the Monthly Fee.** The Monthly Fee is paid to provide the facilities, programs, and services described in this Agreement, and is intended to cover costs of the expenses associated with the operation and management of Givens Highland Farms. Givens Highland Farms, with the approval of its Board of Directors, may increase the Monthly Fee from time to time during the term of this Agreement. Monthly Fees will be adjusted as required, consistent with operating on a sound financial basis and maintaining quality service. You will receive a thirty (30) day advance notice of increases in the Monthly Fee or other charges.
- E. **Monthly Statements.** Givens Highland Farms will furnish You a Monthly Statement showing the Monthly Fee payable for the month in advance, and any additional charges from the previous month, payable by the tenth (10th) business day of the current month. Givens Highland Farms may charge, and You agree to pay promptly, interest at a rate of one and one-half percent per month on any unpaid balance owed by You thirty 30 days after the monthly statement is dated.
- F. **Health Care Charges.**
1. **Fee for Services.** Upon permanently occupying a Health Care Residence, You will surrender the Residence herein and will no longer pay the Monthly Fee for the Residence. Instead You will pay the published current per diem fee for such Health Care Residence. Upon temporarily occupying a Health Care Residence, You will continue to pay the Monthly Fee for the Residence herein and You will pay the published current per diem fee for such Health Care Residence for the period of time that You occupy same. Such per diem fee shall cover the cost of services described in Paragraph I.F.11.a-d. You may pay additional charges for ancillary services as described in Paragraph III.F.3.
 2. **Use of Refundable Portion of the Entrance Fee.** Should You move permanently to a Health Care Residence, the remaining refundable portion of an Entrance Fee due to You as a refund can be applied to the cost of care in the Health Care Residence. Entrance Fee refunds will not be paid directly to any other health care facility besides Givens Highland Farms.
 3. **Additional Charges for Ancillary Health Care Services.** You will be responsible for

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

4. **Care in Another Facility.** Should You need a level of care or health services beyond that provided at Givens Highland Farms, as determined by Givens Highland Farms, and require transfer to another facility, You will be responsible for all expenses of such transfer and services.

IV. **ADMISSION REQUIREMENTS AND PROCEDURES**

- A. **Age.** Residents shall be fifty-five (55) years of age or older. If Resident is a couple, at least one member of the couple must be fifty-five (55) years of age at the time of Occupancy.
- B. **Application Forms.** You will provide an Application for Admission, a Personal Health History and a Confidential Financial Statement, all on forms furnished by Givens Highland Farms for initial approval by Givens Highland Farms.
- C. **Personal Interview.** You shall have an interview with a Marketing Representative and selected members of the Admissions Committee from Givens Highland Farms prior to Occupancy. Upon review of all information required to be furnished herein, additional personal interviews may be requested by You or Givens Highland Farms.
- D. **Approval Process.** Upon receipt of the completed Application Forms and the personal interview with both Marketing Representative and members of the Admissions Committee (if required), Givens Highland Farms will review Your information and Your Physician's Examination Report as a basis for initial acceptance. Givens Highland Farms will approve or deny the application for initial admission within fourteen (14) days after receiving the completed forms, and will provide You with a written decision thereafter.
- E. **Health Requirements.** Within thirty (30) days of Application for Admission, You will provide Givens Highland Farms with a Physician's Examination Report completed by Your personal physician. Such report shall include a statement by the physician that You are able to live independently and undertake ongoing activities of daily living. Givens Highland Farms may now or in the future additionally require a history and physical from Your physician to include physician progress notes. Givens Highland Farms may require You to have another physical examination by a physician approved by Givens Highland Farms if additional information is necessary. You shall be responsible for the cost of such physical examinations. If You do not meet the criteria for independent living established by Givens Highland Farms, You may move to other accommodations within Givens Highland Farms more suitable to Your needs, or terminate this Agreement.
- F. **Financial Requirements.** You must have assets and income sufficient to pay Your financial

obligations under this Agreement and to meet Your ordinary living expenses. Givens Highland Farms may require You to furnish additional or updated financial information prior to Occupancy. Supplemental financial assistance may be available to Residents who qualify, as determined by Givens Highland Farms.

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

H. Statement as to Non-Discrimination. Givens Highland Farms shall not limit residency to persons on the basis of gender, race, color, religion, national origin or disability.

V. TERMS OF RESIDENCY

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

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

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

D. Visitors. Short-term visitors and guests may stay in Your Residence for limited stays. No person other than You may reside in the Residence without the approval of Givens Highland Farms.

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

F. Request by You for Change in Residence. You may request a change in Residence at any

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

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

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

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

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

- J. **Marriage During Occupancy.** Should You marry a person who is also a Resident of Givens Highland Farms, the two of You may occupy either Residence and shall surrender the unoccupied Residence. You will pay the Double Person Monthly Fee upon Occupancy by both of You in the chosen Residence. No Entrance Fee refunds, if due, shall be paid until Givens Highland Farms receives a replacement Entrance Fee for the vacated Residence or twenty-four (24) months after Termination by Resident (whichever occurs first), and removal of all personal belongings. Refunds are made in accordance with this Agreement.

If You should marry a person who is not a resident of Givens Highland Farms, Your spouse may become a resident if Your spouse meets all the requirements for admission, enters into a Residence and Services Agreement with Givens Highland Farms, and pays an Entrance Fee equal to the then-current Double Person Entrance Fee (if You paid an Entrance Fee). You and Your spouse shall pay the Double Person Monthly Fee. If Your spouse does not meet the requirements of Givens Highland Farms for admission as a resident, You may terminate this Agreement in the same manner as provided in Paragraph VII. B. with respect to a voluntary termination, or Your spouse may be approved for admission under special circumstances as agreed to in writing by Givens Highland Farms and You. Refunds are made in accordance with this Agreement.

- K. **Right of Entry.** You authorize employees or agents of Givens Highland Farms to enter the Residence for the purposes of housekeeping, repairs, maintenance, inspection, and in the event of an emergency. Givens Highland Farms will always endeavor to maintain Your privacy and the privacy of the Residence. For Your safety, You agree not to replace or add any locks to the Residence.
- L. **Residents' Organizations.** Residents of Givens Highland Farms are free to join a Residents' Corporation that is open to all residents. Such organization elects representatives, officers, and other positions to engage in activities of interest to all residents.

VI. **TRANSFERS OR CHANGES IN LEVELS OF CARE**

- A. **Transfer to a Health Care Residence.** Givens Highland Farms recognizes the right of self-determination of the Resident and will attempt to involve the Resident or the Resident's representative in all decisions related to transfers and changes in level of care. Givens Highland Farms shall have authority to determine whether You should be transferred from Your Residence to a Health Care Residence, or from one level of care to another within Givens Highland Farms, in cases of potential harm to Yourself or others, to assure the health and wellbeing of You and others, or to provide for the highest quality of life possible. Such determination shall be based on the opinion of the Givens Highland Farms administration and/or the Givens Highland Farms Medical Director and shall be made after consultation with You and Your representative and Your attending physician. Such decisions shall be made only in Your best interest and in the best interest of the larger community as determined by Givens Highland Farms.
- B. **Transfer to Other Facility.** If it is determined by Givens Highland Farms that You need care beyond that which can be provided by Givens Highland Farms, You may be transferred to a hospital or institution equipped to give such care at Your expense. Such transfer will be made only after consultation with You and/or Your representative and attending physician.
- C. **Surrender of Residence.** If a reasonable determination is made by Givens Highland Farms that any transfer described in Paragraph VI.A. is or is highly likely to be permanent; You agree to surrender Your Residence. You will have priority to move to such Health Care Residences, determined to best meet your needs, as soon as such is available.

VII. TERMINATION AND REFUND PROVISIONS

A. Termination by Resident Prior to Occupancy.

- 1. Termination During First 30 Days.** This Agreement may be terminated by You for any reason within thirty (30) days following the later of the execution of this contract or the receipt of a disclosure statement and You are not required to move into the facility during this period. Any monies paid by You shall be refunded in full less any non-standard costs incurred at Your request. Any such refund shall be paid by Givens Highland Farms within ten (10) business days following receipt of written notification of such termination by You to:

Director of Marketing
Givens Highland Farms
200 Tabernacle Road
Black Mountain, NC 28711

- 2. Termination After First 30 days and Before Occupancy.** This Agreement may be terminated by You for any reason after thirty (30) Days from entering into this Agreement and prior to Occupancy by giving written notice to Givens Highland Farms. In the event of such termination, You will receive a refund of Your ten percent (10%) Deposit, less a nonrefundable fee equal to two percent (2%) of the total amount of the Entrance Fee chosen for Your Residence, and any non-standard costs requested by You. The Agreement will be automatically cancelled to comply with NCGS 58-64-25(a)(2) and the nonrefundable fee will not be charged to You if such termination is due to death, death of Your spouse, or because Your physical, mental or financial condition makes You ineligible for admission to Givens Highland Farms. Any such refund shall be paid by Givens Highland Farms within ten (10) business days following receipt of written notification of such termination.

- B. Termination by Resident During the First 30 Days After Occupancy.** Within the first 30 days after occupancy, the resident may terminate this Agreement by giving Givens Highland Farms written notice of such termination. For rescinded or cancelled agreements the resident or resident's legal representative shall receive a refund of all money or property transferred to Givens Highland Farms, less (i) periodic charges specified in the agreement and applicable only to the period the residence was actually occupied by the resident; (ii) those nonstandard costs specifically incurred by Givens Highland Farms at the request of the resident and described in the agreement or any agreement amendment signed by the resident; (iii) nonrefundable fees as set out in paragraph VII.E of the agreement; and (iv) a reasonable service charge, as set out in the agreement, not to exceed the greater of one thousand dollars (\$1,000) or two percent (2%) of the entrance fee.

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

- D. Termination by Givens Highland Farms After Occupancy.** Givens Highland Farms may terminate this Agreement at any time if there has been a material misrepresentation or omission made by You in Your Application for Admission, Personal Health History, Confidential Financial Statement, or Physician's Examination Report; if You fail to make payment to Givens Highland Farms of any fees or charges due within sixty (60) days of the date when due; or if You do not abide by the rules and regulations adopted by Givens Highland Farms, or breach any of the terms and conditions of this Agreement. In the event of termination due to any of such causes, the refund of the Entrance Fee paid to You, if due, shall be determined according to Paragraph VII.E. below.
- E. Amortization of the Entrance Fee.** If an Entrance Fee Option is chosen, Your Entrance Fee may be partially refundable. The portion of the Entrance Fee that is refundable to You will decline over time, at a specific percentage upon the date of Occupancy of the Residence and the balance declining on the first (1st) day of each calendar month thereafter at a rate based upon the Entrance Fee Option chosen until Your selected refund percentage remains at zero percent (0%), fifty percent (50%) or ninety (90%). The rate at which the Entrance Fee declines is outlined in Schedule I. Regardless of the reason for termination, you are entitled to Your Entrance Fee refund, less any non-standard costs requested by You, except as otherwise provided by this Agreement.
- F. Payment of Refunds.** Entrance Fee refunds, if due, will be paid upon Your vacating the Residence or in case of dual occupancy both vacating the Residence; the removal of all personal property; and upon the receipt by Givens Highland Farms of a replacement resident for the Residence or the expiration of twenty-four (24) months after Termination of this Agreement by the Resident (whichever occurs first).
- G. Condition of Residence.** Upon vacating the Residence, You shall leave it in good condition except for normal wear and tear. You or Your estate shall be liable to Givens Highland Farms for costs required to restore the Residence to good condition or standard condition, except for normal wear and tear, and for the removal and disposition of abandoned personal belongings. Such costs will be deducted from the refundable portion of the Entrance Fee due to You (if due), or added to your final statement if no refund is due.
- H. Changes to Residence.** After the Date of Occupancy, any structural or physical changes to the Residence directed by you (including alterations such as construction of bookshelves or redecoration such as painting or wallpapering) will require the prior approval of Givens Highland Farms and will be made only under Givens Highland Farms' supervision and direction. The cost of any change requested by You shall be at Your expense. Givens Highland Farms may require, as a condition of approval of a requested change, that You either (i) agree to bear the cost of restoring the Residence to its original condition upon termination of Your occupancy of the Residence or (ii) prepay the estimated cost of restoring the Residence to its original condition. All structural improvements shall belong to Givens Highland Farms.

VIII. FINANCIAL ASSISTANCE

Givens Highland Farms has established a Supplemental Assistance Fund to allow a limited number of

residents to continue to live at Givens Highland Farms after their assets may have been depleted. The policies relating to financial assistance are determined by the Board of Directors. The amount of assistance is determined on an individual basis and there is no guarantee of assistance to any individual Resident.

IX. GENERAL

- A. **Tobacco-free Campus.** The Givens Highland Farms campus and residences are tobacco-free.
- B. **Assignment.** Your rights and privileges under this Agreement to the Residence, common areas and amenities, services and programs of Givens Highland Farms are personal to You and may not be transferred or assigned by You.
- C. **Management of Givens Highland Farms.** The absolute rights of management are reserved by Givens Highland Farms, its Board of Directors, and its administrators as delegated by the Board of Directors. Givens Highland Farms reserves the right to accept or reject any person for residency. Residents do not have the right to determine admission or terms of admission for any other Resident.
- D. **Entire Agreement.** This Agreement constitutes the entire contract between Givens Highland Farms and You. Givens Highland Farms shall not be liable or bound in any manner by any statements, representations, or promises made by any person representing or purporting to represent Givens Highland Farms, unless such statements, representations, or promises are set forth in this Agreement or its duly executed Schedules and Addenda.
- E. **Successors and Assigns.** Except as set forth herein, this Agreement shall bind and inure to the benefit of the successors and assigns of Givens Highland Farms and Your heirs, executors, administrators, and assigns.
- F. **Subordination to Financing.** The Resident's rights under this Agreement shall at all times be subordinate to the rights of any bona fide lender under any mortgage, deed of trust or other security interest, now existing or hereafter created, on any of the property of Givens Highland Farms and to all amendments, modifications, replacements or refinancing thereof. The Resident shall execute and deliver any documents reasonably required by Givens Highland Farms or by the holder of any mortgage, deed of trust or other security agreement to evidence or effect such subordination.
- G. **Transfer of Property.** You agree not to make any gift or other transfer of property for the purpose of evading Your obligations under this Agreement or if such gift or transfer would render You unable to meet such obligations. You also agree to comply with all of Givens Highland Farms' policies prohibiting and/or regarding the making of gifts or donations to or for the benefit of Givens Highland Farms' employees or such employees' spouses and/or relatives.
- H. **Affiliation with Religious Organization.** Givens Highland Farms is a wholly-owned subsidiary of The Givens Estates, Inc., which is affiliated with the Western North Carolina Conference of the United Methodist Church. Such Conference has no responsibility for any of the obligations

of Givens Highland Farms under this Agreement.

- I. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina.
- J. **Ad Valorem Taxes.** Should Givens Highland Farms ever be required to pay ad valorem property taxes that may be assessed in the future, the applicable pro rata amount of such taxes may be added to the Monthly Fee for Your Residence.
- K. **Rights of the Resident** Under this Residency Agreement are the rights and privileges herein expressly granted and do not include any proprietary interest in the properties or assets of the Corporation or any membership in the Corporation.

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

Addenda Attached: Schedule I and Schedule II

Resident Date

Resident Date

GIVENS HIGHLAND FARMS, LLC

Executive Director Date

RESIDENCE AND SERVICES AGREEMENT
SCHEDULE I – page 1 of 2

Givens Highland Farms
Black Mountain, North Carolina

Resident(s) Name _____

Type of Residence _____

Residence Number _____

Occupancy Date _____

ENTRANCE FEE

<u>No Entrance Fee Option</u>	\$
(Administrative Fee - non-refundable)	
Double Person Occupancy Fee	\$
<u>Zero Percent (0%) Refund Option</u>	
Single Person Entrance Fee	\$
Double Person Entrance Fee	\$
<u>Fifty Percent (50%) Refund Option</u>	
Single Person Entrance Fee	\$
Double Person Entrance Fee	\$
<u>Ninety Percent (90%) Refund Option</u>	
Single Person Entrance Fee	\$
Double Person Entrance Fee	\$
Total Entrance Fee	\$
10 Percent Deposit	\$
Less Previous Deposit (if applicable)	\$
Amount of 10 Percent Deposit Payable	\$
Balance of 90 Percent of Entrance Fee (payable prior to Date of Occupancy)	\$

RESIDENCE AND SERVICES AGREEMENT
SCHEDULE I – page 2 of 2

Givens Highland Farms
Black Mountain, North Carolina

MONTHLY FEE

2019 Monthly Fee:

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

Single Person \$

Double Person \$

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

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

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

Ninety Percent Refund Option: The portion of this Entrance Fee that is refundable to you will decline at a rate of six percent (6%) upon the Date of Occupancy of the Residence and two percent (2%) on the first (1st) day of each calendar month thereafter until Your refund percentage remains at Ninety percent (90%).

**RESIDENCE AND SERVICES AGREEMENT
SCHEDULE II**

**Givens Highland Farms
Black Mountain, North Carolina**

Monthly Declining-Balance Meal Allowance:

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

Effective January 1, 2019, the Monthly Declining Balance Meal Allowance is:

-Apartments	\$265 per month per resident
-Cluster Homes, Condominium Homes, Twin Oaks Homes Meadowmont Homes	\$155 per month per resident
-Prentice Lodge Apartments	3 meals per day

RESIDENCE AND SERVICES AGREEMENT

Givens Highland Farms Black Mountain, North Carolina

This Residence and Services Agreement (hereinafter called the "Agreement") is made this ____ day of _____, 2019, by and between Givens Highland Farms, LLC., a North Carolina non-profit corporation (hereinafter called "Givens Highland Farms"), and _____ (hereinafter called "Resident", "You", or "Your") for occupancy of the residence located at _____ (hereinafter called the "Residence").

Residences in Givens Highland Farms consist of Garden Apartments, Prentice Lodge Apartments, Cluster Homes, Condominium Homes, Twin Oaks Homes, Meadowmont Homes and The Cottages. Community amenities include: dining rooms; deli/cafe; multi-purpose room; craft room; exercise room; spa; library and living rooms; and administrative space.

You and Givens Highland Farms agree as follows:

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

- A. Your Residence.** You shall have the exclusive right to occupy, use, and enjoy the Residence described above and in Schedule I, attached.
- B. Furnishings in Your Residence.** Givens Highland Farms will provide in most Residences wall-to-wall carpeting, vinyl flooring in kitchen and bath(s), refrigerator with ice maker, stove, oven, microwave, hood vent, dishwasher, washer and dryer, garbage disposal, prewiring for telephone and cable services, and other features and fixtures as described in Givens Highland Farms' current literature. All other furniture, furnishings, decorations, bed and bath linens, and other personal property will be provided by You.

Garden Apartments may not include hood vent, dishwasher or washer and dryer. Prentice Lodge apartments may not include stove, oven, hood vent, dishwasher or washer and dryer.

- C. Options and Custom Features in Your Residence.** You may select certain options and custom features in Your Residence for an additional charge. Givens Highland Farms will present you with a written quote specific to your options and custom feature request detailing the prices. The cost of options and custom features selected will be paid by You at the time of selection and will become part of the Residence and the property of Givens Highland Farms. The value of such improvements will not be considered in computing Entrance Fee refunds, unless specifically agreed to in an Addendum to this Agreement. All options and custom features must be approved by Givens Highland Farms administration and paid for by you in advance of the changes

made. Options and custom features must be selected and agreed upon within fourteen (14) days of notice of Your approval. If changes to options and custom features occur after that time, Your obligation to take Occupancy of the Residence and begin paying the Monthly Fee as of the Date of Occupancy (in Paragraph II.A) do not change, even if the options and custom features are not completed at the Date of Occupancy.

- D. Common Areas and Amenities.** Givens Highland Farms common areas and amenities are for the use and benefit of all residents and include a central dining room, café/deli, library, mail boxes, multi-purpose room, lounges, activity areas, arts and crafts room, woodworking shop, beauty/barber shop, walking areas, exercise areas, community garden, on-site assisted living center, and health center for nursing care.
- E. Parking.** Givens Highland Farms will provide parking areas for Your personal vehicle (a minimum of one space for each Residence). There is no “reserved” parking for apartments.
- F. Services and Programs.**
- 1. Utilities.** The monthly fee includes the cost of heating, air conditioning, electricity, natural gas (if available), water, sewer, trash removal, basic cable TV, internet, phone and standard municipal services. You are responsible for any costs related to telephone, internet and cable television service beyond that provided by Givens Highland Farms.
 - 2. Meals.** Givens Highland Farms will make available to each resident a monthly declining dining amount as stated in Schedule II. A maximum carryover of one (1) month’s dining dollars per person is allowed from month to month (except in Prentice Lodge); any dining dollar amount in excess of the maximum allowed will expire at the month’s end. Any additional charged amounts above the monthly allowance will be added to your monthly fee.
 - 3. Housekeeping Services.** The Monthly Fee includes housekeeping services weekly, that can include vacuuming, light dusting, cleaning of baths and kitchens, and changing of bed linens. The amount of time allotted for each residence is determined by the size of residence. Additional housekeeping is available for an extra fee.
 - 4. Groundskeeping.** Givens Highland Farms will furnish basic grounds keeping service, including lawn, tree and shrubbery care as part of the Monthly Fee. Subject to prior approval by Givens Highland Farms, You may plant and maintain certain garden areas adjacent to Your Residence and elsewhere as designated by Givens Highland Farms.
 - 5. Maintenance and Repairs.** Givens Highland Farms will maintain and repair improvements, furnishings, appliances, and equipment owned by Givens Highland Farms as part of the Monthly Fee. You will be responsible for the cost

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

6. **Transportation.** The Monthly Fee will include local group transportation for residents on a regular, scheduled basis for shopping and activities. Transportation for medical, personal or special group trips is available for an extra fee.
7. **Security.** Givens Highland Farms will provide 24-hour security, emergency response by trained Givens Highland Farms staff, smoke detectors in each Residence, a fire alarm system (Apartments Only), and an emergency call system.
8. **Activities.** Givens Highland Farms will provide scheduled social, recreational, spiritual, educational and cultural activities; arts and crafts; exercise and health programs; and other activities designed to meet residents' interests. Some activities or programs may require an extra fee.
9. **Other Services and Programs at Additional Charge.** Other services and programs will be available to You at Your expense, including, but not limited to those previously mentioned, beauty and barber services, home care services, personal laundry, special transportation, repairs of personal property, and other special services performed for You beyond the normal scope of services offered by Givens Highland Farms. The availability and charges for some additional services are itemized in Givens Highland Farms' current literature.
10. **Notice of Change in Scope of Services.** Except for changes required by law, Givens Highland Farms will notify You of any proposed change in the scope of services provided in this Agreement at least thirty (30) days before such change is effective. No change relating to a service included in the Monthly Fee under the terms of this Agreement shall be effective unless (a) consented to by Resident or (b) a reasonable adjustment is made in the Monthly Fee.
11. **Health Care Accommodations and Services.** Givens Highland Farms will make available health care accommodations and services as follows:
 - a. **Two Levels of Care in Health Care Residences.** Givens Highland Farms will have accommodations, equipment, staffing, programs, services and supervision necessary for licensed assisted living and licensed nursing care (collectively, the "Health Care Residences"). The Health Care Residences and services are available to You either temporarily or permanently on a space available basis, if needed, as determined by Givens Highland Farms. Charges will be in accordance with Paragraph III.F.1. Residents of Givens Highland Farms have priority access to all Health Care Residences and services before non-residents.
 - b. **Wellness Clinic.** A wellness clinic for certain consultations, screenings, and

appointments is available to You as scheduled and provided by Givens Highland Farms.

- c. **Staffing.** Twenty-four (24)-hour licensed nursing staff will be provided by Givens Highland Farms.
- d. **Medical Director.** The overall coordination and supervision of health care services within Givens Highland Farms will be provided by a Medical Director, who will be a licensed physician selected by Givens Highland Farms.
- e. **Charges.** Charges for the Health Care Residences and services described above in this Paragraph shall be as set forth in Paragraph III. F. 1. of this Agreement.
- f. **Health Care Services for an Additional Fee.** Other health services may be available to You at Your expense, including but not limited to pharmacy services, home care services, laboratory tests, physical therapy, occupational therapy, speech therapy, therapeutic activities, rehabilitative treatments, and wheelchairs and other medical equipment and supplies. The costs of such services are in addition to the charges described in Paragraph III. F. 1.
- g. **Personal Physician.** You will choose a personal physician who has admission privileges at a local hospital, in the event that You need to be hospitalized. You are responsible for the cost of physician services and all related medical and non-medical expenses.

II. **DATE OF AVAILABILITY AND OCCUPANCY**

- A. **Date of Availability.** The Date of Availability will be the date established by Givens Highland Farms based on when the Residence chosen by You is available for occupancy. At least thirty (30) days prior to the Date of Availability, Givens Highland Farms will give You notice of such date. You will select a Date of Occupancy that will be within sixty (60) days after the Date of Availability of the Residence. You will be expected to take Occupancy of the Residence and begin paying the Monthly Fee as of the Date of Occupancy. The Balance of the Entrance Fee is due on or prior to the Date of Occupancy.
- B. **Occupancy.** As used in this Agreement, “Occupancy” will have occurred when You have signed the Residence and Services Agreement and have paid the Entrance Fee in full as described in Paragraph III.B.2. Upon Occupancy, Givens Highland Farms will be obligated to provide You with the services outlined in this Agreement.

III. **FINANCIAL ARRANGEMENTS**

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

of the Entrance Fee shall be as follows:

1. **10 Percent Deposit.** To reserve Your Residence, You will make application to Givens Highland Farms, pay a deposit equal to ten percent (10%) of the total Entrance Fee for Your Residence (less any Application Fee if previously paid, of one thousand dollars (\$1,000.00)), and enter into this Agreement. You will receive notice of Your approval within fourteen (14) days of submitting Your application.
 2. **Balance of the Entrance Fee.** The Balance of the total Entrance Fee for the Residence will be due and payable prior to or on the Date of Occupancy, unless otherwise agreed to in writing by Givens Highland Farms.
- C. **Monthly Fee.** In addition to the Entrance Fee, You agree to pay a Monthly Fee upon Occupancy for the term of this Agreement. The Monthly Fee shall be payable in advance by the tenth (10th) business day of each month. Your Monthly Fee will be as set forth in Schedule I, attached.
- D. **Adjustments in the Monthly Fee.** The Monthly Fee is paid to provide the facilities, programs, and services described in this Agreement, and is intended to cover costs of the expenses associated with the operation and management of Givens Highland Farms. Givens Highland Farms, with the approval of its Board of Directors, may increase the Monthly Fee from time to time during the term of this Agreement. Monthly Fees will be adjusted as required, consistent with operating on a sound financial basis and maintaining quality service. You will receive a thirty (30) day advance notice of increases in the Monthly Fee or other charges.
- E. **Monthly Statements.** Givens Highland Farms will furnish You a Monthly Statement showing the Monthly Fee payable for the month in advance, and any additional charges from the previous month, payable by the tenth (10th) business day of the current month. Givens Highland Farms may charge, and You agree to pay promptly, interest at a rate of one and one-half percent per month on any unpaid balance owed by You thirty 30 days after the monthly statement is dated.
- F. **Health Care Charges.**
1. **Fee for Services.** Upon permanently occupying a Health Care Residence, You will surrender the Residence herein and will no longer pay the Monthly Fee for the Residence. Instead You will pay the published current per diem fee for such Health Care Residence. Upon temporarily occupying a Health Care Residence, You will continue to pay the Monthly Fee for the Residence herein and You will pay the published current per diem fee for such Health Care Residence for the period of time that You occupy same. Such per diem fee shall cover the cost of services described in Paragraph I.F.11.a-d. You may pay additional charges for ancillary services as described in Paragraph III. F. 3.
 2. **Use of Refundable Portion of the Entrance Fee.** Should You move permanently to a Health Care Residence, the remaining refundable portion of an Entrance Fee due to You as a refund can be applied to the cost of care in the Health Care Residence. Entrance Fee refunds will not be paid directly to any other health care facility besides Givens Highland Farms.

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

IV. **ADMISSION REQUIREMENTS AND PROCEDURES**

- A. **Age.** Residents shall be fifty-five (55) years of age or older. If Resident is a couple, at least one member of the couple must be fifty-five (55) years of age at the time of Occupancy.
- B. **Application Forms.** You will provide an Application for Admission, a Personal Health History and a Confidential Financial Statement, all on forms furnished by Givens Highland Farms for initial approval by Givens Highland Farms.
- C. **Personal Interview.** You shall have an interview with a Marketing Representative and selected members of the Admissions Committee from Givens Highland Farms prior to Occupancy. Upon review of all information required to be furnished herein, additional personal interviews may be requested by You or Givens Highland Farms.
- D. **Approval Process.** Upon receipt of the completed Application Forms and the personal interview with both Marketing Representative and members of the Admissions Committee (if required), Givens Highland Farms will review Your information and Your Physician's Examination Report as a basis for initial acceptance. Givens Highland Farms will approve or deny the application for initial admission within fourteen (14) days after receiving the completed forms, and will provide You with a written decision thereafter.
- E. **Health Requirements.** Within thirty (30) days of Application for Admission, You will provide Givens Highland Farms with a Physician's Examination Report completed by Your personal physician. Such report shall include a statement by the physician that You are able to live independently and undertake ongoing activities of daily living. Givens Highland Farms may now or in the future additionally require a history and physical from Your physician to include physician progress notes. Givens Highland Farms may require You to have another physical examination by a physician approved by Givens Highland Farms if additional information is necessary. You shall be responsible for the cost of such physical examinations. If You do not meet the criteria for independent living established by Givens Highland Farms, You may move to other accommodations within Givens Highland Farms more suitable to Your needs, or

terminate this Agreement.

- F. **Financial Requirements.** You must have assets and income sufficient to pay Your financial obligations under this Agreement and to meet Your ordinary living expenses. Givens Highland Farms may require You to furnish additional or updated financial information prior to Occupancy. Supplemental financial assistance may be available to Residents who qualify, as determined by Givens Highland Farms.
- G. **Representations.** You affirm that the representations made in all information furnished by You to Givens Highland Farms, including the Application for Admission, Personal Health History, Confidential Financial Statement and Physician's Examination Report, are true and correct and may be relied upon by Givens Highland Farms as a basis for entering into this Agreement.
- H. **Statement as to Non-Discrimination.** Givens Highland Farms shall not limit residency to persons on the basis of gender, race, color, religion, national origin or disability.

V. **TERMS OF RESIDENCY**

- A. **Rights of Resident.** This Agreement is and shall be construed only as a revocable license. Subject to the terms and provisions of this Agreement, You have the right to occupy, use, and enjoy the Residence, common areas, amenities, programs and services of Givens Highland Farms during the term of this Agreement. It is understood that this Agreement does not transfer or grant any right, title or interest in the real or personal property owned or administered by Givens Highland Farms other than the rights and privileges as described in this Agreement. Nothing in this Agreement shall be construed to create a lease or the relationship of landlord and tenant between Givens Highland Farms and You.
- B. **Policies and Procedures.** All residents shall abide by Givens Highland Farms policies and procedures, including such amendments, modifications and changes to Guidelines for Living and Policies and Procedures Handbook as may be adopted by Givens Highland Farms. Such Guidelines shall be made readily available to You.
- C. **Changes in the Residence and the Agreement.** Givens Highland Farms has the right to change the Residence and/or the Agreement when and to the limited extent required to comply with the requirements of any applicable statutes, laws or regulations. The Residence may not be used in any manner in violation of any zoning ordinances or other governmental law or regulation.
- D. **Visitors.** Short-term visitors and guests may stay in Your Residence for limited stays. No person other than You may reside in the Residence without the approval of Givens Highland Farms.
- E. **Occupancy by Two Residents.** When two (2) Residents occupy a Residence and one of them no longer resides in the Residence, whether as a result of death or otherwise, or in the event of the termination of this Agreement with respect to one of the Residents, this Agreement shall continue in effect for the remaining Resident. The remaining Resident will thereafter pay the Single Person Monthly Fee associated with the Residence. No Entrance Fee refunds, if due,

shall be paid to the remaining Resident until the Residence is vacated as described in Paragraph VII. F.

- F. Request by You for Change in Residence.** You may request a change in Residence at any time. Givens Highland Farms carefully considers such requests, including but not limited to such factors as Resident's health, Resident's finances, availability of requested type of Residence and waiting lists. Resident must agree to pay the difference in the Entrance Fee and Monthly Fee between the requested Residence and the current Residence. Givens Highland Farms may require You to enter into a new or amended Residence and Services Agreement for the new Residence. The Entrance Fee refund percentage selected at initial occupancy remains in effect during a change in residence and is applicable to any additional amounts paid as a result of the change.
- 1. Move to Another Residence.** Should You be approved by Givens Highland Farms to move to a subsequent Residence, You will pay the Monthly Fee associated with the subsequent Residence. Even if the Entrance Fee for the original Residence, when You began to occupy it, was greater than the current Entrance Fee for the subsequent Residence, You will not be entitled to a refund as a result of the difference between such Entrance Fees. If, however, the Entrance Fee for the original Residence, when You began to occupy it, was less than the current Entrance Fee for the subsequent Residence, You will pay an amount equal to the difference between the Entrance Fee of the original Residence that You paid and the current Entrance Fee of the subsequent Residence.
- G. Change in Residence at Option of Givens Highland Farms.** If Givens Highland Farms reasonably determines that Your Residence needs to be vacated to permit repairs or renovations thereto, or needs to be modified or reconfigured to accommodate a new or different use of the Residence, or as a result of any other circumstances reasonably determined by Givens Highland Farms to justify such transfer, Givens Highland Farms may move You to a new Residence of a similar size provided that Givens Highland Farms (i) advises You prior to undertaking any such move, (ii) gives You reasonable notice of and time to prepare for such move, (iii) incurs all the costs of such move, (iv) arranges for the prompt and convenient moving of Your personal furnishings, and (v) provides in such new Residence optional custom improvements comparable to those provided in Your original Residence.
- H. Loss of Property.** Givens Highland Farms shall not be responsible for the loss of any property belonging to You due to theft, mysterious disappearance, fire or any other cause. You will be responsible for securing personal property insurance.
- I. Medical Insurance.** You shall maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to Givens Highland Farms and shall furnish Givens Highland Farms with evidence of such coverage (e.g. Federal Government employees who subscribe to Federal Blue Cross Blue Shield).
- J. Marriage During Occupancy.** Should You marry a person who is also a Resident of Givens Highland Farms, the two of You may occupy either Residence and shall surrender the unoccupied Residence. You will pay the Double Person Monthly Fee upon Occupancy by both

of You in the chosen Residence. No Entrance Fee refunds, if due, shall be paid until Givens Highland Farms receives a replacement Entrance Fee for the vacated Residence or twenty-four (24) months after Termination by Resident (whichever occurs first), and removal of all personal belongings. Refunds are made in accordance with this Agreement.

If You should marry a person who is not a resident of Givens Highland Farms, Your spouse may become a resident if Your spouse meets all the requirements for admission, enters into a Residence and Services Agreement with Givens Highland Farms, and pays an Entrance Fee equal to the then-current Double Person Entrance Fee (if You paid an Entrance Fee). You and Your spouse shall pay the Double Person Monthly Fee. If Your spouse does not meet the requirements of Givens Highland Farms for admission as a resident, You may terminate this Agreement in the same manner as provided in Paragraph VII. B. with respect to a voluntary termination, or Your spouse may be approved for admission under special circumstances as agreed to in writing by Givens Highland Farms and You. Refunds are made in accordance with this Agreement.

- K. **Right of Entry.** You authorize employees or agents of Givens Highland Farms to enter the Residence for the purposes of housekeeping, repairs, maintenance, inspection, and in the event of an emergency. Givens Highland Farms will always endeavor to maintain Your privacy and the privacy of the Residence. For Your safety, You agree not to replace or add any locks to the Residence.
- L. **Residents' Organizations.** Residents of Givens Highland Farms are free to join a Residents' Corporation that is open to all residents. Such organization elects representatives, officers, and other positions to engage in activities of interest to all residents.

VI. **TRANSFERS OR CHANGES IN LEVELS OF CARE**

- A. **Transfer to a Health Care Residence.** Givens Highland Farms recognizes the right of self-determination of the Resident and will attempt to involve the Resident or the Resident's representative in all decisions related to transfers and changes in level of care. Givens Highland Farms shall have authority to determine whether You should be transferred from Your Residence to a Health Care Residence, or from one level of care to another within Givens Highland Farms, in cases of potential harm to Yourself or others, to assure the health and wellbeing of You and others, or to provide for the highest quality of life possible. Such determination shall be based on the opinion of the Givens Highland Farms administration and/or the Givens Highland Farms Medical Director and shall be made after consultation with You and Your representative and Your attending physician. Such decisions shall be made only in Your best interest and in the best interest of the larger community as determined by Givens Highland Farms.
- B. **Transfer to Other Facility.** If it is determined by Givens Highland Farms that You need care beyond that which can be provided by Givens Highland Farms, You may be transferred to a hospital or institution equipped to give such care at Your expense. Such transfer will be made only after consultation with You and/or Your representative and attending physician.

- C. **Surrender of Residence.** If a reasonable determination is made by Givens Highland Farms that any transfer described in Paragraph VI. A. is or is highly likely to be permanent; You agree to surrender Your Residence. You will have priority to move to such Health Care Residences, determined to best meet your needs, as soon as such is available.

VII. **TERMINATION AND REFUND PROVISIONS**

A. **Termination by Resident Prior to Occupancy.**

1. **Termination During First 30 Days.** This Agreement may be terminated by You for any reason within thirty (30) days following the later of the execution of this contract or the receipt of a disclosure statement and You are not required to move into the facility during this period. Any monies paid by You shall be refunded in full less any non-standard costs incurred at Your request. Any such refund shall be paid by Givens Highland Farms within ten (10) business days following receipt of written notification of such termination by You to:

Director of Marketing
Givens Highland Farms
200 Tabernacle Road
Black Mountain, NC 28711

2. **Termination After First 30 days and Before Occupancy.** This Agreement may be terminated by You for any reason after thirty (30) Days from entering into this Agreement and prior to Occupancy by giving written notice to Givens Highland Farms. In the event of such termination, You will receive a refund of Your ten percent (10%) Deposit, less a nonrefundable fee equal to two percent (2%) of the total amount of the Entrance Fee chosen for Your Residence, and any non-standard costs requested by You. The Agreement will be automatically cancelled to comply with NCGS 58-64-25(a)(2) and the nonrefundable fee will not be charged to You if such termination is due to death, death of Your spouse, or because Your physical, mental or financial condition makes You ineligible for admission to Givens Highland Farms. Any such refund shall be paid by Givens Highland Farms within ten (10) business days following receipt of written notification of such termination.

- B. **Termination by Resident During the First 30 Days After Occupancy.** Within the first 30 days after occupancy, the resident may terminate this Agreement by giving Givens Highland Farms written notice of such termination. For rescinded or cancelled agreements the resident or resident's legal representative shall receive a refund of all money or property transferred to Givens Highland Farms, less (i) periodic charges specified in the agreement and applicable only to the period the residence was actually occupied by the resident; (ii) those nonstandard costs specifically incurred by Givens Highland Farms at the request of the resident and described in the agreement or any agreement amendment signed by the resident; (iii) nonrefundable fees as

set out in paragraph VII. E of the agreement; and (iv) a reasonable service charge, as set out in the agreement, not to exceed the greater of one thousand dollars (\$1,000) or two percent (2%) of the entrance fee.

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

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

- E. **Amortization of the Entrance Fee.** Your Entrance Fee is partially refundable. The portion of the Entrance Fee that is refundable to You will decline over time, at a specific percentage upon the date of Occupancy of the Residence and the balance declining on the first (1st) day of each calendar month thereafter at a rate based upon the Entrance Fee of 75% refund. The rate at which the Entrance Fee declines is outlined in Schedule I. Regardless of the reason for termination, you are entitled to Your Entrance Fee refund, less any non-standard costs requested by You, except as otherwise provided by this Agreement.

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

- G. **Condition of Residence.** Upon vacating the Residence, You shall leave it in good condition except for normal wear and tear. You or Your estate shall be liable to Givens Highland Farms for costs required to restore the Residence to good condition or standard condition, except for normal wear and tear, and for the removal and disposition of abandoned personal belongings. Such costs will be deducted from the refundable portion of the Entrance Fee due to You (if due), or added to your final statement if no refund is due.

- H. **Changes to Residence.** After the Date of Occupancy, any structural or physical changes to the Residence directed by you (including alterations such as construction of bookshelves or redecoration such as painting or wallpapering) will require the prior approval of Givens Highland Farms and will be made only under Givens Highland Farms' supervision and direction. The cost of any change requested by You shall be at Your expense. Givens Highland Farms may require, as a condition of approval of a requested change, that You either (i) agree to

bear the cost of restoring the Residence to its original condition upon termination of Your occupancy of the Residence or (ii) prepay the estimated cost of restoring the Residence to its original condition. All structural improvements shall belong to Givens Highland Farms.

VIII. FINANCIAL ASSISTANCE

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

IX. GENERAL

- A. **Tobacco-free Campus.** The Givens Highland Farms campus and residences are tobacco-free.
- B. **Assignment.** Your rights and privileges under this Agreement to the Residence, common areas and amenities, services and programs of Givens Highland Farms are personal to You and may not be transferred or assigned by You.
- C. **Management of Givens Highland Farms.** The absolute rights of management are reserved by Givens Highland Farms, its Board of Directors, and its administrators as delegated by the Board of Directors. Givens Highland Farms reserves the right to accept or reject any person for residency. Residents do not have the right to determine admission or terms of admission for any other Resident.
- D. **Entire Agreement.** This Agreement constitutes the entire contract between Givens Highland Farms and You. Givens Highland Farms shall not be liable or bound in any manner by any statements, representations, or promises made by any person representing or purporting to represent Givens Highland Farms, unless such statements, representations, or promises are set forth in this Agreement or its duly executed Schedules and Addenda.
- E. **Successors and Assigns.** Except as set forth herein, this Agreement shall bind and inure to the benefit of the successors and assigns of Givens Highland Farms and Your heirs, executors, administrators, and assigns.
- F. **Subordination to Financing.** The Resident's rights under this Agreement shall at all times be subordinate to the rights of any bona fide lender under any mortgage, deed of trust or other security interest, now existing or hereafter created, on any of the property of Givens Highland Farms and to all amendments, modifications, replacements or refinancing thereof. The Resident shall execute and deliver any documents reasonably required by Givens Highland Farms or by the holder of any mortgage, deed of trust or other security agreement to evidence or effect such subordination.
- G. **Transfer of Property.** You agree not to make any gift or other transfer of property for the purpose of evading Your obligations under this Agreement or if such gift or transfer would

render You unable to meet such obligations. You also agree to comply with all of Givens Highland Farms' policies prohibiting and/or regarding the making of gifts or donations to or for the benefit of Givens Highland Farms' employees or such employees' spouses and/or relatives.

- H. **Affiliation with Religious Organization.** Givens Highland Farms is a wholly-owned subsidiary of The Givens Estates, Inc., which is affiliated with the Western North Carolina Conference of the United Methodist Church. Such Conference has no responsibility for any of the obligations of Givens Highland Farms under this Agreement.
- I. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina.
- J. **Ad Valorem Taxes.** Should Givens Highland Farms ever be required to pay ad valorem property taxes that may be assessed in the future, the applicable pro rata amount of such taxes may be added to the Monthly Fee for Your Residence.
- K. **Rights of the Resident** under this Residency Agreement are the rights and privileges herein expressly granted and do not include any proprietary interest in the properties or assets of the Corporation or any membership in the Corporation.

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

Addenda Attached: Schedule I and Schedule II

Resident Date

Resident Date

GIVENS HIGHLAND FARMS, LLC

Executive Director Date

RESIDENCE AND SERVICES AGREEMENT
SCHEDULE I – page 1 of 2

Givens Highland Farms
Black Mountain, North Carolina

Resident(s) Name _____

Type of Residence _____

Residence Number _____

Occupancy Date _____

ENTRANCE FEE

Seventy-Five Percent (75%) Refund

Single Person Entrance Fee \$

Double Person Entrance Fee \$

Total Entrance Fee \$

10 Percent Deposit \$

Less Previous Deposit (if applicable) \$

Amount of 10 Percent Deposit Payable \$

Balance of 75 Percent of Entrance Fee \$
(payable prior to Date of Occupancy)

RESIDENCE AND SERVICES AGREEMENT
SCHEDULE I – page 2 of 2

Givens Highland Farms
Black Mountain, North Carolina

MONTHLY FEE

2019* Monthly Fee:	
Single Person	\$
Double Person	\$

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

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Seventy-Five Percent Refund: The portion of this Entrance Fee that is refundable to you will decline at a rate of five percent (5%) upon the Date of Occupancy of the Residence and two percent (2%) on the first (1st) day of each calendar month thereafter until Your refund percentage remains at seventy-five percent (75%).

**RESIDENCE AND SERVICES AGREEMENT
SCHEDULE II**

**Givens Highland Farms
Black Mountain, North Carolina**

Monthly Declining-Balance Meal Allowance:

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

Effective January 1, 2019, the Monthly Declining Balance Meal Allowance is:

- The Cottages	\$155 per month per resident
----------------	------------------------------



Contract for Admission

Resident Name: _____

Health Insurance: _____

Medicare Number: _____

Admission Date: _____

Level of Care at Admission: _____

_____, is herein referred to as the "Resident."
Givens Highland Farms, LLC is herein referred to as the "Facility".

Givens Highland Farms, (the "Facility"), agrees to provide Skilled Nursing or Adult Care and ancillary services to Resident at Givens Highland Farms' standard charges. A list of the current charges is incorporated into this Agreement by reference.

Resident or, in the event Resident is unable to execute this Agreement, Resident's responsible party and Givens Highland Farms agree that the following terms, conditions, and policies shall apply with regard to the care provided to the resident during resident's stay at Givens Highland Farms:

I. Consent to Treatment

I hereby authorize my attending physician, Dr. Rabi Kutob, or his designee, or in the absence of both, an on call emergency physician to prescribe and administer medical treatment while I am a Resident of this facility. I certify that I and/or my responsible party have been made aware of my medical condition and authorize this facility to perform necessary nursing and medical care. I understand that I may refuse any medication, treatment or therapy in entirety or partially at any time and release the facility and its employees or agents from any and all responsibility of consequences, which may result from my refusal.

II. Release of Information

Givens Highland Farms is authorized to release medical or other information concerning the Resident named above to Medicare/Medicaid agencies, private insurance companies and other sources from which payment of services is to be provided. Information may be released to hospitals and other treatment facilities to which the Resident may be transferred for health care services. Independent health care professionals treating the Resident outside of Givens Highland Farms will be provided with medical and financial information necessary for treatment and billing purposes. Medical information will be transmitted to the state and federally approved data bank, which is required for care of Residents within a certified nursing facility.

Information released may be submitted verbally, by mail, fax, or electronic transmission. I release Givens Highland Farms from any liability, which may arise from the release of such information. I request the payment of authorized benefits on my behalf be made to Givens Highland Farms.

III. Charges and Fees

The Resident agrees to pay the facility promptly when billed for all fees and charges imposed by the Facility hereunder which are not covered under the Medicare or Medicaid program.

If part or all of the Resident's stay in skilled care is not covered under the Medicare or Medicaid program, then in consideration of the Facility furnishing adult care or SNF nursing care to the Resident, the Resident shall pay, promptly when billed, for each day during the period set forth in the following sentence, an amount equal to the standard daily rate for such care as shown on the Facility Rate Schedule in effect. Charges and fees are subject to change with (30) days' notice. The period referred to in the preceding sentence shall commence on the date of the Resident's admission to the Facility if no part of the Resident's stay at the Facility is covered under the Medicare or Medicaid program (the "Admission Date"), or the date on which coverage for such stay terminates (the "Coverage Termination Date"), whichever is applicable, and shall conclude on the day on which the Resident is discharged. The monthly equivalent of the aforesaid daily rate shall be included in the following month's statement. Payment is expected by the 25th day of each month thereafter. Givens Highland Farms, LLC may charge interest on outstanding accounts not received by the 30th of each month thereafter.

The current charge for such care, as shown on the presently effective Facility Rate Schedule (a copy of which is attached hereto), is \$_____ per day.

The Resident also shall pay, promptly when billed, the daily co-insurance under the Medicare program, or monthly co-pay under the Medicaid program, if applicable and all charges for additional items and services furnished to the Resident which are not covered under the Medicare or Medicaid program. Such additional items and services include but are not limited to clothing, personal dry cleaning, or services furnished while the Resident's stay at the Facility is not covered under the Medicare and Medicaid program. The charges therefore shall be only those which are permitted pursuant to section 1866 (a) of the Social Security Act and applicable regulations there under, and (b) no such additional item or service shall be furnished hereunder except at specific request of the Resident.

Facility will advise the Resident of the amount of the Charge for Requested Services prior to furnishing those services. Refunds of any amounts paid in excess of the charges under Paragraph 3 above and this Paragraph shall be made by Facility as expeditiously as possible and in no event more than thirty (30) days after all Medicare program and Medicaid program payments as well as co-insurance payments have been collected.

As a courtesy, the resident may request assistance from the Facility in filing long-term care insurance for reimbursement of covered charges. However, these charges are billed and treated as private charges. The Resident agrees to pay the Facility promptly when billed. In addition, the resident may arrange for reimbursement from a long-term care insurance policy to be paid directly to the Facility.

In the event the Resident fails to or refuses to pay any fees and charges due the Facility in accordance with this Agreement and it becomes necessary to place the account in the hands of a collection agency or an attorney for collection, the Resident shall pay all collection agency charges and other expenses for collection incurred by the Facility, including reasonable attorney's fees (not exceeding 15% of the amount due to Facility) and court costs. In accordance with state regulations a 30 day discharge notice will be issued for nonpayment.

Medicare coverage is determined by a Resident's diagnosis, medication, and/or treatment ordered by the physician. If at any time during the stay it is determined that a Resident's condition does not qualify for covered care under Medicare regulations, notification will be made in writing to the Resident or responsible party that Medicare coverage has been terminated. At this time, the Resident or responsible person must make satisfactory financial arrangements for continued care at the Facility. Default in payment for one (1) month will result in termination of agreement to provide care.

If the resident meets the Medicare criteria for coverage, Medicare pays all charges for the first 20 days of "covered care". Beginning with the 21st to 100th day of covered care, Medicare pays all charges except the co-insurance, (see Charge List for Medicare Co-insurance rate), this is billed to the Resident/responsible party. No discount is allowed on co-insurance.

For Private Pay Residents; if you are admitted after the first day of the month, the first month bill will include the prorated amount for the month of admission and the full amount for first full month stay,

Subsequent months will reflect a one month stay.

Ancillary charges will be billed at the end of each month.

Medicaid residents will be billed the monthly liability determined by Medicaid on a monthly basis.

Medicaid covered residents are allowed 60 days per year for therapeutic leave for which the program will pay to hold their beds.

Therapeutic leaves are arranged on the following basis:

- The leave must be approved by the attending physician.
- Departure and return dates must be pre-arranged.
- The facility staff must coordinate the leave with the family.
- Resident must return at the pre-determined time.
- The maximum number of days for a therapeutic leave without prior approval from Medicaid is two (2) weeks.

Initial: _____ The medical needs of the above-named Resident do not meet the criteria for Medicare Part A coverage; therefore, Medicare will not cover any portion of the care. Some services, however, may be covered under Medicare Part B.

Initial: _____ The medical needs of the above-named Resident do meet the criteria for Medicare Part A coverage. I also understand if the Resident's condition changes and the medical criteria are no longer met, Medicare Part A coverage will cease.

IV. Trust Fund

Givens Highland Farms, LLC will establish, upon written request, a trust fund that will allow a Resident to maintain a source of personal cash within the facility. The resident will receive a statement each month listing all transactions of the fund, bank service charges and interest paid to the account.

Examples of items purchased from the Trust Fund would be beautician and barber services, and sundry items. It is necessary for each resident to maintain a balance in the account of at least as much funds as will be used by that resident in any given month.

Givens Highland Farms is authorized to maintain and disburse personal funds on resident's behalf.

Yes _____ No _____

Residents that choose to maintain a trust fund account at Givens Highland Farms may access their money Monday through Sunday 8:30 AM-4:30 PM at the Health Care Center Reception Desk.

Upon discharge trust fund monies will be refunded within 30 days as required.

V. Personal Belongings

While Givens Highland Farms encourages the use of personal belongings in the resident's room, Givens Highland Farms is not responsible for the safekeeping or replacement of such personal belongings. Items of monetary value or those items to which there is a high sentimental value should not be maintained in the resident's room. Because of close living arrangements, memory issues for many residents, the large number of individuals daily in and out of the resident's living

area, items such as valuable jewelry, (including wedding rings), checkbooks, credit cards, antiques, cash, etc. should not be brought to the skilled care unit or to the Adult Care unit.

A small safe is available in the administrative area to safeguard a billfold, checkbook, credit cards, etc. for safe keeping temporarily until it can be picked up by a family member. The resident may also request a lock on your drawer in your room or a lock box. Maintaining key security is the resident's responsibility. Givens Highland Farms is not responsible for any money, valuables or personal effects brought into the Facility by the Resident, relatives or friends of the Resident. Residents are encouraged to obtain personal insurance on hearing aids and eyeglasses. Cash is best deposited into the Trust Fund.

Personal items, including limited furniture items, are allowed based on space available. Assisted Living Residents are encouraged to provide their own furnishings if desired, however consideration must be given to roommates and safety requirements. Please discuss any questions regarding items with the Admissions Coordinator or Health Services Director.

Personal storage space outside of the resident room is not provided in the skilled and assisted living units.

VI. Discharge Notice

The Resident shall give the Health Services Director of the Facility seven (7) days prior written notice of his/her intention to terminate their stay at the Facility, unless such notice would be due when such stay is covered under the Medicare and Medicaid program. All accrued charges shall be paid prior to such termination.

VII. Resident Photographs and Published Directory

Givens Highland Farms uses photographs of each resident for identification purposes. A photograph of the resident will be taken and will be placed in the resident's medical record. This allows staff to identify the resident for treatment and in emergency situations.

Photographs may be taken on special occasions, activities or therapy. These photographs may be placed on bulletin boards or in facility publications.

Yes I consent to the be photographed on special occasions and have that photo posted

No I declined to be photographed for special occasions.

A list of residents and their location will be published on a wall directory as well as in a hard copy directory. Additionally, resident names may be listed on special occasions, activities, or therapy. These lists may be placed on bulletin boards or in facility publications.

Please indicate your wishes regarding the Resident Directory and Resident Listings.

Yes ___ I consent to having my name and location published in the Givens Highland Farms Resident Directory and listed for special occasions as described above,

No ___ I decline to be listed in the Givens Highland Farms Directory or listed for special events.

Residents, family members, and visitors are prohibited from taking photographs or videos of other residents, staff members or visitors at any time.

VIII. Laundry Services

Laundry service is available for personal clothing at an extra charge. Families are requested to provide clothing that is easily cleaned. Givens Highland Farms, LLC will place labels on clothing for identification. Residents should have sufficient quantity of clothing to allow time for laundering. Bed linens, towels, washcloths, etc. are included in the daily room rate.

Resident's laundry is to be done by the Facility. _____ Yes _____ No

IX. Restrictions and Liabilities

The Resident hereby agrees to indemnify and hold the Facility and its officers, directors, employees and agents harmless from and against any liability for personal injuries, death or property damage caused by the Resident, except in the case of negligence of the Facility or its officers, directors, employees or agents.

X. Documents Received

The undersigned has received a copy of the following material and accepts responsibility for cooperation with Givens Highland Farms in these respects:

- a) Policies Governing Resident Care
- b) List of Charges
- c) Contract for Health Care Center
- d) NC DMA Advance Directives information
- e) Notice of Privacy Practices
- f) Notice of Entitlement Benefits (Information regarding Medicare/Medicaid coverage)
- h) Givens Highland Farms, LLC Bed Hold Policy
- l) Givens Highland Farms, LLC Nondiscrimination Policy
- j) Floor plan of the facility
- k) CDC Information on Influenza and Pneumonia Vaccines
- l) Resident Rights document
- m) Bundle Payment Notification Letter
- n) Bed Hold Policy and Agreement
- o) Administrator letter regarding realities

Resident agrees to abide by all rules and regulations established by Facility for the operation and maintenance of Facility. This will include family members and visitors of the Resident being respectful to all residents and staff members of Givens Highland Farms, LLC.

This Agreement shall be binding upon Givens Highland Farms, LLC., operating as Givens Highland Farms Health Care Center, and upon resident and/or responsible party, their respective heirs, successors and assigns.

Resident or Responsible Party

Date

Givens Highland Farms Admissions Director

Date

Attachment 4



EXTRA SERVICES

Housekeeping	\$25.00 per hour
Carpet Cleaning.....	\$28.00 per hour
Maintenance/Grounds.....	\$28.00 per hour

GUEST ROOMS

- 1 Bedroom Guest Room with Queen Bed and Breakfast Voucher...\$105.00 per night
- 2 Bedroom Guest Room with Queen Bed & Twin Beds and Breakfast Voucher....\$115.00 per night

- 10% discount for 2 consecutive nights
- 20% discount for 3 or more consecutive nights

ASSISTED LIVING FEES

Semi-Private.....	\$199/day
Private	\$236/day

HEALTH CARE CENTER FEES

Semi-Private.....	\$273/day
Private	\$306/day

TRANSPORTATION SERVICE FEES

24-hour notice is requested. No appointments should be scheduled before 8:00 a.m. or after 4:00 p.m., in order to allow for pick-up before 4:30 p.m.

Tuesday/Thursday Doctor Destinations.....	\$12.00 per trip
Friday Shopping Black Mountain/Swannanoa.....	No Charge
Regular Transportation.....	\$23.00 per hour
Asheville Airport Mon-Fri.....	\$50.00
After Hours.....	\$70.00

Attachment 5

THE GIVENS ESTATES, INC. AND SUBSIDIARIES

**Consolidated Financial Statements and
Supplementary Information**

Years Ended December 31, 2018 and 2017

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Independent Auditors' Report

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

Report on Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of The Givens Estates, Inc. and Subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Givens Estates, Inc. and Subsidiaries as of December 31, 2018 and 2017, and the results of operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Emphasis of Matter – New Accounting Pronouncement

As discussed in Note 1 to the consolidated financial statements, the Company adopted the provisions of Financial Accounting Standards Board Accounting Standards Update 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* during 2018. Our opinion is not modified in respect to this matter.

Report on Consolidating Information

Our audits were conducted for the purpose of forming an opinion on the basic consolidated financial statements as a whole. The supplemental information listed in the foregoing table of contents is presented for purposes of additional analysis rather than to present the financial position and results of operations, and cash flows of the individual organizations, and is not a required part of the basic consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with 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 consolidated financial statements as a whole.

Sincerely,

Dixon Hughes Goodman LLP

**Greenville, South Carolina
April 17, 2019**

The Givens Estates, Inc. and Subsidiaries
Consolidated Balance Sheets
December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 9,052,772	\$ 15,265,650
Assets limited as to use, current portion	33,739	32,505
Accounts receivable, net of allowance for doubtful accounts of \$237,000 and \$145,000 in 2018 and 2017, respectively	1,392,265	1,897,074
Contributions receivable net, current portion	55,802	54,072
Other receivables	1,843,827	1,611,454
Prepaid expenses	585,455	393,967
	<u>12,963,860</u>	<u>19,254,722</u>
Total current assets		
Non-current assets:		
Property and equipment, net	153,700,698	145,600,223
Assets limited as to use, less current portion	2,262,366	2,169,612
Investments restricted for statutory operating reserve	11,265,000	10,783,000
Investments	33,340,820	25,852,441
Contributions receivable net, less current portion	122,732	114,426
Deferred costs, net	629,125	317,322
Other assets	902,992	-
Intangibles, net	8,227,243	9,433,475
Interest rate swap	56,128	-
	<u>210,507,104</u>	<u>194,270,499</u>
Total non-current assets		
Total assets	<u>\$ 223,470,964</u>	<u>\$ 213,525,221</u>

See accompanying notes.

The Givens Estates, Inc. and Subsidiaries
Consolidated Balance Sheets
December 31, 2018 and 2017

(Continued)

	<u>2018</u>	<u>2017</u>
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable and other accrued liabilities	\$ 3,229,846	\$ 5,444,527
Payroll accruals and related withholdings	2,214,869	2,137,127
Interest payable	186,286	183,078
Agency funds	33,739	32,505
Estimated resident refunds payable, current portion	4,938,000	4,487,000
Long-term debt, current portion	3,811,680	10,123,112
	<u>14,414,420</u>	<u>22,407,349</u>
Long-term liabilities:		
Long-term debt, net	65,431,360	61,604,773
Resident refunds payable, net of current portion	47,920,540	45,322,717
Deferred revenue from entrance fees	61,818,522	55,151,884
Advance admission deposits	879,684	715,945
	<u>176,050,106</u>	<u>162,795,319</u>
Total liabilities	<u>190,464,526</u>	<u>185,202,668</u>
Net assets:		
Without donor restrictions	25,377,353	20,489,853
With donor restrictions	7,629,085	7,832,700
	<u>33,006,438</u>	<u>28,322,553</u>
Total liabilities and net assets	<u>\$ 223,470,964</u>	<u>\$ 213,525,221</u>

See accompanying notes.

The Givens Estates, Inc. and Subsidiaries
Consolidated Statements of Operations
Years Ended December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Unrestricted revenues, gains and other support:		
Long-term care revenue, net	\$ 14,157,041	\$ 12,937,037
Residential revenue, including amortization of entrance fees of \$7,994,000 and \$6,510,000 in 2018 and 2017, respectively	29,953,559	26,078,831
Assisted living revenue, net	5,358,317	5,324,442
Residential food service revenue	2,680,805	2,553,402
Contributions and bequests	851,974	570,219
Interest and dividend income	888,128	984,006
Realized gain on investments	89,139	1,411,645
Net assets released from restrictions—operations	496,987	641,241
Other revenue	2,981,348	1,756,699
	<u>57,457,298</u>	<u>52,257,522</u>
Total unrestricted revenues, gains and other support		
Expenses:		
Long-term care	13,465,915	13,389,507
Residential	20,993,548	19,056,448
Assisted living	3,730,559	3,764,321
Outreach	950,438	456,609
Bad debts	144,005	67,072
Depreciation	6,565,093	5,844,935
Amortization	1,246,581	1,567,725
Interest	2,156,073	2,201,807
	<u>49,252,212</u>	<u>46,348,424</u>
Total expenses		
Operating income	<u>8,205,086</u>	<u>5,909,098</u>
Non-operating gain (loss):		
Unrealized gain (loss) on investments	(3,386,840)	2,312,550
Change in interest rate swap value	56,128	-
Loss on bond payable refunding	-	(1,361,936)
	<u>(3,330,712)</u>	<u>950,614</u>
Total non-operating gain (loss), net		
Excess of revenues over expenses	4,874,374	6,859,712
Other changes in net assets without donor restrictions:		
Net assets released from restrictions—capital projects	13,126	3,310,919
	<u>13,126</u>	<u>3,310,919</u>
Change in net assets without donor restrictions	<u>\$ 4,887,500</u>	<u>\$ 10,170,631</u>

See accompanying notes.

The Givens Estates, Inc. and Subsidiaries
Consolidated Statements of Changes in Net Assets
Years Ended December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Net assets without donor restrictions:		
Excess of revenues over expenses	\$ 4,874,374	\$ 6,859,712
Net assets released from restrictions—capital projects	<u>13,126</u>	<u>3,310,919</u>
Change in net assets without donor restrictions	<u>4,887,500</u>	<u>10,170,631</u>
Net assets with donor restrictions:		
Contributions	685,674	706,169
Net investment income (loss)	(444,511)	801,759
LifeMinistries income	65,335	64,609
Net assets released from restrictions—operating	(496,987)	(641,241)
Net assets released from restrictions—capital	<u>(13,126)</u>	<u>(3,310,919)</u>
Change in net assets with donor restrictions	<u>(203,615)</u>	<u>(2,379,623)</u>
Change in net assets	4,683,885	7,791,008
Net assets, beginning of year	<u>28,322,553</u>	<u>20,531,545</u>
Net assets, end of year	<u>\$ 33,006,438</u>	<u>\$ 28,322,553</u>

See accompanying notes.

The Givens Estates, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities:		
Change in net assets	\$ 4,683,885	\$ 7,791,008
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	6,565,093	5,844,935
Amortization of deferred financing costs	85,323	669,764
Amortization of intangible assets	1,246,581	1,567,725
Loss on bond payable refunding	-	1,361,936
Realized and unrealized (gain) loss on investments	3,297,701	(2,312,550)
Change in swap value	(56,128)	-
Proceeds from entrance fees	11,791,258	11,023,795
Amortization of entrance fees	(7,994,314)	(6,509,513)
Bad debts	144,005	67,072
Contributions restricted for capital projects	148,527	(100,734)
Net change in assets and liabilities:		
Change in receivables, prepaids and other assets	(73,093)	(436,376)
Change in accounts payable, other accrued liabilities, payroll accruals, and admission deposits	(343,358)	1,111,801
Net cash provided by operating activities	<u>19,495,480</u>	<u>20,078,863</u>
Cash flows from investing activities:		
Property and equipment purchases	(17,269,085)	(21,750,939)
Marketing costs incurred	(352,152)	-
Development costs paid for related parties	(902,992)	-
Change in assets limited as to use and investments	(11,360,965)	6,125,586
Net cash used by investing activities	<u>(29,885,194)</u>	<u>(15,625,353)</u>

See accompanying notes.

The Givens Estates, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2018 and 2017

(Continued)

	<u>2018</u>	<u>2017</u>
Cash flows from financing activities:		
Repayment of long-term debt	\$ (13,606,753)	\$ (66,735,847)
Proceeds from long-term debt	11,060,124	59,630,080
Financing costs incurred	(23,539)	(438,213)
Refunds of entrance fees	(7,193,232)	(5,570,572)
Refundable portion of entrance fees received	586,353	2,564,306
Entrance fee received from initial units	13,502,410	10,756,580
Contributions restricted for capital projects	(148,527)	100,734
	<u>4,176,836</u>	<u>307,068</u>
Change in cash and cash equivalents	(6,212,878)	4,760,578
Cash and cash equivalents, beginning of year	<u>15,265,650</u>	<u>10,505,072</u>
Cash and cash equivalents, end of year	<u>\$ 9,052,772</u>	<u>\$ 15,265,650</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	<u>\$ 2,152,865</u>	<u>\$ 2,826,248</u>
Non-cash activities:		
Purchase of property and equipment in accounts payable at year-end	<u>\$ 769,427</u>	<u>\$ 3,372,944</u>
Resident refunds in accounts payable at year-end	<u>\$ 977,014</u>	<u>\$ 565,224</u>
Resident entrance fees in accounts receivable at year-end	<u>\$ -</u>	<u>\$ 337,825</u>

See accompanying notes.

Notes to Consolidated Financial Statements

1. Summary of Significant Accounting Policies

Organization

The Givens Estates, Inc. is a non-profit, North Carolina corporation. The Company owns and operates two continuing care retirement communities ("CCRC") which includes Givens Estates and Givens Highland Farms. Givens Estates consists of 412 independent living units (cottages, villas, houses, duplexes, and apartments), a 47 unit assisted living facility, and an 84 bed health care facility, as well as a wellness center, on a 215 acre campus in Asheville, North Carolina. Givens Highland Farms (Givens Highland Farms, LLC) consists of 262 independent living units (homes and apartments), 30 assisted living beds, and a 60 bed health care facility on 75 acres in Black Mountain, North Carolina. The Company also owns and operates Givens Gerber Park II, LLC, which consists of 82 apartment homes with supportive services for seniors with modest incomes located on Gerber Road in Asheville, North Carolina.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of The Givens Estates, Inc. and its wholly owned subsidiaries: Givens Highland Farms, LLC ("Givens Highland Farms"), LifeMinistries Outreach, LLC, and Givens Gerber Park II, LLC, collectively "The Company." All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of estimates

The preparation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the reporting date. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

Cash and cash equivalents

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

Assets limited as to use

These assets include resident funds and assets set aside by the board of directors to provide supplemental assistance to residents for payment of the residents' initial contribution and monthly rentals for the life occupancy residential complex, over which the board retains control and may at its discretion subsequently use for other purposes.

Accounts receivable

Accounts receivable arise from the sale of residential and healthcare services and products, for which the Company grants credit on an unsecured basis. Accounts are considered past due after 30 days. The Company estimates allowance for doubtful accounts by evaluating the collectability of accounts greater than 120 days past due. Once a charge has been determined to be uncollectible, it is charged-off.

The Givens Estates, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

Contributions receivable

Unconditional contributions are recorded at net present value as contributions in the consolidated balance sheets or direct additions to net assets with restrictions, if restricted by the donor or time, net of any allowances for uncollectible pledges.

Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value based on quoted market prices in the consolidated balance sheets. Investment income or loss (including realized and unrealized gains and losses on investments, interest and dividends) is included in excess of revenues over expenses.

Fair value measurements

Fair value as defined under generally accepted accounting principles (“GAAP”) is an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company utilizes market data or assumptions that market participants would use in pricing the asset or liability. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used when measuring fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs about which little or no market data exists, therefore requiring an entity to develop its own assumptions.

The Company has adopted the provisions of the fair value option for financial assets and financial liabilities, which permits entities to choose to measure eligible items at fair value at specified election dates. The fair value option (i) may be applied instrument by instrument, with certain exceptions, (ii) is irrevocable (unless a new election date occurs), and (iii) is applied only to entire instruments and not to portions of instruments. The Company has elected the fair value option for investments and assets limited as to use, and as such these securities are treated as trading securities. Unrealized gains or losses are reported within the performance indicator, excess of revenues over expenses.

Property and equipment

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

Land improvements	10-20 years
Buildings	15-40 years
Furniture and equipment	3-10 years
Vehicles	3-5 years

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

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

The Givens Estates, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Because Givens Highland Farms maintains an active role in the management of housing units, placing significant restrictions on purchasers that limit the privileges of ownership, and has the option to repurchase the units upon relocation or death of the resident, the housing units are recorded in a manner similar to rental property. The units are carried as assets on the Company's consolidated balance sheet at their historical cost and are depreciated on a 15-year, straight-line basis.

Deferred costs

Deferred costs consists of the marketing costs of acquiring initial continuing care contracts, which are expected to be recovered from future contract revenues. Initial continuing care contract costs are capitalized and are amortized on a straight-line basis over the average expected lives of the residents under the contract.

Intangibles

In connection with the recording of the assets and liabilities as part of the purchase of Highland Farms, intangibles of \$15,440,665 were recorded with this transaction. Givens Highland Farms obtained approximately \$14.8 million of deferred revenue and refundable entrance fee contracts. The projected net future cash flows to be generated from these resident contracts are recorded as an intangible asset and are being amortized over the average life expectancy of those residents, or approximately 8 years. The remainder has been recorded as goodwill. The Company analyzes goodwill for impairment annually. There was no impairment recorded in 2018 or 2017.

Deferred revenue from entrance fees

Givens Estates, Inc. operates two Life Plan communities. In exchange for an entrance fee, which ranges from approximately \$38,000 to \$1,128,000 at Givens Estates and approximately \$35,000 to \$684,000 at Givens Highland Farms, residents are granted a lifetime occupancy interest in the residential unit. The entrance fee will vary due to the size of the residence and the contract option selected by the resident.

The nonrefundable portion of the entrance fee paid by a resident upon entering into a lifetime occupancy contract is recorded as deferred revenue. In 2008, Givens Estates began offering three types of contracts: a 90% refundable option, which the refund declines to 90% over a three month period, a 0% refund option, which the refund declines to 0% over a four year period, and a 50% refundable option, which the refund declines to 50% over a two year period. For contracts signed before 2003, the refundable balance declined to 50% over an eight year period.

Givens Highland Farms offered two types of contracts for the apartments and the lodge: a 50% refundable option, with the refund declining to 50% over a 23 month period, and a 0% refund option, with the refund declining to 0% over a 46 month period. For contracts signed before 2006 for the apartments or the lodge, the 50% refundable option declines to 50% over a 46 month period, and the 0% refundable option declines to 0% over a 60 month period. In 2015, Givens Highland Farms began offering a 65% refundable contract option for the cluster homes, condominiums and homes with the refund declining to 65% over a 16 month period. In 2014, Givens Highland Farms began offering a 75% refundable contract option for the cluster homes, condominiums and homes with the refund declining to 75% over an 11 month period. In addition, the initial contracts for the Meadowmont homes are 75% refundable contracts. The refundable portion of contracts signed before 2014 for the cluster homes, condominiums and homes declines to 76% over a seven year period. In 2017, Givens Highland Farms also began offering three types of contracts: a 90% refundable option, which the refund declines to 90% over a three month period, a 50% refundable option, which the refund declines to 50% over a two year period, and a 0% refundable option, which the refund declines to 0% over a four year period.

The nonrefundable portion of the Givens Highland Farms Repurchase Obligation that is not required to be paid back to the resident (of original purchase price) is recorded as part of deferred revenue from entrance fees. Revenue is recognized each year to the extent that Givens Highland Farms' repurchase obligation is reduced over the estimated average life expectancy of the resident.

The non-refundable portion of deferred revenue is amortized to income using the straight-line method over the estimated remaining life expectancy of the resident, adjusted annually.

The Givens Estates, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

Resident refunds payable

Resident refunds payable include estimated entrance fee refunds due to residents that have the 50%, 65%, 75%, 76% or 90% refundable contracts. Givens Estates contract stipulates that the entrance fee is refundable within two years or when a replacement occupant has been secured, whichever is sooner. Refunds are made within 30 days for Givens Highland Farms apartment contracts signed before December 1, 2012. Based on historical experience, the estimated amount of the resident refunds that are expected to be refunded in the coming year are \$4,938,000 and \$4,487,000 at December 31, 2018 and 2017, respectively, and are classified as a current liability on the consolidated balance sheet. Total contractual refund obligations in the event of move-out, death, or termination (that is if all residents with a refundable balance were to have withdrawn) at December 31, 2018 and 2017 were approximately \$73,229,000 and \$70,966,000, respectively.

The refundable portion of the Givens Highland Farms Repurchase Obligation required to be paid back to the resident (76% of original purchase price) within 120 days, is recorded as part of resident refunds payable.

Advance admission deposits

The Company collects an initial deposit of \$1,000 as part of the application process. Once the unit becomes occupied, these fees are transferred to deferred revenue.

Net assets

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

Contributions and donor-imposed restrictions

All contributions are considered to be available for use unless specifically restricted by the donor. The Company reports gifts of cash and other assets as restricted contributions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with restrictions are reclassified to net assets without restrictions and reported in the consolidated statement of operations as net assets released from restriction.

Statements of operations

The consolidated statements of operations include excess of revenues over expenses. Changes in net assets which are excluded from excess of revenues over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restrictions were to be used for the purposes of acquiring such assets). The Company considers excess of revenues over expenses to be its performance indicator.

Interest rate swap

The Company utilizes an interest rate swap to manage the variability in interest rates on certain variable rate debt. The Company accounts for its interest rate swap under GAAP, which requires companies to recognize all derivative instruments as either assets or liabilities in the balance sheet at fair value. The accounting for changes in the fair value (i.e., gains or losses) of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and, further, on the type of hedging relationship. For those derivative instruments that are designated and qualify as hedging instruments, a company must designate the hedging instrument, based upon the exposure being hedged, as a fair value hedge, cash flow hedge, or a hedge of the foreign currency exposure of a net investment in a foreign operation. For derivative instruments not designated as hedging instruments, the changes in fair value are recognized in excess of revenue over expenses. The Company's interest rate swap is not designated as a hedging instrument and the change in fair value is included in excess of revenue over expenses.

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Notes to Consolidated Financial Statements

Long-term care and assisted living revenue

Long-term care and assisted living revenue represents the estimated net realizable amounts from residents, third-party payors, and others for services rendered while in the long-term care or assisted living units. It also includes estimated retroactive revenue adjustments due to future audits, review, and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews, and investigations. Historically such adjustments for the Company have been immaterial in relation to the consolidated financial statements taken as a whole.

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

Residential revenue

In addition to the amortization of deferred revenue as described above, the residents are also subject to a continuing monthly service fee, which varies with the type of unit and with the level of health care the resident receives. This monthly fee can be changed from time to time, as deemed necessary by the Company, with 30 days written notice to residents.

Income taxes

The Company is exempt from federal income taxes under Section 501 (c) (3) of the Internal Revenue code; accordingly, the accompanying consolidated financial statements do not reflect a provision or liability for federal and state income taxes. The Company has determined that it does not have any material unrecognized tax benefits or obligations as of December 31, 2018.

Benevolent assistance

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

Continuing-care contracts

The Company enters into fee-for-service continuing-care contracts with various residents. A fee-for-service continuing-care contract is an agreement between a resident and the Company specifying the services and facilities to be provided to a resident over his or her remaining life. Under the fee-for-service contracts, the Company has the ability to increase fees as deemed necessary. For the year ended December 31, 2018, the Company calculated the present value of the net costs of future services and the use of facilities to be provided to current residents and compared that amount with the balance of deferred revenue from entrance fees. If this calculated value exceeds the deferred revenue from entrance fees, a liability is recorded, with a corresponding charge to income. The obligation is discounted at 3% for December 31, 2018 and 4% at December 31, 2017 based on management's estimate of interest earnings. At December 31, 2018 and 2017, the calculated value did not exceed the balance of deferred revenue from entrance fees; therefore, no liability for the obligation to provide future services is required to be recorded.

Concentration of credit risk

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

Methods used for allocation of expenses among programs and supporting services

The Company has presented a schedule of expenses by both function and nature in Note 17. The Company allocates expenses on a functional basis among its various programs and supporting services. The schedule of expenses in Note 17 reports certain categories of expenses that are attributable to one or more program or supporting services of the retirement community. These expenses include advertising, administration, insurance, and other.

New accounting pronouncements

Revenue from Contracts with Customers

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The core principle of this standard is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This guidance also requires enhanced disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from an entity's contracts with customers. The FASB issued four additional standards that amended and/or clarified certain guidance and provisions in ASU 2014-09, all of which are effective for the Company January 1, 2019. The Company is currently evaluating the impact on its consolidated financial statements upon the adoption of these new standards.

Presentation of Financial Statements of Not-for-Profit Entities

During the year ended December 31, 2018, the Company adopted ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. This accounting standard is intended to improve the net asset classification requirements and the information presented in the consolidated financial statements and notes about a not-for-profit entity's liquidity, financial performance, and cash flows. The 2017 consolidated financial statements have been adjusted to reflect retrospective application of the new accounting guidance, except for the disclosures around liquidity and availability of resources and analysis of expenses by functional and natural categories. These disclosures have been presented for 2018 only as allowed by ASU 2016-14.

The effect of the retrospective application of ASU 2016-14 on previously reported consolidated financial statement amounts resulted in unrestricted net assets now reflected as net assets without donor restrictions and temporarily restricted net assets now reflected as net assets with donor restrictions. The Company had no permanently restricted net assets at December 31, 2017 and 2018.

Subsequent events

The Company evaluated the effect subsequent events would have on the consolidated financial statements through April 17, 2019, which is the date the financial statements were available to be issued.

2. Fair Value of Financial Assets

Prices for certain investments are readily available in active markets in which those securities are traded, and the resulting fair values are categorized as Level 1. Prices for certain investments are determined on a recurring basis based on inputs readily available in public markets or can be derived from information available in publicly quoted markets and are categorized as Level 2. There is limited or no observable market data for the prices of other funds that are held by the Company and the resulting fair values of these securities are categorized as Level 3. There were no investments valued as Level 3 investments during 2018 or 2017.

The Company invests in certain investments for which quoted prices are not available in active markets for identical instruments. The Company utilizes the NAV provided by the administrator of the fund as a practical expedient to estimate fair value. This practical expedient would not be used if it is determined to be probable that the fund will

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Notes to Consolidated Financial Statements

sell the investment for an amount different from the reported NAV. These investments are not required to be classified within a level on the fair value hierarchy.

The following tables set forth by level within the fair value hierarchy the Company's financial assets accounted for at fair value on a recurring basis as of December 31, 2018 and 2017. Assets are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment, and may affect the valuation of fair value assets and liabilities and their placement within the fair value hierarchy levels.

Assets at fair value as of December 31, 2018 and 2017 consist of the following:

	December 31, 2018			Fair Value
	Level 1	Level 2	Level 3	
Stocks ⁽¹⁾	\$ 12,471,598	\$ -	\$ -	\$ 12,471,598
Exchange traded funds	4,306,521	-	-	4,306,521
Mutual funds	9,930,432	-	-	9,930,432
Corporate bonds	-	5,063,975	-	5,063,975
Government securities	1,062,973	-	-	1,062,973
	<u>\$ 27,771,524</u>	<u>\$ 5,063,975</u>	<u>\$ -</u>	<u>32,835,499</u>
Investments at NAV (a)				<u>5,701,972</u>
Total investments at fair value				<u>\$ 38,537,471</u>
Interest rate swap	<u>\$ -</u>	<u>\$ 56,128</u>	<u>\$ -</u>	<u>\$ 56,128</u>

⁽¹⁾These assets combined are held with Morgan Stanley and at December 31, 2018 consist of the following approximate concentrations: 35% Cyclical (basic materials, consumer goods, financial services, and real estate), 43% Sensitive (community services, energy, industrials, and technology), and 22% Defensive (consumer defense, healthcare, and utilities).

	December 31, 2017			Fair Value
	Level 1	Level 2	Level 3	
Stocks ⁽¹⁾	\$ 13,343,803	\$ -	\$ -	\$ 13,343,803
Exchange traded funds	3,756,876	-	-	3,756,876
Mutual funds	10,650,492	-	-	10,650,492
Corporate bonds	-	933,020	-	933,020
Government securities	807,328	-	-	807,328
	<u>\$ 28,558,499</u>	<u>\$ 933,020</u>	<u>\$ -</u>	<u>29,491,519</u>
Investments at NAV (a)				<u>5,837,055</u>
Total investments at fair value				<u>\$ 35,328,574</u>

⁽¹⁾These assets combined are held with Morgan Stanley and at December 31, 2017 consist of the following approximate concentrations: 35% Cyclical (basic materials, consumer goods, financial services, and real estate), 44% Sensitive (community services, energy, industrials, and technology), and 21% Defensive (consumer defense, healthcare, and utilities).

The Company has \$8,364,454 and \$3,508,984 of cash and cash equivalents included in investments and assets limited as to use on the consolidated balance sheets at December 31, 2018 and 2017, respectively, which was not classified as a level as prescribed within the provision.

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(a) In accordance with Topic 820, certain investments that were measured at NAV per share (or its equivalent) have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the line items presented in the Consolidated Balance Sheets.

The Company recognizes transfers between the levels as of the beginning of the reporting period. There were no gross transfers between the levels for the years ended December 31, 2018 and 2017.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future values. Furthermore, although the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table summarizes investments for which fair value is measured using the NAV per share practical expedient as of:

	<u>Fair Value at December 31, 2018</u>	<u>Fair Value at December 31, 2017</u>	<u>Unfunded Commitments</u>	<u>Other Redemption Restrictions</u>	<u>Redemption Notice Period</u>
UMF Diversified Fund	\$ 5,701,972	\$ 5,837,055	None	None	Daily

3. Assets Limited as to Use

Assets limited as to use are recorded at fair value based upon quoted market rates and consist of the following at December 31, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
By Board	\$ 2,018,013	\$ 2,002,938
Other funds	244,353	166,674
Held on behalf of others	<u>33,739</u>	<u>32,505</u>
	2,296,105	2,202,117
Less current portion	<u>33,739</u>	<u>32,505</u>
	<u>\$ 2,262,366</u>	<u>\$ 2,169,612</u>

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4. Net Assets with Donor Restrictions

Net assets with donor restrictions were available for the following purposes at December 31, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Supplemental assistance	\$ 5,951,366	\$ 5,751,386
Capital projects	345,127	879,546
General services	538,741	416,685
Outreach	<u>793,851</u>	<u>785,083</u>
	<u>\$ 7,629,085</u>	<u>\$ 7,832,700</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by donors as follows for the years ended December 31, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Supplemental assistance	\$ 205,156	\$ 200,963
Outreach expenses	66,240	64,609
General services	<u>225,591</u>	<u>375,669</u>
Used for operations	496,987	641,241
Used for capital projects	<u>13,126</u>	<u>3,310,919</u>
	<u>\$ 510,113</u>	<u>\$ 3,952,160</u>

5. Property and Equipment

Property and equipment consisted of the following at December 31, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Land and land improvements	\$ 9,949,269	\$ 9,677,469
Buildings	193,797,662	163,487,046
Furniture and equipment	20,653,358	18,525,381
Vehicles	987,747	947,519
Construction in progress	<u>1,130,547</u>	<u>19,215,350</u>
	226,518,583	211,852,765
Less accumulated depreciation	<u>(72,817,885)</u>	<u>(66,252,542)</u>
	<u>\$ 153,700,698</u>	<u>\$ 145,600,223</u>

Several large construction projects were completed in 2018. The Company is in the planning stages of other construction projects as of December 31, 2018.

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6. Long-Term Debt

Long-term debt at December 31, 2018 and 2017 consists of:

	<u>2018</u>	<u>2017</u>
Public Finance Authority Retirement Facilities Revenue Refunding Bonds Series 2017. Interest payable on each June 25 and December 25, at a rate of 2.84% at December 31, 2018 and 2.54% at December 31, 2017. Principal payments began in 2017 with final payment due in 2033.	\$ 48,535,000	51,240,000
Note payable to a bank, monthly payments of \$48,333 plus interest at a variable rate of 1.25% over the 30-day LIBOR, final payment due December 2022; collateralized by real estate.	11,020,024	11,600,020
Note payable to a bank, total available principal of \$8,500,000 due December 2026. This note converted from a construction loan to permanent debt effective April 2018 with a swap, which fixed the rate at 3.88%.	7,576,480	23,539
Note payable to a bank, the total amount outstanding was repaid in December 2018.	-	5,387,912
Note payable to a bank, the total amount outstanding was repaid in December 2018.	-	1,322,928
Note payable to a bank, total available principal of \$2,800,000, payments were interest only at a variable rate of 1.25% over the 30-day LIBOR until principal payments began in September 2016, final payment due November 2022; collateralized by real estate.	2,503,030	2,630,303
	69,634,534	72,204,702
Less current portion	(3,811,680)	(10,123,112)
Less unamortized debt issuance costs	(391,494)	(476,817)
	<u>\$ 65,431,360</u>	<u>\$ 61,604,773</u>

The Series 2017 bonds are collateralized by certain pledged assets of the Company including the Company's deed of trust. The bond agreement and loan agreements with the bank contains various covenants, the most restrictive being provisions related to long-term debt service coverage and operating ratios. Changes in tax rates could result in higher interest rates under the terms of the debt agreements.

The aggregate annual principal maturities of long-term debt at December 31, 2018, are as follows:

2019	\$ 3,811,680
2020	3,878,971
2021	3,958,971
2022	14,746,072
2023	3,409,412
Thereafter	<u>39,829,428</u>
	<u>\$ 69,634,534</u>

7. Related Party Transactions

The Company is an income beneficiary of the Marion Jackson Givens Trust, subject to the discretion of the trustee. Revenue recorded from the trust totaled \$344,479 in 2018 and \$264,231 in 2017.

There are two board members affiliated with the two law firms that serve as legal counsel for the Company. Related legal expenses incurred during 2018 and 2017 were approximately \$53,136 and \$48,706, respectively.

Givens Housing Corporation was a related party to the Company. Givens Housing Corporation was dissolved in 2017.

The Company has funds invested with the United Methodist Foundation ("UMF"). The CFO of the Company serves on the UMF Investment Committee and the Development Director of the Company serves on the board of the UMF. During 2017, the Company invested \$2,700,000 in a new development fund with UMF. The UMF development fund used these proceeds to make a loan to Givens Gerber Park, LLC.

During 2006, the Company was invited to work with the Southeastern Jurisdictional Administrative Council ("SEJAC") and the Southeastern Methodist Association for Rehabilitation ("SEMAR") in developing an affordable housing project for seniors in Haywood County. The project, the Great Laurels of Junaluska, is located on 6.3 acres across from the main entrance to Lake Junaluska Assembly and consists of 36 apartments funded through a grant from the HUD and 64 apartments funded primarily through tax credits. The President and CEO of the Company serves as President of the Great Laurels, Inc. and the CFO of the Company serves as Finance Director.

The Company is a member of Gerber Park of Asheville, LLC (49% interest). Gerber Park of Asheville, LLC is the managing member of Givens Gerber Park, LLC (.01% interest). Givens Estates has an investment in Givens Gerber Park, LLC in the amount of approximately \$717,000. This amount relates to unreimbursed development and construction costs of Givens Gerber Park, LLC that will be reimbursed through Givens Gerber Park loans and developer fees. The Company has entered into a lease with Givens Gerber Park, LLC, where the Company owns the land that Givens Gerber Park, LLC is constructed. The Company leases this land to Givens Gerber Park, LLC for \$1 per year. This lease expires in 2065.

The Company is a managing member of Gerber Park of Asheville III, LLC (49% interest). Gerber Park of Asheville III, LLC is the managing member of Givens Gerber Park III, LLC (.01% interest). Givens Estates has an investment in Givens Gerber Park III, LLC in the amount of approximately \$185,813. This amount relates to unreimbursed development and construction costs of Givens Gerber Park III, LLC that will be reimbursed through Givens Gerber Park loans and developer fees. The Company has entered into a lease with Givens Gerber Park of Asheville III, LLC, where the Company owns the land that Givens Gerber Park of Asheville III, LLC is constructed. The Company leases this land to Givens Gerber Park of Asheville III, LLC for \$1 per year. This lease expires in 2081.

Givens Affordable Communities, Inc. an affiliate of Givens Estates, manages and provides on-site employees for the Givens Gerber Park and Givens Great Laurels Communities.

The Givens Estates, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

8. Intangible Assets

Intangible assets presented on the consolidated balance sheets at December 31, 2018 and 2017 consist of the following:

<u>2018</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>
Amortized intangible assets:		
Resident contracts	\$ 9,649,855	\$ 7,337,911
Unamortized intangible assets:		
Goodwill	\$ 5,915,299	\$ -
<u>2017</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>
Amortized intangible assets:		
Resident contracts	\$ 9,649,855	\$ 6,131,679
Unamortized intangible assets:		
Goodwill	\$ 5,915,299	\$ -

Estimated amortization expense is approximately \$1,200,000 in 2019 and \$1,100,000 in 2020. It is the intent of the Company to find replacement residents and deferred revenue entrance fee contracts as each resident leaves the community.

9. Retirement Plan

The Company participates in a 403(b) plan. The 403(b) plan provides that the Company will match employee contributions up to a maximum of 6% of their annual compensation. The Company's contribution to the plan for 2018 and 2017 was \$561,030 and \$589,562, respectively.

10. Self-Insurance Plan

The Company has a medical self-insurance plan (the "Plan") for essentially all employees. Under the Plan, the Company is responsible for maximum plan costs of approximately \$3,086,000 for the plan year. The plan year is the period from October 1st through September 30th. Any claims in excess of this limitation are covered by a reinsurance policy.

Included in accrued expenses at December 31, 2018 and 2017 were \$506,230 and \$500,784, respectively, for unpaid claims. Claims of \$3,017,901 and \$2,648,795 were paid during the 2018 and 2017 plan years, respectively.

11. Professional Liability Insurance

The Company has an insurance policy for possible litigation in the ordinary course of business related to professional liability claims. Management believes if any claims were asserted, they would be settled within the limits of coverage, which is on an occurrence basis, with insurance limits of \$1,000,000 per claim and \$3,000,000 in the aggregate. No claims were outstanding during the year or at year-end, and the Company has made no accrual for unasserted claims.

12. Benevolent Assistance

The Company maintains records to identify and monitor benevolent assistance provided. Records include costs to assist residents of Givens Estates Inc. and Subsidiaries with entrance and monthly fees, medical expenses, meals, transportation, housekeeping, clothing, home care, health care, and programs and activities. Benevolent assistance costs were \$369,508 (\$190,635 for the Givens Estates campus and \$178,873 for the Givens Highland Farms campus) and \$191,939 for the years ended December 31, 2018 and 2017, respectively. Direct charitable cost is discounted by the operating margin percentage (operating revenues less realized gains/losses on investments divided by operating expenses).

The Company also provides leadership and support with several community outreach projects: Givens Great Laurels, MemoryCare, WNC UMAR, and Mountain Area Health Education Center (MAHEC).

Givens LifeMinistries is a volunteer and church-based outreach ministry which endeavors to help churches and other non-profit organizations reach out into the community to assist those in need. The program educates low-income seniors on how to access needed medications, food, transportation, housing, clothing, and works alongside agencies that provide health and aging services. Givens LifeMinistries is currently working with the Vanderbilt Apartments, Battery Park Apartments, Council on Aging, Mills River Life Enrichment Center, MY Meds (medication assistance ministry in the Toe River Valley communities), Francis Asbury Welcome Table, Hominy Valley Welcome Table, Haywood Street Congregation Welcome Table, Leicester Community Center Welcome Table, Groce UMC Welcome Table, Hope UMC Welcome Table, Saluda Welcome Table, Selica UMC Welcome Table, Skyland Welcome Table, Swannanoa Welcome Table, Black Mountain Open Table, Rutherford Welcome Table, and Seven Baby Equipment Resources Ministries. LifeMinistries also helped initiate three medical equipment loan closets.

The Company has a supportive relationship with MemoryCare, a 501(c)(3) corporation. By providing clinic and office space on the Givens Estates campus, the Company has been able to help retain and strengthen a vital memory disorders health care program in Western North Carolina. The program includes a family care resource center which helps family members cope with the daily impact of memory diseases.

The services and funds provided to these outreach programs from the Company were \$1,254,786 (\$1,103,100 for the Givens Estates campus and \$151,686 for the Givens Highland Farms campus) and \$3,790,979 for the years ended December 31, 2018 and 2017, respectively.

13. Operating Reserve

In accordance with the requirements of North Carolina General Statute 58, Article 64-33, management computes an annual operating reserve for its continuing care facilities licensed in North Carolina. At December 31, 2018, Givens Estates, Inc. and Subsidiaries were in compliance with this statute. The operating reserve is approximately \$11,265,000 (\$7,270,000 and \$3,995,000 for Givens Estates and Givens Highland Farms, respectively) and \$10,783,000 at December 31, 2018 and 2017, respectively.

14. Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, receivables, and accounts and notes payables are a reasonable estimate of their fair values. The fair value estimates presented herein are based on pertinent information available to management as of December 31, 2018 and 2017. Although management is not aware of any factors that would significantly affect the estimated fair value amounts, such amounts have not been comprehensively revalued for purposes of the consolidated financial statements since that date, and current estimates of fair value may differ significantly from the amounts presented herein.

The Series 2017 bonds are private placement bonds. Fair value of the private placement bonds approximate carrying value. The fair value of the fixed-rate or adjustable-rate bonds payable is based on quoted market prices.

15. Interest Rate Swap Agreement

In March 2018, the Company entered into an interest rate swap agreement with an original notional amount of \$7,800,000. The swap expires December 2026 and effectively fixes the variable interest rate of the \$7,800,000 loan at 3.88 percent.

The fair value the interest rate swap is reported as a long-term asset in the consolidated balance sheets. The change in fair value of the interest rate swap is included in excess of revenues over expenses in the accompanying consolidated statements of operations and changes in net assets.

Absent an early termination, subsequent changes in the interest rate swap will continue to be reflected in excess of revenues over expenses, which has no cash flow impact to the Company. The cash flow settlements of the interest rate swap agreement are reflected annually in interest expense as the Company pays interest to the swap counterparty at the rate noted above.

The Givens Estates, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

16. Liquidity and Availability

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

The following schedule reflects the Company's financial assets to meet cash needs for general expenses within one year. The financial assets were derived from the total assets on the consolidated balance sheets by excluding the assets that are unavailable for general expenses in the next 12 months. Board designated amounts have been included in the schedule below as the board could release these funds for liquidity purposes if needed.

The Company seeks to maintain sufficient liquid assets to cover at least three months' operating and capital expenses.

<u>Asset Categories</u>	<u>2018</u>
Cash and cash equivalents	\$ 9,052,772
Accounts receivable, net	1,392,265
Investments	33,340,820
Assets limited as to Use – board designated	2,018,013
Less: donor restricted amounts	(7,629,085)
	<u>\$ 38,174,785</u>

The Givens Estates, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

17. Schedule of Expenses by Nature and Function

The following is a schedule of expenses by both nature and function for the year ended December 31, 2018:

	<u>Program Services</u>	<u>Administrative and General</u>	<u>Marketing and Fundraising</u>	<u>Total</u>
Salaries and benefits	\$ 19,947,569	\$ 4,559,094	\$ 427,242	\$ 24,933,905
Advertising	184,788	-	912,107	1,096,895
Dining services	2,295,496	-	-	2,295,496
Occupancy	6,182,587	-	-	6,182,587
Administration	364,030	498,547	-	862,577
Insurance	255,220	298,925	-	554,145
Depreciation	6,565,093	-	-	6,565,093
Amortization	1,246,581	-	-	1,246,581
Interest	2,156,073	-	-	2,156,073
Other	<u>3,164,958</u>	<u>193,902</u>	<u>-</u>	<u>3,358,860</u>
Total expenses included in the expenses section on the consolidated statement of operations and changes in net assets	<u>\$ 42,482,395</u>	<u>\$ 5,550,468</u>	<u>\$ 1,339,349</u>	<u>\$ 49,252,212</u>

Supplementary Information

The Givens Estates, Inc. and Subsidiaries
Consolidating Balance Sheet
December 31, 2018

	ESTATES		
	Operating Fund	Special Use Funds	Total
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 6,369,362	\$ 868,738	\$ 7,238,100
Assets limited as to use, current portion	25,799	-	25,799
Accounts receivable, net of allowances	761,697	-	761,697
Contributions receivable net, current portion	-	55,802	55,802
Interfund receivable (payable)	3,472	(3,472)	-
Other receivables	1,195,609	27,699	1,223,308
Prepaid expenses	400,606	-	400,606
	<u>8,756,545</u>	<u>948,767</u>	<u>9,705,312</u>
Total current assets			
Non-current assets:			
Property and equipment, net	106,832,779	-	106,832,779
Due from affiliate	5,585,327	-	5,585,327
Assets limited as to use, less current portion	2,018,013	-	2,018,013
Investments restricted for statutory operating reserve	7,270,000	-	7,270,000
Investments	27,810,963	6,313,233	34,124,196
Contributions receivable net, less current portion	-	122,732	122,732
Deferred costs, net	-	-	-
Other assets	902,992	-	902,992
Intangibles, net	-	-	-
Interest rate swap	-	-	-
	<u>150,420,074</u>	<u>6,435,965</u>	<u>156,856,039</u>
Total non-current assets			
	<u>\$ 159,176,619</u>	<u>\$ 7,384,732</u>	<u>\$ 166,561,351</u>
Total assets			

See independent auditors' report.

The Givens Estates, Inc. and Subsidiaries
Consolidating Balance Sheet
December 31, 2018

<u>LifeMinistries</u>	<u>Highland</u>	<u>Gerber Park II</u>	<u>Eliminations</u>	<u>Consolidated</u>
\$ 37,348	\$ 1,643,175	\$ 134,149	\$ -	\$ 9,052,772
-	7,940	-	-	33,739
-	627,561	3,007	-	1,392,265
-	-	-	-	55,802
-	-	-	-	-
564	471,563	148,392	-	1,843,827
-	184,849	-	-	585,455
<u>37,912</u>	<u>2,935,088</u>	<u>285,548</u>	<u>-</u>	<u>12,963,860</u>
-	34,974,529	11,893,390	-	153,700,698
120,792	-	90,746	(5,796,865)	-
-	244,353	-	-	2,262,366
-	3,995,000	-	-	11,265,000
-	(783,376)	-	-	33,340,820
-	-	-	-	122,732
-	376,438	252,687	-	629,125
-	-	-	-	902,992
-	8,227,243	-	-	8,227,243
-	-	56,128	-	56,128
<u>120,792</u>	<u>47,034,187</u>	<u>12,292,951</u>	<u>(5,796,865)</u>	<u>210,507,104</u>
<u>\$ 158,704</u>	<u>\$ 49,969,275</u>	<u>\$ 12,578,499</u>	<u>\$ (5,796,865)</u>	<u>\$ 223,470,964</u>

See independent auditors' report.

Givens Estates, Inc. and Subsidiaries
Consolidating Balance Sheet
December 31, 2018

	ESTATES		
	Operating Fund	Special Use Funds	Total
LIABILITIES AND NET ASSETS			
Current liabilities:			
Accounts payable and other accrued liabilities	\$ 1,610,403	\$ -	\$ 1,610,403
Payroll accruals and related withholdings	1,459,897	-	1,459,897
Interest payable	118,695	-	118,695
Agency funds	25,799	-	25,799
Estimated resident refunds payable, current portion	3,700,000	-	3,700,000
Long-term debt, current portion	2,775,000	-	2,775,000
Total current liabilities	<u>9,689,794</u>	<u>-</u>	<u>9,689,794</u>
Long-term liabilities:			
Long-term debt, net	45,400,622	-	45,400,622
Due to affiliate	91,538	-	91,538
Resident refunds payable, net of current portion	19,958,354	-	19,958,354
Deferred revenue from entrance fees	49,206,239	-	49,206,239
Advance admission deposits	667,900	-	667,900
Total long-term liabilities	<u>115,324,653</u>	<u>-</u>	<u>115,324,653</u>
Total liabilities	<u>125,014,447</u>	<u>-</u>	<u>125,014,447</u>
Net assets (deficit):			
Without donor restrictions	34,162,172	-	34,162,172
With donor restrictions	-	7,384,732	7,384,732
Total net assets (deficit)	<u>34,162,172</u>	<u>7,384,732</u>	<u>41,546,904</u>
Total liabilities and net assets	<u>\$ 159,176,619</u>	<u>\$ 7,384,732</u>	<u>\$ 166,561,351</u>

See independent auditors' report.

<u>LifeMinistries</u>	<u>Highland</u>	<u>Gerber Park II</u>	<u>Eliminations</u>	<u>Consolidated</u>
\$ 10,756	\$ 1,368,718	\$ 239,969	\$ -	\$ 3,229,846
15,167	739,843	(38)	-	2,214,869
-	67,591	-	-	186,286
-	7,940	-	-	33,739
-	1,238,000	-	-	4,938,000
-	707,268	329,412	-	3,811,680
<u>25,923</u>	<u>4,129,360</u>	<u>569,343</u>	<u>-</u>	<u>14,414,420</u>
-	12,802,501	7,228,237	-	65,431,360
1,027,202	4,678,125	-	(5,796,865)	-
-	27,962,186	-	-	47,920,540
-	12,579,533	32,750	-	61,818,522
-	211,784	-	-	879,684
<u>1,027,202</u>	<u>58,234,129</u>	<u>7,260,987</u>	<u>(5,796,865)</u>	<u>176,050,106</u>
<u>1,053,125</u>	<u>62,363,489</u>	<u>7,830,330</u>	<u>(5,796,865)</u>	<u>190,464,526</u>
(894,421)	(12,638,567)	4,748,169	-	25,377,353
-	244,353	-	-	7,629,085
<u>(894,421)</u>	<u>(12,394,214)</u>	<u>4,748,169</u>	<u>-</u>	<u>33,006,438</u>
<u>\$ 158,704</u>	<u>\$ 49,969,275</u>	<u>\$ 12,578,499</u>	<u>\$ (5,796,865)</u>	<u>\$ 223,470,964</u>

See independent auditors' report.

The Givens Estates, Inc. and Subsidiaries
Consolidating Statement of Operations and Changes in Net Assets
Year Ended December 31, 2018

	<u>Estates</u>	<u>LifeMinistries</u>	<u>Highland</u>	<u>Gerber Park II</u>	<u>Eliminations</u>	<u>Consolidated</u>
Unrestricted revenues, gains and other support:						
Long-term care revenue, net	\$ 8,883,981	\$ -	\$ 5,273,060	\$ -	\$ -	\$ 14,157,041
Residential revenue, including amortization	21,101,911	-	8,181,599	670,049	-	29,953,559
Assisted living revenue, net	3,516,853	-	1,841,464	-	-	5,358,317
Residential food service revenue	1,602,824	-	1,077,981	-	-	2,680,805
Contributions and bequests	658,849	-	4,525	188,600	-	851,974
Interest and dividend income	802,216	-	84,000	1,912	-	888,128
Realized gain	70,516	-	18,623	-	-	89,139
Net assets released - operations	418,637	185,335	13,015	-	(120,000)	496,987
Other revenue	3,398,111	-	644,228	802,026	(1,863,017)	2,981,348
Total unrestricted revenues, gains and other support	<u>40,453,898</u>	<u>185,335</u>	<u>17,138,495</u>	<u>1,662,587</u>	<u>(1,983,017)</u>	<u>57,457,298</u>
Expenses:						
Administration	3,687,498	463	1,603,120	152,744	-	5,443,825
Assisted living	1,303,918	-	593,741	-	-	1,897,659
Long-term care	5,253,094	-	3,761,470	-	-	9,014,564
Home care	220,467	-	558,261	-	-	778,728
Maintenance	3,761,668	-	1,996,236	33,161	-	5,791,065
Dining services	3,699,676	-	2,470,312	157,597	-	6,327,585
Housekeeping	1,529,511	-	950,801	27,034	-	2,507,346
Laundry	32,478	-	184,050	-	-	216,528
Management fees	958,496	-	850,917	53,604	(1,863,017)	-
Marketing	538,805	-	363,444	105,817	-	1,008,066
Resident services	2,555,011	-	145,981	10,290	-	2,711,282
Utilities	1,312,462	-	563,161	63,606	-	1,939,229
Insurance	298,925	-	239,944	15,276	-	554,145
Outreach	689,124	244,205	137,109	-	(120,000)	950,438
Bad debts	66,428	-	77,577	-	-	144,005
Depreciation	4,759,139	-	1,628,389	177,565	-	6,565,093
Amortization	2,988	-	1,225,326	18,267	-	1,246,581
Interest	1,482,289	-	518,199	155,585	-	2,156,073
Total expenses	<u>32,151,977</u>	<u>244,668</u>	<u>17,868,038</u>	<u>970,546</u>	<u>(1,983,017)</u>	<u>49,252,212</u>
Operating income (loss)	<u>8,301,921</u>	<u>(59,333)</u>	<u>(729,543)</u>	<u>692,041</u>	<u>-</u>	<u>8,205,086</u>

See independent auditors' report.

The Givens Estates, Inc. and Subsidiaries
Consolidating Statement of Operations and Changes in Net Assets
Year Ended December 31, 2018

(Continued)

	<u>Estates</u>	<u>LifeMinistries</u>	<u>Highland</u>	<u>Gerber Park II</u>	<u>Eliminations</u>	<u>Consolidated</u>
Non-operating gain (loss):						
Unrealized loss on investments	\$ (2,997,062)	\$ -	\$ (389,778)	\$ -	\$ -	\$ (3,386,840)
Change in interest rate swap value	-	-	-	56,128	-	56,128
Total non-operating gain (loss), net	<u>(2,997,062)</u>	<u>-</u>	<u>(389,778)</u>	<u>56,128</u>	<u>-</u>	<u>(3,330,712)</u>
Excess (deficit) of revenues over expenses	5,304,859	(59,333)	(1,119,321)	748,169	-	4,874,374
Other changes in net assets without donor restrictions:						
Net assets released –capital projects	13,126	-	-	-	-	13,126
Change in net assets without donor restrictions	<u>\$ 5,317,985</u>	<u>\$ (59,333)</u>	<u>\$ (1,119,321)</u>	<u>\$ 748,169</u>	<u>\$ -</u>	<u>\$ 4,887,500</u>
Net assets with donor restrictions:						
Contributions	\$ 593,752	\$ -	\$ 91,922	\$ -	\$ -	\$ 685,674
Net investment income	(443,283)	-	(1,228)	-	-	(444,511)
LifeMinistries income	-	185,335	-	-	(120,000)	65,335
Net assets released –operating	(418,637)	(185,335)	(13,015)	-	120,000	(496,987)
Net assets released –capital	<u>(13,126)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(13,126)</u>
	<u>(281,294)</u>	<u>-</u>	<u>77,679</u>	<u>-</u>	<u>-</u>	<u>(203,615)</u>
Change in net assets (deficit)	5,036,691	(59,333)	(1,041,642)	748,169	-	4,683,885
Net assets (deficit), beginning of year	<u>36,510,213</u>	<u>(835,088)</u>	<u>(11,352,572)</u>	<u>4,000,000</u>	<u>-</u>	<u>28,322,553</u>
Net assets (deficit), end of year	<u>\$ 41,546,904</u>	<u>\$ (894,421)</u>	<u>\$ (12,394,214)</u>	<u>\$ 4,748,169</u>	<u>\$ -</u>	<u>\$ 33,006,438</u>

See independent auditors' report.

The Givens Estates, Inc. and Subsidiaries
Consolidating Statement of Cash Flows
Year Ended December 31, 2018

	<u>Estates</u>	<u>LifeMinistries</u>	<u>Highland</u>	<u>Gerber Park II</u>	<u>Consolidated</u>
Cash flows from operating activities:					
Change in net assets	\$ 5,036,691	\$ (59,333)	\$ (1,041,642)	\$ 748,169	\$ 4,683,885
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Depreciation	4,759,139	-	1,628,389	177,565	6,565,093
Amortization of deferred financing costs	17,408	-	63,207	4,708	85,323
Amortization of intangible assets	2,988	-	1,225,326	18,267	1,246,581
Realized and unrealized losses on investments	2,926,546	-	371,155	-	3,297,701
Change in swap value	-	-	-	(56,128)	(56,128)
Proceeds from entrance fees	9,265,774	-	2,492,734	32,750	11,791,258
Amortization of entrance fees	(6,474,665)	-	(1,519,649)	-	(7,994,314)
Bad debts	66,428	-	77,577	-	144,005
Contributions restricted for capital	148,527	-	-	-	148,527
Net change in assets and liabilities:					
Change in receivables, prepaids and other assets	37,637	5,095	35,574	(151,399)	(73,093)
Change in accounts payable, other accrued liabilities, payroll accruals, and admission deposits	(505,540)	293	25,710	136,179	(343,358)
Net cash provided by operating activities	<u>15,280,933</u>	<u>(53,945)</u>	<u>3,358,381</u>	<u>910,111</u>	<u>19,495,480</u>
Cash flows from investing activities:					
Property and equipment purchases	(3,242,896)	-	(8,957,014)	(5,069,175)	(17,269,085)
Change in due to/from affiliates	2,900,411	(83,509)	171,872	(2,988,774)	-
Marketing costs incurred	-	-	(81,198)	(270,954)	(352,152)
Development costs paid for related parties	(902,992)	-	-	-	(902,992)
Change in assets limited as to use and investments	(11,215,855)	-	(145,110)	-	(11,360,965)
Net cash provided (used) by investing activities	<u>(12,461,332)</u>	<u>(83,509)</u>	<u>(9,011,450)</u>	<u>(8,328,903)</u>	<u>(29,885,194)</u>

See independent auditors' report.

The Givens Estates, Inc. and Subsidiaries
Consolidating Statement of Cash Flows
Year Ended December 31, 2018

(Continued)

	<u>Estates</u>	<u>LifeMinistries</u>	<u>Highland</u>	<u>Gerber Park II</u>	<u>Consolidated</u>
Cash flows from financing activities:					
Repayment of long-term debt	\$ (2,705,000)	\$ -	\$ (10,654,694)	\$ (247,059)	\$ (13,606,753)
Proceeds from long-term debt	-	-	3,236,585	7,823,539	11,060,124
Financing costs incurred	-	-	-	(23,539)	(23,539)
Refunds of entrance fees	(5,137,592)	-	(2,055,640)	-	(7,193,232)
Refundable entrance fees received	90,073	-	496,280	-	586,353
Entrance fee received from initial units	-	-	13,502,410	-	13,502,410
Contributions restricted for capital	(148,527)	-	-	-	(148,527)
Net cash provided (used) by financing activities	<u>(7,901,046)</u>	<u>-</u>	<u>4,524,941</u>	<u>7,552,941</u>	<u>4,176,836</u>
Change in cash and cash equivalents	(5,081,445)	(137,454)	(1,128,128)	134,149	(6,212,878)
Cash and cash equivalents, beginning of year	<u>12,319,545</u>	<u>174,802</u>	<u>2,771,303</u>	<u>-</u>	<u>15,265,650</u>
Cash and cash equivalents, end of year	<u>\$ 7,238,100</u>	<u>\$ 37,348</u>	<u>\$ 1,643,175</u>	<u>\$ 134,149</u>	<u>\$ 9,052,772</u>
Supplemental disclosure of cash flow information:					
Cash paid during the year for interest	<u>\$ 1,475,667</u>	<u>\$ -</u>	<u>\$ 521,613</u>	<u>\$ 155,585</u>	<u>\$ 2,152,865</u>
Non-cash activities:					
Purchase of property and equipment in accounts payable at year-end	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 665,675</u>	<u>\$ 103,752</u>	<u>\$ 769,427</u>
Resident refunds in accounts payable at year-end	<u>\$ 838,948</u>	<u>\$ -</u>	<u>\$ 138,066</u>	<u>\$ -</u>	<u>\$ 977,014</u>

See independent auditors' report.

Givens Highland Farms
Balance Sheet
April 30, 2019

Assets

	April		
	Unrestricted	Restricted	Total
Current Assets			
Cash and cash equivalents	3,336,644	234,902	3,571,546
Assets limited as to use, current	6,331		6,331
Accounts receivable, net	680,123		680,123
Other receivables	723,157		723,157
Prepaid expenses	202,783		202,783
Total current assets	4,949,039	234,902	5,183,941
Noncurrent assets			
Property and equipment, net	34,719,518		34,719,518
Investments	3,555,168		3,555,168
Deferred marketing costs, net	369,103		369,103
Intangible assets	7,825,166		7,825,166
Total noncurrent assets	46,468,956	-	46,468,956
Total assets	51,417,995	234,902	51,652,896

Liabilities and fund balances

Current liabilities			
Accounts payable and other accrued liabilities	763,024	-	763,024
Payroll accruals and related withholdings	872,467		872,467
Current portion of Loan payable	707,268		707,268
Interest payable	85,751		85,751
Agency funds	6,331		6,331
Total current liabilities	2,434,842	-	2,434,842
Long-term liabilities			
Long-term debt, net	12,567,900		12,567,900
Deferred revenue- refundable	30,926,489		30,926,489
Deferred revenue- nonrefundable	13,456,642		13,456,642
Advance admission deposits	165,284		165,284
Due to Givens Estates	4,723,645		4,723,645
Total Long-term liabilities	61,839,961	-	61,839,961
Fund balances	(12,856,808)	234,902	(12,621,906)
Total liabilities and fund balance	51,417,995	234,902	51,652,896

Givens Highland Farms
Statement of Operations and Changes in Net Assets of The Unrestricted Fund
For the Period Ending April 30, 2019

Unrestricted revenues, gains and other support	Actual	Budget	Variance	%
Long-Term care revenue	1,711,052	1,749,151	(38,099)	-2.2%
Residential revenue	2,437,026	2,451,833	(14,807)	-0.6%
Amortization income	528,132	500,833	27,299	5.5%
Assisted living revenue	623,361	634,322	(10,961)	-1.7%
Residential food service revenue	370,660	370,300	360	0.1%
Contributions and bequests	350		350	N/A
Assets released from restriction	16,306		16,306	N/A
Interest Income	28,000	30,867	(2,867)	-9.3%
Realized gains	22,326		22,326	N/A
Other revenue	186,572	223,460	(36,889)	-16.5%
Total Unrestricted Revenues, gains and other support	5,923,784	5,960,767	(36,983)	-0.6%
Expenses				
Long-term care	1,886,465	1,829,967	56,499	3.1%
Residential	2,555,820	2,259,305	296,515	13.1%
Assisted Living	417,105	439,494	(22,390)	-5.1%
Management Fee	298,433	298,433	(0)	0.0%
Outreach	59,170	40,000	19,170	N/A
Bad Debts	14,438	11,667	2,771	N/A
Depreciation	621,392	627,767	(6,375)	-1.0%
Amortization expense	409,413	409,436	(23)	0.0%
Interest	188,155	191,700	(3,545)	-1.8%
Total Expenses	6,450,392	6,107,769	342,623	5.6%
Operating Income (Loss)	(526,608)	(147,002)	(379,606)	258.2%
Non-operating income (expense)				
Unrealized gains(Loss) on investments	308,371	-	308,371	N/A
Total non-operating income (expense)	308,371	-	308,371	N/A
Excess revenue over (under) expenses	(218,237)	(147,002)	(71,235)	48.5%
Net Assets released for capital projects	-	-	-	
Change in unrestricted net assets	(218,237)	(147,002)	(71,235)	48.5%

Givens Highland Farms
Statement of Cash Flows of The Unrestricted Fund
For the Period Ending April 30, 2019

Cash flows from operating activities:	
Change in net assets	\$ (218,237)
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	621,392
Amortization	410,568
Unrealized (gain) losses on investments	(308,371)
Proceeds from residential living entrance fees	828,110
Amortization of entrance fees	(528,132)
Bad Debts	14,438
Net change in assets and liabilities:	
Change in receivables and prepaid expenses	(1,759)
Change in accounts payable, other accrued liabilities, payroll accruals and admission deposits	96,132
Net cash provided by operating activities	<u>914,141</u>
Cash flows from investing activities:	
Property and equipment purchases	(972,194)
Change in assets limited as to use and investments	(35,173)
Net cash used in investing activities	<u>(1,007,367)</u>
Cash flows from financing activities:	
Principal payments of long-term debt	(193,332)
Payoff of line of credit	(42,424)
Refunds of entrance fees	(461,446)
Refundable portion of entrance fees received	4,240
Meadowmont 3 options deposits received	18,709
Meadowmont entrance fees	2,067,160
Cottage Deposits	393,790
Net cash provided by (used in) financing activities	<u>1,786,696</u>
Net increase (decrease) in cash and cash equivalents	<u>1,693,469</u>
Cash and cash equivalents at beginning of year	1,643,175
Cash and cash equivalents at end of period	<u>\$ 3,336,644</u>
Supplemental disclosure of cash flow information -	
Cash paid during the year for interest	<u>\$ 168,840</u>
Non-cash activities:	
Purchase of property and equipment in accounts payable	<u>\$ 49,862</u>
Entrance fee recorded in accounts payable	<u>\$ 191,855</u>
Refundable Entrance fee recorded in accounts receivable	<u>\$ 334,770</u>

Attachment 6

**THE GIVENS ESTATES, INC. &
SUBSIDIARIES**

Compilation of a Financial Projection

For Each of the Five Years Ending
December 31, 2023

(with Independent Accountants' Compilation Report
thereon)

THE GIVENS ESTATES, INC. & SUBSIDIARIES

Compilation of a Financial Projection

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Independent Accountants' Compilation Report

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

Management of The Givens Estates, Inc. & Subsidiaries (the "Corporation") ("Management") is responsible for the accompanying financial projection of the Corporation, which comprises the projected balance sheets as of and for each of the five years ending December 31, 2023 and the related projected statements of operations, changes in net assets, and cash flows for each of the years then ending, and the related summaries of significant assumptions and accounting policies in accordance with guidelines for the presentation of a financial projection established by the American Institute of Certified Public Accountants ("AICPA").

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

We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services 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 hypothetical assumption occurs during the projection period that the Corporation's newly constructed and to be constructed independent living units are successfully marketed and achieve and maintain projected occupancy levels, 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.

Dixon Hughes Goodman LLP

Atlanta, Georgia
May 21, 2019

THE GIVENS ESTATES, INC. & SUBSIDIARIES

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

	2019	2020	2021	2022	2023
Unrestricted revenues, gains and other support:					
Amortization of entrance fees	\$ 7,353	\$ 7,518	\$ 9,016	\$ 9,706	\$ 9,641
Residential revenue	24,217	24,922	27,666	29,614	30,668
Assisted living revenue	5,526	5,731	5,943	6,164	6,393
Long-term care revenue, net	14,373	14,679	15,084	15,501	15,933
Residential food service revenue	2,778	2,830	2,884	2,940	2,997
Contributions and bequests	556	563	571	579	586
Net assets released from restrictions--operations	40	41	42	44	45
Other revenue	2,170	2,240	2,313	2,389	2,455
Investment income	1,303	1,115	1,155	1,267	1,496
Total unrestricted revenues, gains and other support	58,316	59,639	64,674	68,204	70,214
Expenses:					
Administration	5,063	5,213	5,373	5,532	5,698
Assisted living	1,939	1,997	2,056	2,117	2,179
Long-term care	8,760	9,019	9,286	9,561	9,843
Home care	778	801	825	849	874
Maintenance	6,156	6,347	6,590	6,786	6,988
Dining services	6,588	6,793	7,053	7,261	7,476
Housekeeping	2,601	2,685	2,809	2,892	2,977
Laundry	109	113	116	119	122
Marketing	1,007	1,037	1,072	1,103	1,137
Resident services	2,907	2,994	3,089	3,180	3,276
Utilities	2,383	2,467	2,582	2,659	2,737
Outreach	909	936	964	993	1,023
Bad debt expense	75	77	79	81	84
Insurance	596	616	642	660	680
Depreciation	6,955	6,857	7,453	7,636	7,530
Amortization of intangible assets	1,206	1,106	-	-	-
Interest expense:					
Amortization of deferred financing costs	72	57	29	29	26
Interest-Bank Loan	558	530	529	497	465
Interest-Gerber Bank Loan	326	274	262	249	236
Interest-Series 2017 Bonds	1,311	1,263	1,181	1,097	1,010
Total expenses	50,299	51,182	51,990	53,301	54,361
Operating income	8,017	8,457	12,684	14,903	15,853
Net assets released from restrictions--capital projects	60	20	20	20	20
Change in net assets without donor restrictions	\$ 8,077	\$ 8,477	\$ 12,704	\$ 14,923	\$ 15,873

See accompanying Summary of Significant Projection Assumptions and Accounting Policies and Independent Accountants' Compilation Report

THE GIVENS ESTATES, INC. & SUBSIDIARIES

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

	2019	2020	2021	2022	2023
Net assets without donor restrictions:					
Operating income	\$ 8,017	\$ 8,457	\$ 12,684	\$ 14,903	\$ 15,853
Net assets released from restrictions--capital projects	60	20	20	20	20
Change in net assets without donor restrictions	8,077	8,477	12,704	14,923	15,873
Net assets with donor restrictions:					
Contributions	300	300	300	300	300
Net assets released from restrictions	(100)	(61)	(62)	(64)	(65)
Change in net assets with donor restrictions	200	239	238	236	235
Change in net assets	8,277	8,716	12,942	15,159	16,108
Net assets, beginning of year	32,380	40,657	49,372	62,314	77,472
Net assets, end of year	\$ 40,657	\$ 49,372	\$ 62,314	\$ 77,472	\$ 93,580

See accompanying Summary of Significant Projection Assumptions and Accounting Policies and Independent Accountants' Compilation Report

THE GIVENS ESTATES, INC. & SUBSIDIARIES

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

	2019	2020	2021	2022	2023
Cash flows from operating activities:					
Change in net assets	\$ 8,277	\$ 8,716	\$ 12,942	\$ 15,159	\$ 16,108
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Amortization of entrance fees	(7,353)	(7,518)	(9,016)	(9,706)	(9,641)
Depreciation	6,955	6,857	7,453	7,636	7,530
Amortization of intangible assets	1,206	1,106	-	-	-
Amortization of deferred costs	72	57	29	29	26
Bad debt expense	75	77	79	81	84
Contributions restricted for capital projects	(60)	(20)	(20)	(20)	(20)
Proceeds from entrance fees - routine turnover, non-refundable portion	6,829	6,712	6,858	7,011	7,166
Net change in working capital:					
Change in receivables and prepaid expenses	657	(173)	(269)	(239)	(189)
Change in accounts payable, other accrued liabilities, and payroll accruals	(1,615)	108	126	113	110
Net cash provided by operating activities	15,043	15,922	18,182	20,064	21,174
Cash flows from investing activities:					
Capital additions	(12,380)	(28,532)	(9,081)	(2,082)	(2,082)
Development costs incurred for related parties					
Change in investments	(12,230)	1,089	(12,290)	(10,988)	(11,942)
Change in assets limited as to use - operating reserve	(283)	(360)	(304)	(314)	(309)
Change in assets limited as to use - other	(75)	(83)	(88)	(91)	(94)
Net cash provided (used) by investing activities	(24,968)	(27,886)	(21,763)	(13,475)	(14,427)
Cash flows from financing activities:					
Proceeds from entrance fees - routine turnover, refundable portion	2,798	2,802	2,872	2,945	3,020
Proceeds from initial entrance fees - Friendship Park	-	-	23,849	-	-
Proceeds from initial entrance fees-Meadowmont	2,400	-	-	-	-
Proceeds from initial entrance fees-Cottages	935	8,414	-	-	-
Payment of refundable entrance fees	(3,892)	(3,963)	(4,037)	(5,324)	(5,439)
Principal payments-Bank Loan	(707)	(707)	(707)	(707)	(707)
Principal payments-Gerber Bank Loan	(328)	(328)	(328)	(328)	(328)
Proceeds from Friendship Park Note Payable	2,100	12,900	3,500	-	-
Proceeds from Meadowmont Note Payable	4,200	4,451	-	-	-
Payments of Friendship Park Note Payable	-	-	(18,500)	-	-
Payments of Cottages Note Payable	-	(8,651)	-	-	-
Principal payments-Series 2017 Bonds	(2,775)	(2,850)	(2,930)	(3,000)	(3,080)
Financing costs incurred	(70)	-	-	-	-
Contributions restricted for capital projects	60	20	20	20	20
Net cash provided (used) by financing activities	4,721	12,088	3,739	(6,394)	(6,514)
Change in cash and cash equivalents	(5,204)	124	158	195	233
Cash and cash equivalents, beginning of year	9,053	3,849	3,973	4,131	4,326
Cash and cash equivalents, end of year	\$ 3,849	\$ 3,973	\$ 4,131	\$ 4,326	\$ 4,559

**See accompanying Summary of Significant Projection Assumptions and Accounting
Policies and Independent Accountants' Compilation Report**

THE GIVENS ESTATES, INC. & SUBSIDIARIES

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

	2019	2020	2021	2022	2023
Assets					
Current assets:					
Cash and cash equivalents	\$ 3,849	\$ 3,973	\$ 4,131	\$ 4,326	\$ 4,559
Assets limited as to use, current portion	28	28	28	28	28
Accounts receivable, net	1,549	1,589	1,732	1,835	1,893
Other receivables	1,037	1,074	1,109	1,147	1,177
Contributions receivable, current portion	25	25	25	25	25
Prepaid expenses and inventory	611	632	652	671	691
Total current assets	7,099	7,321	7,677	8,032	8,373
Non-current assets:					
Property and equipment, net	159,125	180,801	182,429	176,875	171,428
Goodwill, intangible assets	7,021	5,915	5,915	5,915	5,915
Investments	45,571	44,482	56,772	67,760	79,702
Assets limited as to use, less current portion:					
Operating reserve-Givens Estates	7,457	7,647	7,845	8,049	8,256
Operating reserve-Givens Highland Farms	4,091	4,261	4,367	4,477	4,579
Other	2,343	2,426	2,514	2,605	2,699
Contributions receivable, net of current portion	50	50	50	50	50
Other assets	903	903	903	903	903
Interest rate swap	56	56	56	56	56
Total assets	\$ 233,716	\$ 253,862	\$ 268,528	\$ 274,722	\$ 281,961
Liabilities and Net Assets					
Current liabilities:					
Accounts payable and other accrued liabilities	\$ 3,862	\$ 3,983	\$ 4,121	\$ 4,247	\$ 4,369
Interest payable	158	149	143	134	125
Agency funds	28	28	28	28	28
Resident refunds payable	4,875	4,810	4,744	4,620	4,499
Bank Loan, current portion	707	707	707	707	707
Gerber Bank Loan, current portion	328	328	328	328	328
Series 2017 Bonds, current maturities	2,850	2,930	3,000	3,080	3,160
Total current liabilities	12,808	12,935	13,071	13,144	13,216
Long-term liabilities:					
Bank Loan, net of current portion	12,110	11,403	10,696	9,989	9,281
Friendship Park Note Payable	2,100	15,000	-	-	-
Cottages Note Payable	4,200	-	-	-	-
Gerber Bank Loan, less current portion	6,903	6,577	6,251	5,925	5,599
Series 2017 Bonds, less current maturities	42,910	39,980	36,980	33,900	30,740
Deferred financing costs, net	(373)	(318)	(290)	(263)	(238)
Refundable entrance fees, net of current portion	49,937	56,958	55,555	53,843	52,146
Deferred revenue from entrance fees	61,584	61,075	83,071	79,832	76,757
Advance admission deposits	880	880	880	880	880
Total liabilities	193,059	204,490	206,214	197,250	188,381
Net assets					
Without donor restrictions	32,828	41,304	54,008	68,930	84,803
With donor restrictions	7,829	8,068	8,306	8,542	8,777
Total net assets	40,657	49,372	62,314	77,472	93,580
Total liabilities and net assets	\$ 233,716	\$ 253,862	\$ 268,528	\$ 274,722	\$ 281,961

See accompanying Summary of Significant Projection Assumptions and Accounting Policies and Independent Accountants' Compilation Report

THE GIVENS ESTATES, INC. & SUBSIDIARIES

Summary of Significant Projection Assumptions and Accounting Policies

For Each of the Five Years Ending December 31, 2023

General

The accompanying consolidated financial projection presents, to the best of the knowledge and belief of the management of The Givens Estates, Inc. & Subsidiaries (the “Corporation”) (“Management”) the expected financial position, results of operations, and cash flows of the Corporation as of and for each of the five years ending December 31, 2023. Accordingly, the accompanying projection reflects Management’s judgment as of May 21, 2019, the date of this report, of the expected conditions and its course of action.

Management’s purpose in releasing this consolidated financial projection is for inclusion in the Corporation’s 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 consolidated financial statements. The Corporation recognizes that there will be differences between prospective and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

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

Hypothetical Assumptions - A hypothetical assumption is an assumption used in a financial projection to present a condition or course of action that is not necessarily expected to occur, but is consistent with the purpose of the presentation. Hypothetical assumptions are not derived from sources, which are based upon supporting documentation such as contracts, agreements, or other empirical data. Management has prepared its financial projection assuming the hypothetical assumption that the Corporation’s newly constructed and to be constructed independent living units are successfully marketed and achieve and maintain projected occupancy levels.

Background of the Corporation - The Givens Estates, Inc., a non-profit, North Carolina corporation, and Givens Highland Farms, LLC, a non-profit, North Carolina limited liability corporation were formed as continuing care retirement communities (“CCRCs”) committed to providing the full continuum of care to seniors within the communities in which they serve.

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

See Independent Accountants’ Compilation Report

The Givens Estates

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

Givens Estates is located on an approximately 215-acre campus and currently consists of 261 independent living apartment units, 24 independent living villa units (the “Villas”), 126 independent living homes, duplex and cottage units, a 47-unit assisted living facility, an 84-bed health care facility, related common spaces and a wellness center.

The following table summarizes Givens Estates’ unit configuration, entrance fees (“Entrance Fees”), monthly service fees (“Monthly Service Fees”), and assumed occupancy throughout the projection period:

Type of Unit	Total Units	Occupancy Percentage	Entrance Fees- 100 Percent Amortization Plan⁽¹⁾⁽²⁾	Monthly Service Fees⁽¹⁾
Independent Living Units:				
Apartments – Asbury Commons	52	95%	\$ 93,767	\$ 2,093
Apartments – Oxford Commons	137	95%	278,277	3,642
Apartments – Creekside	72	95%	344,075	3,755
Villas	24	95%	110,100	2,148
Houses and Duplexes	67	95%	270,593	3,260
Cottages	59	95%	438,781	4,216
Total Independent Living Units	411	95%	278,427	3,399
Assisted Living Units	47	96%	8,936	5,699
Health Center beds	84	93%	N/A	9,053
Total	542	95%		

Source: Management

(1) Fees indicated are effective January 1, 2019.

(2) Direct admit Residents of the Assisted Living Units pay a non-refundable refurbishment fee ranging from \$8,000 to \$15,000 depending on the unit selected.

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Friendship Park Project Description

Management is constructing a multi-phased project at Givens Estates, which includes the construction of 81 independent living apartments (the “Friendship Park Apartments”) contained in two buildings (the “Friendship Park Project”). Management intends to complete the Friendship Park Project in phases as follows:

- Phase I: Construction of 40 Friendship Park Apartments. Phase I is to be completed in January 2021;
- Phase II: Construction of 41 Friendship Park Apartments. Phase II is to be completed in June 2021;

Total construction and related project costs for the Friendship Park Project are assumed to approximate \$32,000,000 and be financed with proceeds from initial entrance fees and a loan from Capital Bank (the “Friendship Park Note Payable”).

The following table summarizes the assumed timeline for construction completion and fill-up of the Friendship Park Project.

Table 2
The Givens Estates
Assumed Friendship Park Project Construction and Fill-Up Timeline

Event	Phase I	Phase II
Begin Construction	October 2019	March 2020
Complete Construction	January 2021	June 2021
Available for Occupancy	February 2021	July 2021
Achieve Stabilized Occupancy of 95%	April 2021	September 2021

Source: Management

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The following table summarizes each Friendship Park Apartment building's unit configuration, approximate square footages, monthly fees and entrance fees, effective upon the opening of Friendship Park in 2021.

Table 3
The Givens Estates
Friendship Park Apartments Phase I and Phase II Unit Configuration

Type of Unit	Total Units	Square Footage	Entrance Fees- Traditional Plan	Monthly Service Fees
Friendship Park Apartments				
Aspen	4	896	\$ 215,264	\$ 2,636
Birch	13	900	214,935	2,636
Cedar	10	1,104	281,457	2,814
Chestnut	6	1,109	283,385	2,814
Elm	15	1,117	286,863	2,814
Hickory	9	1,287	340,719	3,143
Maple	13	1,297	342,055	3,143
Walnut	4	1,321	327,363	3,143
Winterberry	7	1,345	364,761	3,143
Total/Weighted Average	81	1,147	\$ 294,432	\$ 2,911

Source: Management

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Givens Highland Farms

Givens Highland Farms is located on 75 acres of land in Black Mountain, North Carolina and consists of 90 residential garden apartments, 148 cluster homes, condominium units, and free standing homes, 29 independence-plus apartment units, 30 assisted living (adult care home) beds, and 60 skilled nursing beds. The following table summarizes Givens Highland Farms unit configuration and assumed occupancy throughout the projection period:

Type of Unit	Total Units	Occupancy Percentage	Entrance Fee- 100 Percent Amortization Plan⁽¹⁾	Monthly Service Fees⁽¹⁾
Independent Living Units:				
Apartments – Garden	90	96%	\$ 155,397	\$ 2,816
Apartments – Prentice Lodge	29	76%	61,886	3,866
Condominiums	32	97%	230,450	3,027
Cluster Homes	48	98%	201,686	2,892
Freestanding Homes	4	94%	309,700	3,491
Meadowmont	64	99%	274,869	3,204
Total / weighted average	267	95%	\$ 193,506	\$ 3,074
Assisted living beds	30	79%	N/A	\$ 6,562
Skilled nursing beds	60	79%	N/A	8,388
Total / weighted average	357	79%		

Source: Management

(1) Fees indicated are effective January 1, 2019.

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The Cottages Project Description

Management is planning a project at Givens Highland Farms for the creation of 16 independent free standing living units (“The Cottages”) to be built in one phase. Total construction and related project costs for the Cottages are assumed to approximate \$8,651,000 and be financed with proceeds from initial entrance fees and a loan from Capital Bank (the “Cottages Note Payable”).

The following table summarizes the assumed timeline for construction completion and fill-up of The Cottages.

Table 5
Givens Highland Farms
Assumed Project Construction and Fill-Up Timeline for The Cottages

Begin Construction	June 2019
Complete Construction	July 2020
Available for Occupancy	August 2020
Achieve Stabilized Occupancy of 95%	September 2020

Source: Management

The following table summarizes the Cottages’ unit configuration, approximate square footages, Entrance Fees, and Monthly Service Fees.

Table 6
Givens Highland Farms
The Cottages Project - Unit Configuration

Type of Unit	Total Units	Square Footage	Entrance Fees- 75 Percent Amortization Plan ⁽¹⁾	Monthly Service Fees ⁽¹⁾
Meadowmont Homes				
One Bedroom with Den	2	1,326	\$474,000	\$3,103
Two Bedroom	5	1,510	\$553,300	\$3,338
Two Bedroom with Den	9	1,708	\$626,100	\$3,553
Total/Weighted Average:	16	1,598	\$584,338	\$3,430

Source: Management

(1) Monthly Service Fees and Entrance Fees are stated in 2019 dollars.

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Givens Gerber Park II

Management formed Givens Gerber Park II, LLC as a subsidiary of the Corporation to own and operate Givens Gerber Park II, consisting of 60 one-bedroom and 22 two-bedroom apartments. Residents of Givens Gerber Park II pay a non-refundable Entrance Fee of approximately \$12,000 and a Monthly Service Fee ranging from \$1,290 to \$2,187 on a sliding scale based on income. Construction and related project costs of approximately \$10,900,000 have been financed with proceeds from a loan from BB&T Bank (the “Gerber Bank Loan”).

Table 7
Givens Gerber Park II
Unit Configuration

Type of Unit	Total Units	Square Footage	Monthly Service Fees ⁽¹⁾⁽²⁾
One Bedroom	60	750	\$ 1,328 - \$2,070
Two Bedroom	22	1,100	\$ 1,494 - \$2,513
Total/Weighted Average:	82	844	\$1,794

Source: Management

(1) Monthly Service Fees and Entrance Fees are stated in 2019 dollars.

(2) Second person Monthly Service Fees are \$250 in 2019 dollars.

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Related Parties

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

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

During 2006, the Corporation was invited to work with the Southeastern Jurisdictional Administrative Council (SEJAC) and the Southeastern Methodist Association for Rehabilitation (SEMAR) in developing an affordable housing project for seniors in Haywood County. The project, the Great Laurels of Junaluska, is located on 6.3 acres across from the main entrance to Lake Junaluska Assembly and consists of 36 apartments funded through a grant from the Department of Housing and Urban Development (HUD), and 64 apartments funded primarily through tax credits. The President and CEO of the Company serves as President of the Great Laurels, Inc. and the CFO of the Company serves as Finance Director.

The Company is a member of Gerber Park of Asheville, LLC (49% interest). Gerber Park of Asheville, LLC is the managing member of Givens Gerber Park, LLC (.01% interest). Givens Estates has an investment in Givens Gerber Park, LLC in the amount of approximately \$717,000. This amount relates to unreimbursed development and construction costs of Givens Gerber Park, LLC that will be reimbursed through Givens Gerber Park loans and developer fees. The Company has entered into a lease with Givens Gerber Park, LLC, where the Company owns the land that Givens Gerber Park, LLC is constructed. The Company leases this land to Givens Gerber Park, LLC for \$1 per year. This lease expires in 2065.

The Company is a managing member of Gerber Park of Asheville III, LLC (49% interest). Gerber Park of Asheville III, LLC is the managing member of Givens Gerber Park III, LLC (.01% interest). Givens Estates has an investment in Givens Gerber Park III, LLC in the amount of approximately \$185,813. This amount relates to unreimbursed development and construction costs of Givens Gerber Park III, LLC that will be reimbursed through Givens Gerber Park III loans and developer fees. The Company has entered into a lease with Givens Gerber Park of Asheville III, LLC, where the Company owns the land where Givens Gerber Park of Asheville III, LLC will be constructed. The Company leases this land to Givens Gerber Park of Asheville III, LLC for \$1 per year. This lease expires in 2081.

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Significant Accounting Policies

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

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

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

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

North Carolina General Statute Section 58-64-33 requires CCRC’s to maintain an operating reserve equal to 50 percent of the total operating expenses (adjusted for non-cash items) in a given year, or 25 percent of such total operating expenses (adjusted for non-cash items) if independent and assisted living occupancy exceeds 90 percent.

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

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

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

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

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

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

Intangible Asset – In connection with the recording of the assets and liabilities as part of the purchase of Highland Farms, the cash paid for the net fair value of the assets was less than the net fair value of the liabilities obtained. As a result, intangibles of \$15,440,665 were recorded with this transaction. Givens Highland Farms obtained approximately \$14.8 million of deferred revenue and refundable Entrance Fee contracts. The projected net future cash flows to be generated from these resident contracts were recorded as an intangible asset and amortized over the average life expectancy of those residents, or approximately 8 years. The remainder was recorded as goodwill. Goodwill is projected to be \$7,021,000 in 2019. Management intends to fully amortize the remaining Goodwill balance associated with the Entrance Fee contracts during fiscal year 2020, resulting in a Goodwill balance of approximately \$5,915,000. The Corporation analyzes goodwill for impairment annually. For purposes of the projection, Management assumes no impairment to intangibles will occur during the projection period.

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

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

Deferred costs consist of the marketing costs of acquiring initial continuing care contracts, which are expected to be recovered from future contract revenues. Initial continuing care contract costs are capitalized and are amortized on a straight-line basis over the average expected lives of the residents under the contract.

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Resident Refunds Payable – Resident refunds payable include estimated Entrance Fee refunds due to Residents that have the 50 percent, 65 percent, 75 percent, 76 percent or 90 percent refundable contracts. The Corporation’s contract stipulates that the Entrance Fee is refundable within two years of vacancy or when a replacement occupant has been secured, whichever is sooner. Refunds are made within 30 days for Givens Highland Farms apartment contracts and within 120 days for Givens Highland Farms cluster homes, condominium units or free standing homes signed before December 1, 2012. Based on historical experience, the estimated amount of the Resident refunds that are expected to be refunded in a subsequent year are classified as a current liability on the balance sheet.

Deferred Revenue from Entrance Fees – In exchange for an Entrance Fee, residents are granted a lifetime occupancy interest in the residential unit. The Entrance Fee will vary due to the size of the residence and the contract option selected by the resident.

The nonrefundable portion of the Entrance Fee paid by a resident upon entering into a lifetime occupancy contract is recorded as deferred revenue. In 2008, Givens Estates began offering three types of contracts: a 90 percent refundable option, under which the refund declines to 90 percent over a three month period; a zero percent refund option, under which the refund declines to zero percent over a four year period; and a 50 percent refundable option, under which the refund declines to 50 percent over a two year period.

In 2017, Givens Highland Farms began offering three types of contracts: a 90 percent refundable option, under which the refund declines to 90 percent over a three month period; a zero percent refund option, under which the refund declines to zero percent over a four year period; and a 50 percent refundable option, which the refund declines to 50 percent over a two year period. Prior to 2017, Givens Highland Farms offered two types of contracts for the apartments and the lodge: a 50 percent refundable option, with the refund declining to 50 percent over a 23 month period; or a zero percent refund option, with the refund declining to zero percent over a 46 month period. For contracts signed before 2006 for the apartments or the lodge, the 50 percent refundable option declines to 50 percent over a 46 month period, and the zero percent refundable option declines to zero percent over a 60 month period. In 2015, Givens Highland Farms began offering a 65 percent refundable contract option for the cluster homes, condominiums and homes with the refund declining to 65 percent over a 16 month period. In 2014, Givens Highland Farms began offering a 75 percent refundable contract option for the cluster homes, condominiums and homes with the refund declining to 75 percent over an 11 month period. In addition, the initial contracts for the Meadowmont homes and the Cottages are 75% refundable contracts. The refundable portion of contracts signed before December 1, 2012 for the cluster homes, condominiums and homes declines to 76 percent over a seven year period.

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

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

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

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

Contributions and Donor-Imposed Restrictions – All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. The Corporation reports gifts of cash and other assets as restricted contributions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of operations as net assets released from restriction.

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

Long-Term Care and Assisted Living Revenue – Long-term care and assisted living revenue represents the estimated net realizable amounts from residents, third-party payors, and others for services rendered while in the long-term care or assisted living units. It also includes estimated retroactive revenue adjustments due to future audits, review, and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews, and investigations. Historically such adjustments for the Corporation have been immaterial in relation to the financial statements taken as a whole.

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

Residential Revenue – In addition to the amortization of deferred revenue as described above, the residents are also subject to a continuing monthly service fee, which varies with the type of unit and with the level of health care the resident receives. This monthly fee can be changed from time to time, as deemed necessary by the Corporation, with 30 days written notice to residents.

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

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

Presentation of Financial Statements of Not-for-Profit Entities – During fiscal year 2018, the Corporation adopted Accounting Standard Update (“ASU”) No. 2016-14 – Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities. The ASU No. 2016-14 addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity of available resources, and the lack of consistency in the type of information provided about expenses and investment return. The fiscal year 2017 financial statements were adjusted to reflect the retrospective application of the new accounting guidance. The retrospective application resulted in temporarily restricted net assets being reported as net assets with donor restrictions and unrestricted net deficit being reported as net deficit without donor restrictions.

Revenue Recognition – ASU 2015-14, Revenue from Contracts with Customers (Topic 606), provides a five-step analysis of transactions to determine when and how revenue is recognized. The changes are intended to increase comparability, as well as simplify preparation of financial statements and provide more useful information to users through improved disclosures. Upon adoption of ASC Topic 606, entities should evaluate costs associated with acquiring life care contracts to determine if they meet the requirements for capitalization under FASB ASC 340-40-25. As of December 31, 2018, the Corporation had not adopted ASU 2015-14. However, for purposes of the projection beginning January 1, 2019, the Corporation adopted ASU 2015-14 and retrospectively adjusted the financial statements prior to fiscal year 2018 for the removal of deferred marketing costs previously recorded on the balance sheets.

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Summary of Significant Statement of Operations Assumptions

Long-Term Care and Assisted Living Revenue – Management assumes long-term care revenue and assisted living revenues at Givens Estates to increase approximately 3.0 percent annually, and 5.0 percent at Givens Highland Farms.

Residential Revenue – Management assumes residential revenues at Givens Estates and Givens Gerber Park II to increase approximately 3.0 percent annually, and 3.5 percent at Givens Highland Farms.

Operating Expenses – Management assumes operating expenses will increase approximately 2.9 percent annually at Givens Estates, Givens Highland Farms and Givens Gerber Park II.

Earnings on Investments, Debt Service Fund, Operating Reserve and Excess Cash – Earnings on investments, operating reserve and excess cash available are assumed to be approximately 2.0 percent throughout the projection period.

Contributions and Bequests – Management assumes unrestricted contributions and bequests to Givens Estates to increase approximately 1.0 percent annually throughout the projection period.

Summary of Significant Balance Sheet Assumptions

Current Assets and Current Liabilities – Operating revenue, as used below, includes long-term care revenue, residential revenue, assisted living revenue and residential food service revenue. Operating expenses exclude amortization, depreciation and interest expense.

Management has assumed the following working capital components based on the Corporation's historical trends:

Accounts receivable	12	Days of resident revenues
Other receivables	175	Days of resident revenues
Prepaid expenses	6	Days of operating expenses
Accounts payable	23	Days of operating expenses
Other accrued liabilities	13	Days of operating expenses

Source: Management

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Assets Limited as to Use – Management assumes assets limited as to use, other than the Givens Estates and Given-Highland Farms statutory operating reserves, to be as follows during the projection period:

	2019	2020	2021	2022	2023
Board designated:					
Assistance endowment	\$ 2,099	\$ 2,183	\$ 2,270	\$ 2,361	\$ 2,455
Agency funds	20	20	20	20	20
Givens Highland Farms	252	252	252	252	252
Total – other	2,371	2,455	2,542	2,633	2,727
Less current portion	(28)	(28)	(28)	(28)	(28)
Assets limited as to use, Less current portion – other	\$ 2,343	\$ 2,427	\$ 2,514	\$ 2,605	\$ 2,699

Source: Management

Management assumes the statutory operating reserve requirement to be 25 percent of each subsequent year's operating expenses (adjusted for non-cash items) based on an assumed independent and assisted living occupancy rate in excess of ninety percent (90%) throughout the projection period.

Property and Equipment – Management assumes disposal of property and equipment and capital additions as follows:

	2019	2020	2021	2022	2023
Beginning balance	\$226,517	\$238,898	\$267,431	\$276,513	\$278,595
Capital additions–Friendship Park ⁽¹⁾	3,000	22,000	7,000	-	-
Capital additions – The Cottages ⁽¹⁾	4,200	4,451	-	-	-
Routine Capital additions	5,181	2,082	2,082	2,082	2,082
Total capital costs	238,898	267,431	276,513	278,595	280,677
Less accumulated depreciation	(79,773)	(86,630)	(94,084)	(101,720)	(109,249)
Property and equipment, net	\$159,125	\$180,801	\$182,429	\$176,875	\$171,428

Source: Management

(1) Includes interest costs capitalized during construction.

Long-Term Debt – Management assumes long-term debt to consist of the following:

	2019	2020	2021	2022	2023
Bank Loan	\$ 20,048	\$ 19,015	\$ 17,982	\$ 16,949	\$ 15,916
Friendship Park Note Payable	2,100	15,000	-	-	-
Cottages Note Payable	4,200	-	-	-	-
Series 2017 Bonds	45,760	42,910	39,980	36,980	33,900
Long-term debt	72,108	76,925	57,962	53,929	49,816
Less current portion	(3,885)	(3,965)	(4,035)	(4,115)	(4,195)
Long-term debt, net	\$ 68,223	\$ 72,960	\$ 53,927	\$ 49,814	\$ 43,754

Source: Management

Bank Loan

On December 1, 2012, the Corporation purchased the assets of Highland Farms, Inc. and Mirafel, LLC, a taxable entity. The purchase and capital additions have been financed with proceeds from a bank loan (the “Bank Loan”). The Bank Loan has a 30-year amortization with an annual interest rate of 30 Day LIBOR plus 1.25 percent per annum. For purposes of the projection, the Bank Loan interest rate is assumed to be 4.25 percent per annum for fiscal years 2019 and 2020 and 4.50 percent per annum for fiscal years 2021 through 2023. The following table shows the principal and interest payments for the Bank Loan:

Year Ending December 31,	Principal	Interest	Total Payments
2019	\$ 707	\$ 548	\$ 1,256
2020	707	533	1,240
2021	707	529	1,237
2022	707	500	1,207
2023	707	468	1,175
Thereafter	9,987	2,597	12,584
Total	\$ 13,523	\$ 5,176	\$ 18,699

Source: Management

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The Cottages Note Payable

Capital additions for the Cottages Project are funded with the initial Entrance Fees and the Cottages Note Payable. The interest rate on the Cottages Note Payable is assumed to be 3.25 percent per annum. The Cottages Note Payable is anticipated to be repaid by September 2020.

Table 13
The Cottages Note Payable Schedule of Principal and Interest Payments
(in thousands of dollars)

Year Ending December 31,	Principal	Interest	Total Payments
2019	\$ -	\$ 137	\$ 137
2020	8,651	281	8,932
Total	\$ 8,651	\$ 418	\$ 9,069

Source: Management

Series 2017 Refunding Bonds

The North Carolina Medical Care Commission Retirement Facilities Revenue Refunding Bonds Series 2007 were refunded in April 2017 with \$52,980,000 Series 2017 Refunding Bonds. Interest is payable monthly at 2.84 percent. Principal payments began in 2017 with the final payment due in 2033. The following table shows the principal and interest payments for the Series 2017 Refunding Bonds:

Table 14
Series 2017 Refunding Bonds Schedule of Principal and Interest Payments
(in thousands of dollars)

Year Ending December 31,	Principal	Interest	Total Payments
2019	\$ 2,775	\$ 1,342	\$ 4,117
2020	2,850	1,263	4,113
2021	2,930	1,181	4,111
2022	3,000	1,097	4,097
2023	3,080	922	4,002
Thereafter	33,900	4,842	38,742
Total	\$ 48,535	\$ 10,646	\$ 59,181

Source: Management

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Gerber Bank Loan

Construction costs for Givens Gerber Park II are funded with the Gerber Bank Loan from BB&T Bank, which commenced in April 2018. As of December 31, 2018, the Gerber Bank Loan balance was approximately \$7.5 million. The Gerber Bank Loan has an interest rate of 3.88 percent per annum. Principal payments begin in 2018 with the final payment due in 2041. The following table shows the assumed principal and interest payments for the Gerber Bank Loan:

Table 15
Gerber Bank Loan Schedule of Principal and Interest Payments
(in thousands of dollars)

Year Ending December 31,	Principal	Interest	Total Payments
2019	\$ 328	\$ 287	\$ 616
2020	328	275	603
2021	328	262	590
2022	328	249	577
2023	328	236	565
Thereafter	5,912	632	6,544
Total	\$ 7,554	\$ 1,941	\$ 9,495

Source: Management

Friendship Park Note Payable

Capital additions for the Friendship Park Project are funded with the initial Entrance Fees and the Friendship Park Note Payable. The interest rate on the Friendship Park Note Payable is estimated to be 5.00 percent per annum. The Friendship Park Note Payable is anticipated to be repaid with initial Entrance Fees by September 2021.

Table 16
Friendship Park Note Payable Schedule of Principal and Interest
(in thousands of dollars)

Year Ending December 31,	Principal	Interest	Total Payments
2019	\$ -	\$ 18	\$ 18
2020	-	478	478
2021	15,000	231	15,231
Total	\$ 15,000	\$ 727	\$ 15,727

Source: Management

See Independent Accountants' Compilation Report

Deferred Revenue from Entrance Fees – Management assumes that Entrance Fees will increase approximately 3.0 percent annually depending on unit type.

The assumed turnover of the independent living units for Givens Estates, Givens Highland Farms and Givens Gerber Park II and initial Entrance Fees received for Friendship Park and the Cottages are presented in the following table:

Year Ending December 31,	Meadowmont Initial Entrance Fees	Gerber Park Initial Entrance Fees	Turnover Entrance Fees	Total
2019	-	-	47	47
2020	16	-	47	63
2021	-	81	47	128
2022	-	-	47	47
2023	-	-	47	47

Source: Management

See Independent Accountants' Compilation Report

**INDEPENDENT ACCOUNTANTS' REPORT ON
SUPPLEMENTAL INFORMATION**

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

We have compiled the accompanying consolidated projected balance sheets and related projected statements of operations, changes in net assets and cash flows of Givens Estates, Inc. & Subsidiaries, as of and for the each of the five years ending December 31, 2023, in accordance with attestation standards established by the American Institute of Certified Public Accountants.

The projected balance sheets and related projected statements of operations, changes in net assets and cash flows of The Givens Estates, Inc.; Givens Highland Farms, LLC, Givens Gerber Park II, LLC, and Life Ministries Outreach, LLC are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements.

Dixon Hughes Goodman LLP

Atlanta, Georgia
May 21, 2019

THE GIVENS ESTATES, INC.

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

	2019	2020	2021	2022	2023
Unrestricted revenues, gains and other support:					
Amortization of entrance fees	\$ 5,850	\$ 6,026	\$ 7,448	\$ 8,200	\$ 8,194
Residential revenue	15,134	15,587	17,735	19,306	19,970
Assisted living revenue	3,597	3,705	3,816	3,931	4,049
Long-term care revenue	9,061	9,333	9,613	9,901	10,198
Residential food service revenue	1,667	1,717	1,769	1,822	1,877
Contributions and bequests	464	468	473	478	482
Net assets released from restrictions--operations	40	41	42	44	45
Management fee	1,026	1,052	1,099	1,130	1,161
Other revenue	1,471	1,515	1,560	1,607	1,655
Investment income	1,210	1,020	1,057	1,166	1,391
Total unrestricted revenues, gains and other support	39,520	40,464	44,612	47,585	49,022
Expenses:					
Administration	3,395	3,496	3,601	3,709	3,821
Assisted living	1,333	1,373	1,414	1,457	1,500
Long-term care	4,993	5,143	5,297	5,456	5,619
Home care	301	310	320	329	339
Maintenance	4,033	4,154	4,278	4,407	4,539
Dining services	3,929	4,047	4,169	4,294	4,423
Housekeeping	1,561	1,608	1,656	1,706	1,757
Laundry	4	5	5	5	5
Marketing	546	562	579	596	614
Resident services	2,478	2,552	2,629	2,707	2,789
Utilities	1,538	1,584	1,632	1,681	1,731
Outreach	525	541	557	574	591
Bad debt expense	37	38	39	40	42
Management fees	-	-	-	-	-
Insurance	295	304	313	322	332
Depreciation	4,742	4,598	5,038	5,173	5,035
Interest expense:					
Amortization of deferred costs	24	24	24	24	24
Interest-Series 2017 Bonds	1,311	1,263	1,181	1,097	1,010
Total expenses	31,045	31,602	32,732	33,577	34,171
Operating income	8,475	8,862	11,880	14,008	14,851
Net assets released from restrictions--capital projects	60	20	20	20	20
Change in net assets without donor restrictions	\$ 8,535	\$ 8,882	\$ 11,900	\$ 14,028	\$ 14,871

Supplemental Disclosure

THE GIVENS ESTATES, INC.

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

	2019	2020	2021	2022	2023
Net assets without donor restrictions:					
Operating income	\$ 8,475	\$ 8,862	\$ 11,880	\$ 14,008	\$ 14,851
Net assets released from restrictions--capital projects	60	20	20	20	20
Change in net assets without donor restrictions	8,535	8,882	11,900	14,028	14,871
Net assets with donor restrictions:					
Contributions	300	300	300	300	300
Net assets released from restrictions	(100)	(61)	(62)	(64)	(65)
Change in net assets with donor restrictions	200	239	238	236	235
Change in net assets	8,735	9,121	12,138	14,264	15,106
Net assets, beginning of year	41,551	50,286	59,407	71,545	85,809
Net assets, end of year	\$ 50,286	\$ 59,407	\$ 71,545	\$ 85,809	\$ 100,915

Supplemental Disclosure

THE GIVENS ESTATES, INC.

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

	2019	2020	2021	2022	2023
Cash flows from operating activities:					
Change in net assets	\$ 8,735	\$ 9,121	\$ 12,138	\$ 14,264	\$ 15,106
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Amortization of entrance fees	(5,850)	(6,026)	(7,448)	(8,200)	(8,194)
Depreciation	4,742	4,598	5,038	5,173	5,035
Amortization of deferred financing costs	24	24	24	24	24
Bad debt expense	37	38	39	40	42
Contributions restricted for capital projects	(60)	(20)	(20)	(20)	(20)
Proceeds from entrance fees - routine turnover, non-refundable portion	4,726	4,868	5,014	5,167	5,322
Net change in working capital:					
Change in receivables and prepaid expenses	709	(96)	(163)	(146)	(102)
Change in accounts payable, other accrued liabilities, and payroll accruals	(160)	81	83	87	81
Net cash provided by operating activities	12,903	12,588	14,705	16,389	17,294
Cash flows from investing activities:					
Capital additions	(7,100)	(23,300)	(8,300)	(1,300)	(1,300)
Change in investments	(8,884)	1,209	(11,755)	(10,292)	(11,065)
Change in assets limited as to use - operating reserve	(187)	(190)	(198)	(204)	(207)
Change in assets limited as to use - other	(75)	(83)	(88)	(91)	(94)
Investment in LLCs	(170)	(177)	(182)	(187)	(193)
Net cash provided (used) by investing activities	(16,416)	(22,541)	(20,523)	(12,074)	(12,859)
Cash flows from financing activities:					
Proceeds from entrance fees - routine turnover, refundable portion	2,272	2,341	2,411	2,484	2,559
Proceeds from initial entrance fees - Friendship Park	-	-	23,849	-	-
Payment of refundable entrance fees	(2,387)	(2,458)	(2,532)	(3,819)	(3,934)
Proceeds from Friendship Park Note Payable	2,100	12,900	3,500	-	-
Payments of Friendship Park Note Payable	-	-	(18,500)	-	-
Principal payments on Series 2017 Bonds	(2,775)	(2,850)	(2,930)	(3,000)	(3,080)
Contributions restricted for capital projects	60	20	20	20	20
Net cash provided (used) by financing activities	(730)	9,953	5,818	(4,315)	(4,435)
Change in cash and cash equivalents	(4,243)	-	-	-	-
Cash and cash equivalents, beginning of year	7,243	3,000	3,000	3,000	3,000
Cash and cash equivalents, end of year	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000

Supplemental Disclosure

THE GIVENS ESTATES, INC.

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

	2019	2020	2021	2022	2023
Assets					
Current assets:					
Cash and cash equivalents	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Assets limited as to use, current portion	20	20	20	20	20
Accounts receivable, net	807	831	936	1,011	1,040
Other receivables	528	546	560	577	594
Contributions receivable, current portion	25	25	25	25	25
Prepaid expenses	410	425	435	448	462
Total current assets	4,790	4,847	4,976	5,081	5,141
Non-current assets:					
Property and equipment, net	109,190	127,893	131,155	127,282	123,548
Investments	43,008	41,799	53,554	63,846	74,911
Assets limited as to use, less current portion:					
Operating reserve	7,457	7,647	7,845	8,049	8,256
Other	2,099	2,182	2,270	2,361	2,455
Contributions receivable, net of current portion	50	50	50	50	50
Other assets	903	903	903	903	903
Due from affiliates	5,755	5,932	6,114	6,301	6,494
Total assets	\$ 173,252	\$ 191,253	\$ 206,867	\$ 213,873	\$ 221,758
Liabilities and Net Assets					
Current liabilities:					
Accounts payable and other accrued liabilities	\$ 2,923	\$ 3,010	\$ 3,102	\$ 3,195	\$ 3,283
Interest payable	112	106	100	94	87
Agency funds	20	20	20	20	20
Resident refunds payable	3,637	3,572	3,506	3,382	3,261
Series 2017 Bonds, current maturities	2,850	2,930	3,000	3,080	3,160
Total current liabilities	9,542	9,638	9,728	9,771	9,811
Long-term liabilities:					
Friendship Park Note payable	2,100	15,000	-	-	-
Series 2017 Bonds, less current maturities	42,910	39,980	36,980	33,900	30,740
Deferred financing costs, net	(335)	(311)	(286)	(262)	(238)
Due to affiliate	91	91	91	91	91
Refundable entrance fees, net of current portion	19,619	19,270	18,911	18,243	17,590
Deferred revenue from entrance fees	48,371	47,510	69,230	65,653	62,181
Advance admission deposits	668	668	668	668	668
Total liabilities	122,966	131,846	135,322	128,064	120,843
Net assets					
Without donor restrictions	42,701	51,583	63,483	77,511	92,382
With donor restrictions	7,585	7,824	8,062	8,298	8,533
Total net assets	50,286	59,407	71,545	85,809	100,915
Total liabilities and net assets	\$ 173,252	\$ 191,253	\$ 206,867	\$ 213,873	\$ 221,758

Supplemental Disclosure

GIVENS HIGHLAND FARMS, LLC.

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

	2019	2020	2021	2022	2023
Unrestricted revenues, gains and other support:					
Amortization of entrance fees	\$ 1,503	\$ 1,492	\$ 1,568	\$ 1,506	\$ 1,447
Residential revenue	7,356	7,556	8,099	8,421	8,754
Assisted living revenue	1,929	2,026	2,127	2,233	2,344
Long-term care revenue	5,312	5,346	5,471	5,600	5,735
Residential food service revenue	1,111	1,113	1,115	1,118	1,120
Contributions and bequests	-	-	-	-	-
Net assets released from restrictions--operations	-	-	-	-	-
Other revenue	695	721	749	778	796
Investment income	93	95	98	101	105
Total unrestricted revenues, gains and other support	17,999	18,349	19,227	19,757	20,301
Expenses:					
Administration	1,465	1,508	1,557	1,602	1,649
Assisted living	606	624	642	660	679
Skilled nursing	3,767	3,876	3,989	4,105	4,224
Home care	477	491	505	520	535
Maintenance	2,041	2,109	2,225	2,289	2,356
Dining services	2,431	2,511	2,642	2,718	2,797
Housekeeping	1,025	1,062	1,138	1,171	1,205
Laundry	105	108	111	114	117
Marketing	383	395	411	423	436
Resident services	362	373	389	400	412
Utilities	688	721	783	806	829
Outreach	120	123	127	131	135
Bad debt expense	35	36	37	38	39
Management fees	895	913	956	983	1,010
Insurance	268	278	294	302	311
Depreciation	1,883	1,926	2,079	2,124	2,152
Amortization of intangible assets	1,206	1,106	-	-	-
Interest expense:					
Amortization of deferred financing costs	46	31	3	3	-
Interest-Bank Loan	558	530	529	497	465
Total expenses	18,361	18,721	18,417	18,886	19,351
Operating income	\$ (362)	\$ (372)	\$ 810	\$ 871	\$ 950
Change in net deficit without donor restrictions	\$ (362)	\$ (372)	\$ 810	\$ 871	\$ 950

Supplemental Disclosure

GIVENS HIGHLAND FARMS, LLC.

Projected Statements of Operations and Changes in Net Deficits
For Each of the Five Years Ending December 31,
(in thousands of dollars)

	2019	2020	2021	2022	2023
Net deficit without donor restrictions					
Operating income	\$ (362)	\$ (372)	\$ 810	\$ 871	\$ 950
Change in net deficit without donor restrictions	(362)	(372)	810	871	950
Net assets with donor restrictions:					
Contributions	-	-	-	-	-
Net assets released from restrictions	-	-	-	-	-
Change in net assets with donor restrictions	-	-	-	-	-
Change in net deficit	\$ (362)	\$ (372)	\$ 810	\$ 871	\$ 950
Net deficit, beginning of year	\$ (12,772)	\$ (13,134)	\$ (13,506)	\$ (12,696)	\$ (11,825)
Net deficit, end of year	\$ (13,134)	\$ (13,506)	\$ (12,696)	\$ (11,825)	\$ (10,875)

Supplemental Disclosure

GIVENS HIGHLAND FARMS, LLC.

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

	2019	2020	2021	2022	2023
Cash flows from operating activities:					
Change in net deficit	\$ (362)	\$ (372)	\$ 810	\$ 871	\$ 950
Adjustments to reconcile net income to net cash provided by operating activities:					
Amortization of entrance fees	(1,503)	(1,492)	(1,568)	(1,506)	(1,447)
Depreciation	1,883	1,926	2,079	2,124	2,152
Amortization of intangible assets	1,206	1,106	-	-	-
Amortization of deferred financing costs	46	31	3	3	-
Bad debt expense	35	36	37	38	39
Proceeds from entrance fees - routine turnover, non-refundable portion	2,103	1,844	1,844	1,844	1,844
Net change in working capital:					
Change in receivables and prepaid expenses	(141)	(76)	(104)	(91)	(85)
Change in accounts payable, other accrued liabilities, and payroll accruals	(1,246)	25	41	24	27
Net cash provided by operating activities	2,021	3,028	3,142	3,307	3,480
Cash flows from investing activities:					
Capital additions	(5,250)	(5,201)	(750)	(750)	(750)
Change in investments	(3,346)	(120)	(535)	(696)	(877)
Change in assets limited as to use - operating reserve	(96)	(170)	(106)	(110)	(102)
Net cash provided (used) by investing activities	(8,692)	(5,491)	(1,391)	(1,556)	(1,729)
Cash flows from financing activities:					
Proceeds from entrance fees - routine turnover, refundable portion	526	461	461	461	461
Proceeds from initial entrance fees-Meadowmont	2,400	-	-	-	-
Proceeds from initial entrance fees-Cottages	935	8,414	-	-	-
Financing Costs incurred	(70)	-	-	-	-
Payment of refundable entrance fees	(1,505)	(1,505)	(1,505)	(1,505)	(1,505)
Principal payments-Bank Loan	(707)	(707)	(707)	(707)	(707)
Principal payments-Cottages Note Payable	-	(8,651)	-	-	-
Proceeds from Cottages Note Payable	4,200	4,451	-	-	-
Net cash provided (used) by financing activities	5,779	2,463	(1,751)	(1,751)	(1,751)
Change in cash and cash equivalents	(892)	-	-	-	-
Cash and cash equivalents, beginning of year	1,642	750	750	750	750
Cash and cash equivalents, end of year	750	750	750	750	750

Supplemental Disclosure

GIVENS HIGHLAND FARMS, LLC.

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

	2019	2020	2021	2022	2023
<u>Assets</u>					
Current assets:					
Cash and cash equivalents	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
Assets limited as to use, current portion	8	8	8	8	8
Accounts receivable, net	680	695	731	757	784
Other receivables	508	527	548	569	582
Prepaid expenses and inventory	201	207	217	223	229
Total current assets	2,147	2,187	2,254	2,307	2,353
Non-current assets:					
Property and equipment	48,453	53,654	54,404	55,154	55,904
Less: accumulated depreciation	(10,110)	(12,036)	(14,115)	(16,239)	(18,391)
Property and equipment, net	38,343	41,618	40,289	38,915	37,513
Intangible assets	7,021	5,915	5,915	5,915	5,915
Assets limited as to use	244	244	244	244	244
Investments	2,563	2,683	3,218	3,914	4,791
Statutory Operating Reserve Fund	4,091	4,261	4,367	4,477	4,579
Total assets	\$ 54,409	\$ 56,908	\$ 56,287	\$ 55,772	\$ 55,395
<u>Liabilities and Net Deficit</u>					
Current liabilities:					
Accounts payable and other accrued liabilities	884	912	953	980	1,009
Interest payable	46	43	43	40	38
Agency funds	8	8	8	8	8
Resident refunds payable	1,238	1,238	1,238	1,238	1,238
Bank Loan, current portion	707	707	707	707	707
Total current liabilities	2,883	2,908	2,949	2,973	3,000
Long-term liabilities:					
Bank Loan, net of current portion	12,110	11,403	10,696	9,989	9,281
Deferred financing costs	(38)	(7)	(4)	(1)	-
Cottages Note Payable	4,200	-	-	-	-
Due To Givens Estates	4,678	4,678	4,678	4,678	4,678
Refundable entrance fees, net of current portion	30,318	37,688	36,644	35,600	34,556
Deferred revenue from entrance fees	13,180	13,532	13,808	14,146	14,543
Advance admission deposits	212	212	212	212	212
Total liabilities	67,543	70,414	68,983	67,597	66,270
Net deficit					
Without donor restrictions	(13,378)	(13,750)	(12,940)	(12,069)	(11,119)
With donor restrictions	244	244	244	244	244
Total net deficit	(13,134)	(13,506)	(12,696)	(11,825)	(10,875)
Total liabilities and net deficit	\$ 54,409	\$ 56,908	\$ 56,287	\$ 55,772	\$ 55,395

Supplemental Disclosure

GIVENS GERBER PARK II, LLC.

Projected Statements of Operations and Changes in Net Deficits For Each of the Five Years Ending December 31, (in thousands of dollars)

	2019	2020	2021	2022	2023
Unrestricted revenues, gains and other support:					
Amortization of entrance fees	\$ -	\$ -	\$ -	\$ -	\$ -
Residential revenue	1,727	1,779	1,832	1,887	1,944
Other revenue	4	4	4	4	4
Investment income	-	-	-	-	-
Total unrestricted revenues, gains and other support	1,731	1,783	1,836	1,891	1,948
Expenses:					
Administration	203	209	215	221	228
Maintenance	82	84	87	90	93
Dining services	228	235	242	249	256
Housekeeping	15	15	15	15	15
Marketing	78	80	82	84	87
Residential	67	69	71	73	75
Utilities	157	162	167	172	177
Bad debt expense	3	3	3	3	3
Management fees	131	139	143	147	151
Insurance	33	34	35	36	37
Depreciation	330	333	336	339	343
Amortization deferred financing costs	2	2	2	2	2
Gerber Bank Loan interest	326	274	262	249	236
Total expenses	1,655	1,639	1,660	1,680	1,703
Operating income	76	144	176	211	245
Net assets without donor restrictions					
Operating income	\$ 76	\$ 144	\$ 176	\$ 211	\$ 245
Change in net assets without donor restrictions	76	144	176	211	245
Net assets with donor restrictions					
Contributions	-	-	-	-	-
Net assets released from restrictions-operating	-	-	-	-	-
Change in net assets with donor restrictions	-	-	-	-	-
Change in net assets	\$ 76	\$ 144	\$ 176	\$ 211	\$ 245
Net assets, beginning of year	\$ 4,495	\$ 4,571	\$ 4,715	\$ 4,890	\$ 5,100
Net assets, end of year	\$ 4,571	\$ 4,715	\$ 4,890	\$ 5,100	\$ 5,345

Supplemental Disclosure

GIVENS GERBER PARK II, LLC.

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

	2019	2020	2021	2022	2023
Cash flows from operating activities:					
Change in net assets	\$ 76	\$ 144	\$ 176	\$ 211	\$ 245
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation	330	333	336	339	343
Amortization of deferred financing costs	2	2	2	2	2
Net change in working capital:					
Change in receivables and prepaid expenses	89	(1)	(2)	(2)	(2)
Change in accounts payable, other accrued liabilities, and payroll accruals	(211)	1	1	1	1
Net cash provided by operating activities	286	479	513	551	589
Cash flows from investing activities:					
Capital additions	(30)	(31)	(31)	(32)	(32)
Net cash used by investing activities	(30)	(31)	(31)	(32)	(32)
Cash flows from financing activities:					
Principal payments-Gerber Bank Loan	(328)	(328)	(328)	(328)	(328)
Net cash used by financing activities	(328)	(328)	(328)	(328)	(328)
Change in cash and cash equivalents	(72)	120	154	191	229
Cash and cash equivalents, beginning of year	134	62	182	336	527
Cash and cash equivalents, end of year	\$ 62	\$ 182	\$ 336	\$ 527	\$ 756

Supplemental Disclosure

GIVENS GERBER PARK II, LLC.

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

	2019	2020	2021	2022	2023
<u>Assets</u>					
Current assets:					
Cash and cash equivalents	\$ 62	\$ 182	\$ 336	\$ 527	\$ 756
Accounts receivable, net	62	63	65	67	69
Total current assets	124	245	401	594	825
Non-current assets:					
Property and equipment	12,100	12,131	12,162	12,194	12,226
Less: accumulated depreciation	(508)	(841)	(1,177)	(1,516)	(1,859)
Property and equipment, net	11,592	11,290	10,985	10,678	10,367
Due from Affiliate	91	91	91	91	91
Interest Rate Swap	56	56	56	56	56
Total assets	\$ 11,863	\$ 11,682	\$ 11,533	\$ 11,419	\$ 11,339
<u>Liabilities and Net Deficit</u>					
Current liabilities:					
Accounts payable and other accrued liabilities	28	30	31	33	34
Gerber Bank Loan, current portion	328	328	328	328	328
Total current liabilities	356	358	359	361	362
Long-term liabilities:					
Gerber Bank Loan, less current portion	6,903	6,577	6,251	5,925	5,599
Deferred revenue from entrance fees	33	33	33	33	33
Total liabilities	7,292	6,968	6,643	6,319	5,994
Net assets					
Without donor restrictions	4,571	4,714	4,890	5,100	5,345
With donor restrictions	-	-	-	-	-
Total net assets	4,571	4,714	4,890	5,100	5,345
Total liabilities and net assets	\$ 11,863	\$ 11,682	\$ 11,533	\$ 11,419	\$ 11,339

Supplemental Disclosure

LIFE MINISTRIES OUTREACH, LLC.

Projected Statements of Operations and Changes in Net Deficits
For Each of the Five Years Ending December 31,
(in thousands of dollars)

	2019	2020	2021	2022	2023
Unrestricted revenues, gains and other support:					
Amortization of entrance fees	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions and bequests	92	95	98	101	104
Net assets released from restrictions--operations	-	-	-	-	-
Total unrestricted revenues, gains and other support	92	95	98	101	104
Expenses:					
Outreach	264	272	280	288	297
Total expenses	264	272	280	288	297
Operating income	\$ (172)	\$ (177)	\$ (182)	\$ (187)	\$ (193)
Change in net deficit without donor restrictions	\$ (172)	\$ (177)	\$ (182)	\$ (187)	\$ (193)
Net assets with donor restrictions					
Life Ministries income	-	-	-	-	-
Net assets released from restrictions--operating	-	-	-	-	-
Change in net assets with donor restrictions	-	-	-	-	-
Change in net deficit	\$ (172)	\$ (177)	\$ (182)	\$ (187)	\$ (193)
Net deficit, beginning of year	\$ (894)	\$ (1,066)	\$ (1,243)	\$ (1,425)	\$ (1,612)
Net deficit, end of year	\$ (1,066)	\$ (1,243)	\$ (1,425)	\$ (1,612)	\$ (1,805)

Supplemental Disclosure

LIFE MINISTRIES OUTREACH, LLC.

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

	2019	2020	2021	2022	2023
Cash flows from operating activities:					
Change in net deficit	\$ (172)	\$ (177)	\$ (182)	\$ (187)	\$ (193)
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation	-	-	-	-	-
Net change in working capital:					
Change in receivables and prepaid expenses	-	-	-	-	-
Change in accounts payable, other accrued liabilities, and payroll accruals	2	1	1	1	1
Net cash used by operating activities	(170)	(176)	(181)	(186)	(192)
Cash flows from investing activities:					
Change in due to Givens Estates	172	177	182	187	193
Change in resident deposits	-	-	-	-	-
Net cash provided by investing activities	172	177	182	187	193
Cash flows from financing activities:					
Net cash provided (used) by financing activities	-	-	-	-	-
Change in cash and cash equivalents	2	1	1	1	1
Cash and cash equivalents, beginning of year	37	39	40	41	42
Cash and cash equivalents, end of year	\$ 39	\$ 40	\$ 41	\$ 42	\$ 43

Supplemental Disclosure

LIFE MINISTRIES OUTREACH, LLC.

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

	2019	2020	2021	2022	2023
<u>Assets</u>					
Current assets:					
Cash and cash equivalents	\$ 39	\$ 40	\$ 41	\$ 42	\$ 43
Other receivables	1	1	1	1	1
Total current assets	40	41	42	43	44
Non-current assets:					
Property and equipment	-	-	-	-	-
Less: accumulated depreciation	-	-	-	-	-
Property and equipment, net	-	-	-	-	-
Due from affiliate	121	121	121	121	121
Total assets	\$ 161	\$ 162	\$ 163	\$ 164	\$ 165
<u>Liabilities and Net Deficit</u>					
Current liabilities:					
Accounts payable and other accrued liabilities	29	30	31	32	33
Total current liabilities	29	30	31	32	33
Long-term liabilities:					
Due To Givens Estates	1,198	1,375	1,557	1,744	1,937
Refundable entrance fees, net of current portion	-	-	-	-	-
Deferred revenue from entrance fees	-	-	-	-	-
Total liabilities	1,227	1,405	1,588	1,776	1,970
Net deficit					
Without donor restrictions	(1,066)	(1,243)	(1,425)	(1,612)	(1,805)
With donor restrictions	-	-	-	-	-
Total net deficit	(1,066)	(1,243)	(1,425)	(1,612)	(1,805)
Total liabilities and net deficit	\$ 161	\$ 162	\$ 163	\$ 164	\$ 165

Supplemental Disclosure

Attachment 7

Givens Highland Farms
Comparison of 2018 Audited Financial Statements to the 2018 Forecast
Statement of Operations
December 31, 2018

	2018 Audited	2018 Forecast	Variance	%	
Unrestricted revenues, gains and other support:					
Amortization of entrance fees	\$ 1,519,649	\$ 1,013,000	\$ 506,649	50%	1
Residential revenue	6,661,950	6,801,000	(139,050)	-2%	
Assisted living revenue	1,841,464	1,938,000	(96,536)	-5%	
Long-term care revenue	5,273,060	5,055,000	218,060	4%	
Other revenue	1,739,749	1,624,000	115,749	7%	
Investment income	102,623	92,000	10,623	12%	
Total unrestricted revenues, gains and other support	17,138,495	16,523,000	615,495	4%	
Expenses:					
Administration	1,603,120	1,604,000	(880)	0%	
Assisted living	593,741	725,000	(131,259)	-18%	
Long-term care	3,761,470	3,481,000	280,470	8%	2
Home care	558,261	465,000	93,261	20%	
Maintenance	1,996,236	2,068,000	(71,764)	-3%	
Dining services	2,470,312	2,529,000	(58,688)	-2%	
Housekeeping	950,801	1,031,000	(80,199)	-8%	
Laundry	184,050	63,000	121,050	192%	
Marketing	363,444	341,000	22,444	7%	
Resident services	145,981	169,000	(23,019)	-14%	
Utilities	563,161	569,000	(5,839)	-1%	
Outreach	137,109	120,000	17,109	14%	
Bad debt expense	77,577	35,000	42,577	122%	
Management fees	850,917	822,000	28,917	4%	
Insurance	239,944	240,000	(56)	0%	
Depreciation	1,628,389	1,615,000	13,389	1%	
Interest	518,199	467,000	51,199	11%	
Amortization	1,225,326	1,231,000	(5,674)	0%	
Total expenses	17,868,038	17,575,000	293,038	2%	
Operating income (loss)	(729,543)	(1,052,000)	322,457	-31%	
Non-operating income (expense)					
Unrealized gains (losses) on investments	(389,778)	-	(389,778)	N/A	3
Total non-operating income (expense)	(389,778)	-	(389,778)	N/A	
Change in unrestricted net assets	(1,119,321)	(1,052,000)	(67,321)	6%	
Temporarily restricted net assets:					
Contributions	90,694	-	90,694	N/A	
Net assets released from restrictions	(13,015)	-	(13,015)	N/A	
Change in temporarily restricted net assets	77,679	-	77,679	N/A	
Change in net assets	\$ (1,041,642)	\$ (1,052,000)	\$ 10,358	-1%	

Givens Highland Farms
Balance Sheet
Comparison of 2018 Audited Financial Statements to the 2018 Forecast
December 31, 2018

	2018 Audited	2018 Forecast	Variance	%	
<u>Assets</u>					
Current assets:					
Cash and cash equivalents	\$ 1,643,175	\$ 750,000	\$ 893,175	119%	4
Assets limited as to use, current	7,940	8,000	(60)	-1%	
Accounts receivable, net	1,099,124	1,377,000	(277,876)	-20%	
Prepaid expenses and inventory	184,849	117,000	67,849	58%	
Total current assets	2,935,088	2,252,000	683,088	30%	
Non-current assets:					
Property and equipment, net	34,974,529	35,192,000	(217,471)	-1%	
Intangible assets	8,227,243	8,227,000	243	0%	
Assets limited as to use	244,353	167,000	77,353	46%	
Investments	(783,376)	2,462,000	(3,245,376)	-132%	4
Statutory operating reserve fund	3,995,000	4,039,000	(44,000)	-1%	4
Deferred costs, net	376,438	388,000	(11,562)	N/A	
Total noncurrent assets	47,034,187	50,475,000	(3,440,813)	-7%	
Total assets	\$ 49,969,275	\$ 52,727,000	\$ (2,757,725)	-5%	
<u>Liabilities and net assets</u>					
Current liabilities:					
Accounts payable and other accrued liabilities	\$ 2,184,092	\$ 1,410,000	\$ 774,092	55%	5
Resident deposits	211,784	123,000	88,784	72%	
Note payable, current portion	707,268	707,000	268	0%	
Refundable entrance fees, current portion	1,238,000	1,107,000	131,000	12%	6
Total current liabilities	4,341,144	3,347,000	994,144	30%	
Long-term liabilities:					
Note payable, net of current portion	12,802,501	12,803,000	(499)	0%	
Due to Givens Estates	4,678,125	4,506,000	172,125	4%	
Refundable entrance fees, net of current portion	27,962,186	31,647,000	(3,684,814)	-12%	6
Deferred revenue from entrance fees	12,579,533	12,829,000	(249,467)	-2%	
Total long-term liabilities	58,022,345	61,785,000	(3,762,655)	-6%	
Net Assets	(12,394,214)	(12,405,000)	10,786	0%	
Total Liabilities & Net Assets	\$ 49,969,275	\$ 52,727,000	\$ (2,757,725)	-5%	

Givens Highland Farms
Statement of Cash Flows
Comparison of 2018 Audited Financial Statements to the 2018 Forecast
December 31, 2018

	2018 Audited	2018 Forecast	Variance	%	
Cash flows from operating activities:					
Change in net assets	\$ (1,041,642)	\$ (1,052,000)	\$ 10,358	-1%	
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation and amortization	2,916,922	2,910,000	6,922	0%	
Unrealized (gain) losses on investments	371,155	-	371,155	N/A	
Proceeds from entrance fees	2,492,734	1,453,000	1,039,734	72%	7
Proceeds from entrance fees - initial units	-	4,326,000	(4,326,000)	-100%	8
Amortization of entrance fees	(1,519,649)	(1,013,000)	(506,649)	50%	9
Bad Debts	77,577	35,000	42,577	122%	
Net change in working capital:					
Change in receivables and prepaid expenses	35,574	(133,000)	168,574	-127%	
Change in accounts payable, other accrued liabilities, and payroll accruals	25,710	(1,246,000)	1,271,710	-102%	10
Net cash provided by operating activities	3,358,381	5,280,000	(1,921,619)	-36%	
Cash flows from investing activities:					
Property and equipment purchases					
Capital additions	(8,957,014)	(8,613,000)	(344,014)	4%	
Change in due to/from affiliates	171,872	-	171,872	#DIV/0!	
Marketing costs incurred	(81,198)	(100,000)	18,802	N/A	
Change in investments and statutory operating reserve	(145,110)	(2,985,000)	2,839,890	-95%	11
Net cash provided (used) by investing activities	(9,011,450)	(11,698,000)	2,686,550	-23%	
Cash flows from financing activities:					
Refundable portion of entrance fees received	496,280	1,453,000	(956,720)	-66%	7
Payment of refundable fees	(2,055,640)	(1,305,000)	(750,640)	58%	7
Principal payments of long-term debt	(10,654,694)	(13,782,000)	3,127,306	-23%	12
Proceeds from debt	3,236,585	6,364,000	(3,127,415)	-49%	12
Entrance fees received from initial units	13,502,410	11,667,000	1,835,410	16%	8
Net cash provided (used) by financing activities	4,524,941	4,397,000	(109)	0%	
Change in cash and cash equivalents	(1,128,128)	(2,021,000)	892,872	-44%	
Cash and cash equivalents, beginning of year	2,771,303	2,771,000	303	0%	
Cash and cash equivalents, end of year	\$ 1,643,175	\$ 750,000	\$ 893,175	119%	

Notes to Comparison of 2018 Audited Financial Statements to 2018 Forecast

For the Statement of Operations any variances greater than 5% and \$245,000 (.5% of assets) are highlighted on the comparison and explained below. For the Balance Sheet and Statement of Cash Flows, any variances greater than 5% and \$490,000 (1% of assets) are highlighted on the comparison and explained below.

Statement of Operations

1. Amortization of entrance fees – The audit was \$506,649 above the forecast. More residents are choosing lower cost, nonrefundable entrance fees which results in higher amortization.
2. Long-term care expenses – The audit was \$280,470 above the forecast. This difference is mainly due to the allocation of actual expenses being different than the budgeted allocation. This difference means that more expenses were allocated to long-term care that were originally budgeted for assisted living. The variance in the total amount of assisted living plus long-term care expenses would not yield a material variance.
3. Unrealized gain on investments – Unrealized gains and losses are unpredictable, and we really do not have any control over how the market will perform, so we do not include unrealized gains in the forecast.

Balance Sheet

4. Cash and cash equivalents, Investments and Statutory operating reserve fund - The forecast assumes that any cash in excess of \$750,000 will be invested. The operating reserve is covered by the sum of cash and cash equivalents plus investments. However, the operating reserve is shown separately on the balance sheet to show compliance with the statutes which can cause the investment line item on the balance sheet to have a negative balance. Therefore, the best way to evaluate these accounts is to review them in the aggregate. When combining the results of cash and cash equivalents, investments, and the statutory operating reserve fund, the combined total on the audit was \$2,396,201 below the forecast. There are several reasons for the variance but the most notable was that routine entrance turnover was \$667,626 under budget, and entrance fees from initial units was \$2,490,590 under budget. Both are further explained below in numbers 7 and 8 in the cash flow section.
5. Accounts payable and other accrued liabilities – The audit was \$774,092 above the forecast. The final payments for the completion of Meadowmont phases 2 and 3 were paid in 2019.
6. Refundable entrance fees – The audit was \$3,553,814 below forecast. Routine entrance turnover was \$667,626 under budget, and entrance fees from initial units was \$2,490,590 under budget and both are further explained below in the cash flow section.

Cash Flows

7. Proceeds from entrance fee, Refundable portion of entrance fees received and Payment of refundable entrance fees – The audit was \$667,626 below the forecast. Our 10-year master plan was approved in 2018 and calls for the repositioning of the campus. We vacated 11 apartments and 1 cluster home in 2018 by moving residents to other units on our campus. As such, this negatively affected the collection of new entrance fees.
8. Proceeds from entrance fees – initial units and Entrance fees received from initial unit – The audit was \$2,490,590 below forecast. The move-in of 7 Meadowmont phase 3 residents was delayed until 2019.
9. Amortization of entrance fees – The audit was \$506,649 above the forecast. More residents are choosing lower cost, nonrefundable entrance fees which results in higher amortization.
10. Change in accounts payable, other accrued liabilities and payroll accruals – The audit was \$1,271,710 above the forecast. The final payments for the completion of Meadowmont phases 2 and 3 were paid in 2019.
11. Change in investments and statutory operating reserve – The audit was \$2,839,890 below the forecast. The forecast assumes that any cash in excess of \$750,000 will be invested. There are several reasons for the variance but the most notable was that routine entrance turnover was \$667,626 under budget, and entrance fees from initial units was \$2,490,590 under budget. Both are further explained above in numbers 7 and 8.
12. Principal payments of long-term debt and Proceeds from debt – When combining the variances for these accounts together the variance was only \$109 when comparing the audit to the forecast. The variance in each account was related to the loan activity for phases 2 and 3 of Meadowmont.