

DISCLOSURE STATEMENT

May 30, 2019

THE PINES AT DAVIDSON, INC.

400 Avinger Lane
Davidson, North Carolina 28036
(704) 896-1100

Visit our website at www.thepinesatdavidson.org

Mission Statement

Provide high quality living environments and services that exceed residents' expectations.

In pursuing its mission, The Pines at Davidson will set itself apart by the following:

1. *Being ever mindful of the needs of residents.*
2. *Attracting and retaining a professional and caring staff committed to the service and well-being of residents.*
3. *Leveraging collaborative opportunities, including those with the College and the Town.*
4. *Exhibiting innovation through bold investments in technologies and facilities.*
5. *Maintaining its identity as a nonprofit community established by members and friends of Davidson College Presbyterian Church and The Trustees of Davidson College.*

IN ACCORDANCE WITH SECTION 58-64-30(a) OF THE NORTH CAROLINA GENERAL STATUTES, THIS DISCLOSURE STATEMENT MAY BE DELIVERED UP TO OCTOBER 26, 2020, IF NOT EARLIER REVISED. DELIVERY OF THIS DISCLOSURE STATEMENT TO A CONTRACTING PARTY BEFORE THE EXECUTION OF A CONTRACT FOR THE PROVISION OF CONTINUING CARE IS REQUIRED BY NORTH CAROLINA LAW. THIS DISCLOSURE STATEMENT HAS NOT BEEN REVIEWED OR APPROVED BY ANY GOVERNMENT AGENCY OR REPRESENTATIVE TO ENSURE ACCURACY OR COMPLETENESS OF THE INFORMATION SET OUT.

May 30, 2019

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THE PINES AT DAVIDSON, INC.

BEYOND EXPECTATIONS: *Shaping Our Future Together*

CORE VALUES

1. *Extraordinary level of service to residents.*
2. *Exemplary stewardship of financial and physical assets.*
3. *Kindness, compassion, respectfulness.*
4. *Honesty, integrity, transparency.*
5. *Balanced consideration of the needs of all constituents.*
6. *Stability, security, safety.*
7. *Lifelong personal learning and growth.*

CORE PURPOSE

Enhance aging with dignity and independence through empathetic, compassionate service.

VISION FOR 2026 AND BEYOND

In 10 years we must be able to look back and say:

- *Everything we do radiates The Pines' Core Values.*
- *Our Wellness and Aftercare programs allow residents to enjoy optimal health and independence.*
- *Our facilities and services are such that current and future residents see The Pines as in a class by itself.*
- *The Pines has modified its facilities and programs to enhance resource conservation and environmental sensitivity in a fiscally responsible manner.*
- *Everyone connected with The Pines is committed to the relentless pursuit of our strategic goals and clearly understands how he or she can make a difference.*
- *We have kept ahead of the curve – being proactive and approaching change as an opportunity.*
- *The charitable gifts are in place to support extraordinary facilities and the continual nurturing of residents and employees.*

STRATEGIC GOALS

1. **DELIGHTED RESIDENTS** who are The Pines' best ambassadors.
2. **HIGH QUALITY HEALTH CARE AND OTHER SERVICES.**
3. **A CARING, TALENTED AND LOYAL STAFF.**
4. **STATE-OF-THE-ART FACILITIES.**
5. **STRONG COMMUNITY RELATIONS** with Davidson College and the local communities.
6. **An INNOVATIVE CULTURE and SPIRIT OF INQUIRY** that ensures success into the future.
7. **Highly EFFECTIVE BOARD GOVERNANCE.**
8. **FINANCIAL STRENGTH**, enabling financial security and comfort for residents while attracting and retaining high performing staff.

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INTRODUCTION

The Pines at Davidson ("The Pines") is a continuing care retirement community located in Davidson, North Carolina, which offers its residents ("Residents") lifetime use of a living unit (a "Living Accommodation") and care in the Mariam Coltrane Schramm Health Center (the "Schramm Health Center") in accordance with the terms of a Residence and Care Agreement entered into by The Pines at Davidson, Inc. with each Resident (a "Residence and Care Agreement"), the current version of which is attached hereto as Appendix A-1.

The purpose of this Disclosure Statement is to make disclosures required by North Carolina law and to furnish information to prospective Residents, their families and their advisers concerning the ownership and operation of The Pines.

The Pines is currently completing a number of improvements and additions that are referred to in this Disclosure Statement as the "Expansion Project" and are described in detail below under the Section entitled "Future Improvements and Additions." Prospective Residents are encouraged to review this information in detail to learn more about the exciting changes that are coming to The Pines.

Ownership

The Pines is owned and operated by The Pines at Davidson, Inc., a nonprofit, non-stock corporation organized for charitable purposes under the laws of the State of North Carolina on February 17, 1983, to construct and operate a continuing care retirement community. The business address of The Pines at Davidson, Inc. is 400 Avinger Lane, Davidson, North Carolina 28036. The name of the corporation was changed from Davidson Retirement Community, Inc. to The Pines at Davidson, Inc., effective June 6, 2001.

The Pines at Davidson, Inc. has received a determination that it is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. As a nonprofit, non-stock corporation, The Pines at Davidson, Inc. pays no dividends, and all of its earnings, if any, are used to further the purposes of the corporation. Gifts and bequests to The Pines at Davidson, Inc. are deductible for income, gift and estate tax purposes, subject to applicable statutory limitations.

Legal Status and Operations

The Pines at Davidson, Inc. manages and operates the continuing care retirement community that operates under the name "The Pines at Davidson." The Pines may sometimes be referred to as a life plan community. The terms "continuing care retirement community" and "life plan community" are interchangeable as used by The Pines.

Under the Charter and Bylaws of The Pines at Davidson, Inc., the members of the Board of Directors of The Pines at Davidson, Inc. are elected by the Board of Directors. The Pines at Davidson, Inc. is not affiliated with any religious, charitable or other nonprofit organization. However, members and friends of Davidson College Presbyterian Church,

Davidson, North Carolina provided substantial leadership and support in the establishment of The Pines.

Accreditation

The Pines is licensed as a continuing care retirement community by the North Carolina Department of Insurance. The Pines is licensed by the North Carolina Department of Health and Human Services, Division of Facility Services, to operate 51 beds offering intermediate and skilled nursing care (the "Nursing Facility Beds") for Residents who are temporarily ill or who require long term nursing care and 30 beds to provide support services for Residents who require assistance with activities of daily living (the "Adult Care Home Beds"). The Pines has applied and been granted approval for a Certificate of Need for 24 additional Nursing Facility Beds that are included in the Expansion Project. This Disclosure Statement refers to the area of the Schramm Health Center containing the Nursing Facility Beds as the Peggy and Bill Hidell Nursing Unit or the "Hidell Nursing Unit" and the area of the Schramm Health Center containing the Adult Care Home Beds as the "Assisted Living Unit."

None of the Nursing Facility Beds or Adult Care Home Beds are certified as Medicaid or Medicare beds. The Pines obtained its Nursing Facility Beds and Adult Care Home Beds through an exemption for non-Medicare and Medicaid beds. The Pines chooses not to participate in the federal Medicare program as it concerns its skilled nursing beds because the collective benefits of participating in such program to The Pines and its Residents do not outweigh the costs of administering such program.

Medicare does not provide long term coverage for skilled nursing care. Residents desiring such coverage should purchase their own long-term care insurance. There are strict eligibility requirements, such as a qualifying three-night hospital stay and discharge to a skilled nursing bed for specific diagnoses, in order to receive benefits under the 100 maximum available days of Medicare coverage for skilled nursing care. While the maximum Medicare coverage is up to 100 days, the average stay in a typical Medicare situation is about 20 days. After day 100 the patient would be responsible for all costs. The costs of administering the program at The Pines would be substantial.

Although The Pines' Nursing Facility Beds and Adult Care Home Beds are not Medicare certified, under The Pines' Residence and Care Agreement, Residents may reside temporarily in the Schramm Health Center for up to 14 days each year with no increase in their Monthly Charge. Residents residing in the Schramm Health Center are eligible to receive Medicare benefits for certain health care treatment provided on-site at The Pines by third parties, such as licensed physical/occupational/speech therapists, physicians, podiatrists and hospice.

THE FACILITIES

Description of The Pines

The Pines provides housing and services, including health care, to people of retirement age and consists of independent living units, common facilities and health care facilities. The Pines is located on a contiguous wooded tract of approximately 142 acres at 400 Avinger Lane in Davidson, North Carolina.

A central building contains 157 residential units consisting of 7 studio apartments, 30 deluxe studio apartments, 79 one-bedroom apartments, 28 two-bedroom apartments, 10 two-bedroom suites and three two-bedroom deluxe apartments. There are 22 detached duplexes comprising 44 detached cottage units. There are also four detached apartment buildings each containing 12 villa apartments (for a total of 48 villa apartments). Chartwell (described below) is a single residential unit. There are a total of 250 residential units at The Pines. Following completion of the Expansion Project and three new single-family cottages (as described in detail below under the Section entitled "Future Improvements and Additions"), there will be a total of 291 residential units at The Pines.

The following common areas and amenities are provided: central dining room, private dining room, central kitchen, central living room, library, chapel, beauty parlor/barber shop, multi-purpose room, lobbies, lounges, terraces, porches, administration areas, craft and activity areas, branch bank office, laundry facilities, post office, resident storage areas, wellness clinic, health club and outdoor garden. The Schramm Health Center is designed to accommodate 81 Residents, with 30 private Adult Home Care Beds in the Assisted Living Unit and 51 private Nursing Facility Beds in the Hidell Nursing Unit. Following completion of the Expansion Project, the Hidell Nursing Unit will have a total of 75 Nursing Facility Beds.

The Pines operates a Warm Water Therapy Facility that includes a 24 ft. x 50 ft. warm water therapy pool, a hot water whirlpool, outdoor courtyards, locker rooms and an exercise therapy room containing exercise therapy equipment. In order to use the Warm Water Therapy Facility an individual must sign a Pool Use Agreement and agree to abide by the pool rules which require, among other things, that individuals never use the Warm Water Therapy Facility alone (a copy of the Pool Use Agreement is attached as Appendix D). Only individuals 18 and over may use the Warm Water Therapy Facility. Residents who have completed the Pool Use Agreement are issued a card key which unlocks the locker room door. The Pines also maintains four passes, which Residents may use at no extra charge, to the local YMCA which features indoor and outdoor pools, weight room, water front facilities and basketball and tennis courts.

The following table summarizes the type, number and size of the current residential units:

<u>Unit Type/ Description</u>	<u># of Units</u>	<u>Approximate Heated Square Feet</u>
<u>Existing Living Accommodations</u>		
Studio	7	418
Deluxe Studio	30	527
1 Bedroom	79	722
2 Bedroom	28	975
2 Bedroom Suite	10	1,140
2 Bedroom Deluxe	3	1,249
Cottage	4	1,200
Large Cottage	2	1,440
Large Cottage with Sun Room	38	1,565
2 Bedroom Villa (Plan A)	24	1,429
2 Bedroom Deluxe Villa (Plan B)	8	1,619
2 Bedroom with Den Villa (Plan C)	8	1,809
2 Bedroom with Den Deluxe Villa (Plan D)	8	1,870
<u>Chartwell</u>	1	
Total Existing Living Accommodations	250	
<u>Future Living Accommodations</u>		
Large Cottage with Sunroom/Study and Garage ^(E)	3	1,656
1 Bedroom Deluxe Villa with Sunroom/Study (1.5 Bath) (Green) ^(G)	6	1,164
2 Bedroom Villa with Porch or Balcony (2 Bath) (Blue) ^(G)	2	1,515
2 Bedroom Villa with Sunroom/Study (2 Bath) (Red) ^(G)	14	1,667
2 Bedroom Villa with Sunroom/Study and Balcony (2 Bath) (Yellow) ^(G)	16	1,681
Total Future Living Accommodations	41	
Total Existing and Future Living Accommodations	<u>291</u>	

Location and Physical Property

The Pines' main campus is located on a 52-acre wooded tract (the "campus") on Avinger Lane in Davidson, North Carolina. The central facilities include residential apartments, the Schramm Health Center and the William H. and Nancy Grey Jetton Community Center (the "Jetton Community Center"). Walkways connect the central facilities to the Living Accommodations clustered nearby.

In addition to the campus, The Pines owns approximately 59 acres of adjoining, wooded land that it is holding as investment property and 31 additional acres at 200 Avinger Lane, which contain a two-story residence (including basement) that is known as the Chartwell residence (“Chartwell”). Chartwell includes a detached two-story garage and apartment, driveway and tennis courts. The Pines’ plans for the approximately 59 acres of land held as an investment property is uncertain at this time.

Estimated Number of Residents

It is estimated that the total number of Residents who may be provided services at a given time under Residence and Care Agreements at The Pines is currently 421 and following completion of the Expansion Project will be 501. This estimate is based on the assumption that there is full occupancy of all of the Living Accommodations described above, that 36% of the residential units are occupied by two persons and that all of the beds in the Schramm Health Center are occupied (81 prior to completion of the Expansion Project and 105 after the completion of the Expansion Project).

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LEADERSHIP

Board of Directors

The Board of Directors of The Pines at Davidson, Inc. is composed of twenty-four persons made up of citizens of nearby communities, business executives, church officials and qualified professionals with experience in various fields. Directors serve staggered terms of three years or until their successors are duly elected and qualified. In addition, two individuals named below serve as Ex-officio Directors with no definite term. The names of the current members and officers of the Board of Directors of The Pines at Davidson, Inc., a synopsis of their principal business and civic affiliations and the expiration of their terms (in parenthesis at the end of each synopsis) are as follows. There are frequently directors who have relatives who reside at The Pines.

Barbara I. Neidinger – Chair and Director. Mrs. Neidinger's contact address is 400 Avinger Lane, Davidson, NC 28036. Mrs. Neidinger recently retired from Ernst & Young, where she was employed for the past 35 years, more than half of those years as Tax Executive Director. She has a Bachelor of Arts degree from Trinity University and a Masters of Professional Accountancy from the University of Texas at Austin. Mrs. Neidinger is a member of First Presbyterian Church in Charlotte where she has served as an Elder, Deacon, Treasurer, Chairperson of the Christian Education Committee, Adult Sunday School Class Leader and the Executive Agent of the Sessional Investment Funds. She is a past president of the North Carolina World Trade Association and has served on the Board of the Presbyterian Psychological Services. She currently serves on the Board of the Girl Scouts Hornets' Nest Council, as Treasurer and Chair of the Finance Committee and as past-Chair of the Audit Committee. Mrs. Neidinger is a member of the American Institute of Certified Public Accountants and the North Carolina Association of Certified Public Accountants. (2021)

Harrison L. Marshall, Jr. – Vice Chair, Secretary and Director. Mr. Marshall's contact address is 400 Avinger Lane, Davidson, NC 28036. Mr. Marshall practices corporate law, including representing large corporations, emerging growth companies and private equity funds in merger and acquisition transactions. He also represents several colleges, universities and non-profit entities with regard to corporate governance and other legal matters. Mr. Marshall has served on the Board of Partners for McGuireWoods and is currently chair of the firm's Finance Committee. Prior to entering private practice, Mr. Marshall served as captain of the JAG Corps in the U.S Army. He was an Elliott Cheatham Scholar at Vanderbilt University Law School and a Samuel Bell Scholar at Davidson College. He attends Providence Baptist Church in Charlotte, NC. The law firm of which Mr. Marshall is a partner serves as legal counsel to The Pines. It is anticipated that such firm will provide legal services to The Pines, but the extent and cost of such services cannot be presently estimated. (2021)

James E. Harris, Jr. (Jay) – Treasurer and Director. Mr. Harris' contact address is 400 Avinger Lane, Davidson, NC 28036. He is a Managing Director in the Mergers & Acquisitions Group at Wells Fargo Securities, LLC, where he has been employed for the past 18 years. Before joining Wells Fargo Securities, Mr. Harris worked in the Industrials M&A

Group for JP Morgan Securities and, prior to business school, he worked at James E. Harris Construction Company, a family-owned business based in Huntersville, NC. Mr. Harris received a B.A. in History from Davidson College, and an MBA, with honors, from the Booth School of Business at the University of Chicago, where he was a Peter May Scholar. Mr. Harris is a member of Davidson College Presbyterian Church, where he has served as an Elder, Chairman of the Planning Committee and a Sunday school teacher for the Confirmation class. He is an Assistant Scoutmaster with Troop 58 of the Boy Scouts of America and has been actively involved in Y-Guides and Y-Princesses. Mr. Harris currently serves as Co-Chairman of the Fund for Davidson and a member of the Campaign for Davidson, and formerly served as Chairman of the Ne Ultra Society for Davidson College. (2021)

Thomas A. Batchelor, M.D. – Director. Dr. Batchelor's contact address is 400 Avinger Lane, Davidson, NC 28036. Dr. Batchelor has a board certification in internal medicine and practices in Huntersville with North Charlotte Medical Specialists, where he also serves as the practice's Medical Director. He is affiliated with Atrium Health (formerly Carolinas Healthcare System). Dr. Batchelor graduated from the University of Virginia at Charlottesville, VA ("UVA") with a Bachelor of Arts in Religious Studies in 1990. He obtained his medical degree from UVA in 1994 and completed his residency at Emory University in 1997, serving as Chief Resident in Internal Medicine there from 1997 to 1998. Dr. Batchelor has also served as Medical Director for the internal medicine division at the Center for Advanced Practice with Carolinas Healthcare System (2013-2015) and for the Lake Norman YMCA (2008-2015). (2019)

Amy Bezanson – Director. Mrs. Bezanson's contact address is 400 Avinger Lane, Davidson, NC 28036. Mrs. Bezanson has served as Director of Development with Crescent Communities since early 2016 with a focus on the design of mixed-use retail, office, and industrial developments, creating unparalleled places that enhance the way people live, work, and play. Her diverse project experience spans 16 years and includes over 4,000,000 built square feet and 8,000,000 planned square feet. Prior to joining Crescent, she was the Associate Director of Design at MSTSD in Atlanta, GA, where she led office, retail, mixed use, entertainment, and institutional projects, as well as master planning for urban and suburban projects. Mrs. Bezanson earned a Bachelor of Science degree in Architecture with highest honors from the Georgia Institute of Technology, including City and Regional Planning certificates of minor study specializing in Urban Law and Land Development. In addition, she holds a Master of Architecture degree from Clemson University and was awarded the Henry Adams Medal. Mrs. Bezanson is a registered architect (NCARB/Georgia), a member of the American Institute of Architects (AIA), as well as a LEED Accredited Professional in Building Design + Construction. She dedicates time to Charlotte Lab School as a grant writer, guest lecturer, and STEM curriculum contributor. In addition, she leads Crescent's support of Project Scientist, an educational program created to engage and empower girls with a passion, talent, and aptitude for STEM. Mrs. Bezanson previously chaired the Art Night fundraising initiative at The Children's Circle at Myers Park United Methodist Church. She lives in Charlotte with her husband, daughter (10) and son (6). (2019)

Sarah Boehmler – Director. Mrs. Boehmler's contact address is 400 Avinger Lane, Davidson, NC 28036. Mrs. Boehmler received a B.A. from Sweet Briar College. She is a retired Executive Vice President of the American Stock Exchange. Mrs. Boehmler was Chairman of the Corporation of The Brick Presbyterian Church in New York City and a Board member of The Brick Church Day School for four years. She served on the Board of Sweet Briar College, The Board of Trustees of Davidson College and the Board of the YWCA of New York City. Mrs. Boehmler was Co-Chair of the World Service Council of The National YWCA and a member of the Third Street Music Settlement. She has served on the Advisory Board of WDAV and as a Deacon of Davidson College Presbyterian Church. She currently serves on the Board of Visitors for Davidson College. (2019)

Stephen D. Bradley, Jr. – Director. Mr. Bradley's contact address is 400 Avinger Lane, Davidson, NC 28036. Mr. Bradley is the HAL Facility and Business Manager for Carolina BioOncology Institute in Huntersville, NC. He is a member of Davidson College Presbyterian Church where he has served as an Elder, and chaired the Worship, Property, Youth and Nominating Committees. Mr. Bradley received his chemical engineering degree from North Carolina State University and MBA from the McColl School of Business at Queens University. (2021)

Janet Uhlan Crook, M.D. – Director. Dr. Crook's contact address is 400 Avinger Lane, Davidson, NC 28036. She is employed by Hospice and Palliative Care Charlotte Region where she has worked the majority of the time since 2005. Prior to this, she was an attending physician at Cabarrus Family Medicine Residency Program in Concord, NC. Dr. Crook received a B.A. in Biology from Wake Forest University where she graduated as Valedictorian of her class. She received an M.D. degree from the University of Virginia School of Medicine where she also graduated first in her class. Dr. Crook is a member of the American Academy of Hospice and Palliative Medicine, the American Academy of Family Physicians, the North Carolina Academy of Family Physicians and the North Carolina State Medical Society. She is a member of Central United Methodist Church in Concord, NC. (2021)

John Frank Fesperman II – Director. Mr. Fesperman's contact address is 400 Avinger Lane, Davidson, NC 28036. He is currently a Director of Business Development for Hendrick Automotive Group. Prior to this he was the Regional Director for Autobytel Incorporated. Mr. Fesperman graduated from the University of North Carolina at Chapel Hill in 1983. He is a member of Davidson College Presbyterian Church where he has been an Elder and has served as co-chair of the Membership Committee and Youth Committee. (2019)

Lori Gaston – Director. Ms. Gaston's contact address is 400 Avinger Lane, Davidson, NC 28036. Ms. Gaston is the Controller at Davidson College, having served in that capacity since 2010. She became Associate Controller for the College in 1991. Ms. Gaston received her B.S.B.A. in accounting from Appalachian State University in 1987 and her C.P.A. certification in 1990. Prior to Davidson, she was an auditor with the international public accounting firm of Ernst & Young and was Controller at The Methodist Home. Ms. Gaston currently serves as Treasurer, Finance Committee member and Council member for Hill's Chapel UMC, and has served as Youth Leader, Adult and Children's Sunday School

Teacher, Building Committee Chair, Worship Committee, Relay for Life Committee Chair, Confirmation Class Mentor, and Sports Ministry. She lives in Lincoln County with her husband John and has two adult sons. She works within her community through the East Lincoln High School Sports Boosters and East Lincoln Christian Ministries, and has also served on PTA Boards for elementary and middle schools. Ms. Gaston, along with her husband John, were inducted as Lifetime Sports Booster Members for East Lincoln High School in 2019. She is a member of the American Institute of Certified Public Accountants (AICPA) and the North Carolina Association of Certified Public Accountants (NCACPA). (2021)

John N. Gilbert III – Director. Mr. Gilbert’s contact address is 400 Avinger Lane, Davidson, NC 28036. He is President of Gilbert Engineering Company where he has been employed for the past 22 years. Mr. Gilbert received a B.A. in the History of Art from University of North Carolina at Chapel Hill. He has served on the City of Statesville Planning Board and the City of Statesville Board of Adjustments. He is a member of First Presbyterian Church in Statesville, NC where he has served as Elder and Treasurer. (2020)

Raymond A. Jacobson – Director. Mr. Jacobson’s contact address is 400 Avinger Lane, Davidson, NC 28036. Ray is the Chief Investment Officer at Davidson College, having served in this capacity since the summer of 2008. He oversees all aspects of the college’s endowment, which has an approximate value of \$750 million. Prior to Davidson, he served as the first investment officer for the Golden LEAF Foundation, a nonprofit established to increase economic opportunity in North Carolina’s rural and tobacco-dependent communities. Mr. Jacobson began his endowment career in 2001 as an Investment Manager at DUMAC, the investment office for Duke University. Earlier in his career, he worked at Bloomberg Financial Markets in Princeton, NJ and interned at Brown Advisory in Baltimore, MD. He received an M.B.A. from Duke University, an M.S. from Clemson University, and a B.A. from Rutgers University. He is also a Chartered Financial Analyst Charterholder and serves on the Board of the Woodlawn School. Ray lives in the town of Davidson with his wife and four children. (2020)

Edward A. Kania – Director. Mr. Kania’s contact address is 400 Avinger Lane, Davidson, NC 28036. He is Vice President for Business and Finance at Rollins College in Winter Park, FL. Prior to Rollins, Mr. Kania served at Davidson College as Vice President for Finance and Administration from 2010 to 2018 and as Controller from 1990 to 2010. He also served as Treasurer and then President of the for-profit Davidson College Development Corp. from its inception in 1992 to its dissolution in 2007. Mr. Kania received his B.S. degree in accounting from St. Joseph’s University and his C.P.A. certification in 1985. Prior to Davidson, he was an auditor with the international public accounting firm of Coopers & Lybrand and Controller of an international architectural firm. Mr. Kania has served on the boards of several not-for-profit organizations including Educational & Institutional Insurance Administrators, Inc. and the Davidson Community Players. He also serves as a presenter and moderator for professional associations, including the National Association of College and University Business Officers (NACUBO). Mr. Kania lives in Winter Park, FL with his wife Donna. Their daughter Kristina is a graduate of UNC Chapel Hill and completed her Ph.D. in Clinical Child Psychology from West Virginia University. (2019)

Robert Lutz, M.D. – Director. Dr. Lutz's contact address is 400 Avinger Lane, Davidson, NC 28036. Dr. Lutz is board certified in Sports Medicine and Emergency Medicine, serves as team physician for the Davidson College Wildcats and has a Sports Medicine practice in Davidson that is affiliated with Atrium Health. He graduated from Davidson College, attended medical school at the Uniformed Services University of the Health Sciences, completed a residency at Madigan Army Medical Center and a fellowship at Duke University. Dr. Lutz spent the majority of his military medical career serving with Special Forces where he served in command roles including Commander of the Jt. Special Operations Medical augmentation unit, Commander of the Special Warfare Medical Group and Commander for the 1st Special Forces Operational Detachment – Delta. Dr. Lutz is married. (2021)

Robert (Rob) Marcus – Director. Mr. Marcus' contact address is 400 Avinger Lane, Davidson, NC 28036. Mr. Marcus is an experienced attorney with a diverse litigation practice in the areas of business litigation, general commercial litigation and class action defense. He has litigated significant cases involving intellectual property, securities and financial disputes, insurance coverage matters, contract enforcement and class actions. Mr. Marcus has handled matters in state and federal courts across North Carolina, and he has significant experience in the North Carolina Business Court. He is a partner with the Bradley law firm which he joined in 2018. Prior to working at Bradley, Mr. Marcus was a partner with the Smith Moore Leatherwood law firm where he worked from 1993 to 2018. Mr. Marcus served as Chairman of the Management Committee for Smith Moore Leatherwood and helped establish the firm's Charlotte office. Mr. Marcus is active in a number of professional organizations, including in the Federation of Defense and Corporate Counsel. Mr. Marcus graduated from Hamilton College, cum laude (1990), and from Duke University School of Law, with honors (1993), where he received the Bidlake Award for excellence in legal research and writing. Mr. Marcus has two daughters. (2021)

Linda Need – Director. Ms. Need's contact address is 400 Avinger Lane, Davidson, NC 28036. Ms. Need is recently retired after a career in the financial services industry. She founded Linda Need Consulting, LLC in July 2016 to provide independent consulting focused on insurance, annuity and other financial product management, marketing and distribution through financial institutions. Her work experience includes serving with Wells Fargo (SVP, Managing Director, Life Insurance, March 2011-January 2016); Bank of America (SVP, Merrill Lynch Transition, 2008-2011; SVP, Division Sales Executive, Premier Banking & Investments, 2006-2008; SVP, various insurance product/sales management roles, 2002-2006); Morgan Stanley (Executive Director, National Sales Manager, Insurance & Annuities, 1998-2002); Allstate (various actuarial and sales roles, 1986-1997); Towers Watson (actuarial consulting, 1984-1986); and Northwestern Mutual (Actuarial Associate, 1978-1984). Ms. Need graduated from Williams College in 1978 with a BA in Mathematics and Economics and obtained a MS in Financial Services from The American College in 2015. She serves as an Independent Member of the Audit Committee of the Girl Scouts, Hornets' Nest Council (2005-2015) and previously served as Board Treasurer for the Girl Scouts. (2020)

Kathy L. Pilkington – Director. Ms. Pilkington's contact address is 400 Avinger Lane, Davidson, NC 28036. She is an attorney with Bringewatt & Snover PLLC which she joined

in 2012 after having practiced law with McGuireWoods LLP (formerly Helms Mulliss & Wicker, PLLC) for 23 years. Ms. Pilkington received a B.S. from University of North Carolina at Greensboro and a J.D. from University of North Carolina at Chapel Hill. Ms. Pilkington is a member of the Real Property Section of the Mecklenburg County Bar Association and a former member of the Real Property Section Council of the NC Bar Association. She is a member of the First Presbyterian Church in Concord, NC where she has served as Deacon, as Moderator of the Women of the Church and an Elder from 2010-2013. She was recently elected to serve as Elder for a term commencing in 2019. She currently serves as Secretary of the board of Memorial Garden Association, to which she was elected by the Session of First Presbyterian Church of Concord. The law firm of which Ms. Pilkington is a partner serves as legal counsel to The Pines. It is anticipated that such firm will provide legal services to The Pines of an aggregate value of more than \$500 for the calendar year but the extent and cost of such services cannot presently be estimated. (2020)

Carranza Pryor – Director. Mr. Pryor's contact address is 400 Avinger Lane, Davidson, NC 28036. He is the Associate General Counsel and Director, Litigation at TIAA-CREF. Prior to working with TIAA-CREF, he worked in private practice with two different law firms and served as Law Clerk in the United States District Court for the Northern District of Alabama. Mr. Pryor serves on the Board of Directors of the Urban League of Central Carolinas. He received his undergraduate degree from Harvard University in 1991 and his law degree from Yale Law School in 1994. He is active in Davidson Community Players and is a member of Davidson College Presbyterian Church, Davidson, NC. (2020)

J. Lewis Sigmon, Jr., M.D. – Director. Dr. Sigmon's contact address is 400 Avinger Lane, Davidson, NC 28036. He earned a degree in Chemistry from the University of North Carolina at Chapel Hill and a medical degree from the University of North Carolina School of Medicine at Chapel Hill. Dr. Sigmon is a retired family physician. During his career, he was in private practice in the North Carolina mountains. He also served in several key academic roles with Carolinas HealthCare System, including Director of the Family Practice Residency Program and Chairman of the Department of Family Practice at Carolinas Medical Center. He is professor emeritus in the Department of Family Medicine at the University of North Carolina School of Medicine. He served as a board member of the American Board of Family Medicine as well as its supporting foundation. He was elected a Fellow with the American Academy of Family Physicians and is a Diplomate of the American Board of Family Medicine. He is a lifetime member of the Mecklenburg County Medical Society, the North Carolina Academy of Family Physicians, the American Academy of Family Physicians, the North Carolina Medical Society, the American Medical Association and several other professional societies. He has a long list of publications, presentations and honors, including several teaching awards. In 2005 he was awarded the UNC School of Medicine's Distinguished Service Award. He is a member of Grace Lutheran Church, Boone, NC. (2019)

Joseph L. Trask, M.D. – Director. Dr. Trask's contact address is 400 Avinger Lane, Davidson, NC 28036. After practicing cardiology in Myrtle Beach for 23 years, Dr. Trask moved to Davidson in 2012 and began practicing in this area. He is affiliated with Novant Health. Dr. Trask graduated from Davidson College (1979). He obtained his medical degree from the Medical University of South Carolina (1983). Dr. Trask completed his residency at

the University of Alabama at Birmingham (1986) and his fellowship at the Medical University of South Carolina (1988). He has board certifications in internal medicine and cardiovascular disease. He is Board Certified in Nuclear Cardiology. He is married to Sally Trask and they have two adult children, Rebecca (Davidson Class of 2008), who is a CPA in Charlotte, and Lake (Davidson Class of 2011), who has just completed his Ph.D. in mathematics at N.C. State University. (2019)

Mayleng S. Watson – Director. Ms. Watson's contact address is 400 Avinger Lane, Davidson, NC 28036. She was a commercial real estate attorney with McGuireWoods and its predecessor firms for 17 years. She received a B.A. from Wofford College, graduating summa cum laude and Phi Beta Kappa. Ms. Watson obtained her J.D. from the University of North Carolina School of Law where she graduated with honors. She is a member of Myers Park United Methodist Church in Charlotte, NC, where she has served on the Board of Trustees and taught Sunday school. She has chaired multiple committees of the Selwyn Elementary School PTA. (2020)

Carol E. Quillen – Ex-Officio Director. Dr. Quillen's contact address is 400 Avinger Lane, Davidson, NC 28036. She is the President of Davidson College, having joined the Davidson College community on August 1, 2011 as the 18th President of the College. After completing her undergraduate work at the University of Chicago, Dr. Quillen earned her Ph.D. in European History from Princeton University. Dr. Quillen came to Davidson from Rice University in Houston, TX, where she served most recently as vice president for international and interdisciplinary initiatives. She formerly served as a member of the history faculty at Rice University from 1989 to 2011.

Beth Younce – Director. Ms. Younce's contact address is 400 Avinger Lane, Davidson, NC 28036. Ms. Younce has been a Partner with the firm Younce & Co., P.A. since 1998. She is a founding member of her firm with over two decades of experience as a Certified Public Accountant helping clients with accounting, tax and business planning solutions. She is a member of the American Institute of Certified Public Accountants and the NC Association of Certified Public Accountants. Ms. Younce graduated with a Bachelor of Arts (B.A.) degree in English from Vanderbilt University in 1980 and studied accounting at Georgia State University. Her community involvement includes the roles of Finance Committee member at First Presbyterian Church and Treasurer at the Old Courthouse Theater. Some of her former community activities include Deacon at First Presbyterian Church, Secretary of First Presbyterian Church Foundation, President and Treasurer of Beverly Hills PTO, Treasurer of Concord Middle School PTSO, Chair of the Public and Community Relations Committee for the NCACPA, Treasurer for Presbyterian Women, President Wake County Estate Planning Council, and Treasurer Carolina Ballet Theatre. She has two daughters; Sarah, who is a recent graduate of East Carolina University, and Anna, who is a sophomore at University of North Carolina- Charlotte. Ms. Younce is a member of First Presbyterian Church in Concord, NC. (2020)

None of the members of the Board of Directors of The Pines is an employee of The Pines.

Management Staff

The following is a list of the officers and members of The Pines' management staff and a synopsis of their relevant background and experience:

Steven H. Jewell – President and Executive Director. Mr. Jewell has served as the President and Executive Director of The Pines since July 2015. In this role, Mr. Jewell oversees operations of The Pines. Mr. Jewell has more than 27 years of management experience in the retirement community industry. Prior to The Pines, Mr. Jewell was the Executive Director of Park Pointe Village in Rock Hill, SC. Park Pointe is an affiliate of ACTS Retirement-Life Communities, Inc., which has an investment grade rating from Fitch Ratings. Mr. Jewell also previously served as Executive Director of Kendal at Lexington, a continuing care retirement community in Virginia, from 1999-2012. At Kendal at Lexington, he oversaw the successful opening of the community and led subsequent expansion efforts, including a capital campaign. Mr. Jewell was the Administrator for Health Services at Westminster-Canterbury on Chesapeake Bay in Virginia Beach, VA from 1996-1999 and the Health Service Administrator at Presbyterian Homes, Inc.'s Glen Meadows Retirement Community in Glen Arm, MD from 1993-1996. In addition, Mr. Jewell served as Vice President for Operations for the Upper Chesapeake Health System's Fallston General Hospital in Fallston, MD. Mr. Jewell is licensed as a Nursing Home Administrator by both the Commonwealth of Virginia and the State of North Carolina. He received a Master's of Health Administration from the Medical College of Virginia in Richmond, VA and a B.A. degree in Sociology from the University of Virginia in Charlottesville, VA. Mr. Jewell has served on a number of professional organizations, including Rotary International, and as an Elder of the Lexington Presbyterian Church.

David C. Rainey – Vice President, Assistant Secretary and Director of Financial Services. Mr. Rainey is licensed by the State of North Carolina as a certified public accountant and is licensed by the State of North Carolina as a Nursing Home Administrator. He has served as The Pines' Director of Financial Services since May 1988. Prior to working with The Pines, Mr. Rainey worked as a bank officer in the Financial Accounting Services Department of First Union National Bank for three years and as an auditor for Arthur Andersen & Company for three years. Mr. Rainey has a B.A. in Psychology from Davidson College and a B.S. in Accounting from the University of North Carolina at Charlotte. He has served on the Finance Committee of the Lake Norman YMCA and Davidson College Presbyterian Church and is a member of the North Carolina Association of Certified Public Accountants and the American Institute of Certified Public Accountants. Mr. Rainey has served as Assistant Scoutmaster for Boy Scout Troop Number 58 in Davidson.

Karen C. Frazier – Assistant Director of Financial Services/Controller. Mrs. Frazier is a certified public accountant. She has been employed by The Pines since May 2014. Prior to working with The Pines, Mrs. Frazier worked as a consultant for Monaghan Group, a division of CliftonLarsonAllen LLP and worked for six years as CFO for Winston Packaging. Mrs. Frazier received a B.S. in Accounting from the University of North Carolina at Greensboro. She is a member of Davidson United Methodist Church and also a member of both the American Institute of Certified Public Accountants and the North Carolina Association of Certified Public Accountants.

Amy Craven – Interim Director of Nursing. Mrs. Craven joined The Pines at Davidson in 2015 as our Assistant Director of Nursing. Prior to joining The Pines at Davidson, she worked as ADON at Genesis Healthcare (Mooresville Center) from 2012 to 2015; RN Supervisor at Abernethy Laurels from 2009 to 2012; medical/surgical/telemetry RN at Lake Norman Regional Medical Center from 2008 to 2009. She graduated from Mitchell Community College in 2008 with an Associate Degree in nursing. She is enrolled at Gardner Webb College where she is in the process of obtaining her BSN while working full-time. Prior to becoming a Registered Nurse, Amy worked as a Certified Nursing Assistant at Abernethy Laurels from 2004 to 2008. Mrs. Craven came to The Pines at Davidson with ten years long-term care experience. She is a CPR Instructor certified by American Heart Association and a member of The National Association of Directors of Nursing Administration in Long Term Care.

Scott Chinery – Director of Plant Services. Mr. Chinery is a graduate of Clemson University where he received a B.S. in Civil Engineering and a Masters in Engineering. He is a licensed civil engineer and has worked with civil engineering firms as an owner and member of senior management for over 27 years. Mr. Chinery has provided civil engineering services to the Pines since 1998. He is active in The Presbyterian Church (U.S.A.) where he has served as an Elder and Deacon. Mr. Chinery has also led mission trips through his church to Costa Rica, Kenya, the Gulf Coast and other locations.

Stuart McCachern – Horticulturist and Safety Officer. Mr. McCachern is a graduate of North Carolina State University, where he received a B.S. in Horticulture. Prior to joining The Pines in January 1994, he had experience supervising landscape installation and construction. Mr. McCachern is a certified plantsman and a certified pool operator. His responsibilities at The Pines include supervising the maintenance of the grounds and installation of new plantings, assisting in fire control, safety and operation of the Warm Water Therapy Facility. Mr. McCachern has served on the Board of Deacons and was on the Grounds Committee at First Presbyterian Church in Mooresville, North Carolina.

Carolyn Picton – Director of Sales and Marketing. Mrs. Picton has been employed by The Pines at Davidson since June 2011. Prior to moving to Davidson, she worked as a Sales Counselor at Westminster Retirement Communities of Florida. Mrs. Picton has almost 22 years' experience in healthcare-related sales and marketing, including hospital relations, employee recruitment and pharmaceutical sales. She was a Senior Pharmaceutical Consultant for Glaxo SmithKline where she was the recipient of many awards and recognitions. She has a B.S. degree in Journalism and Public Relations, with a minor in Marketing, from the University of Florida.

Theresa M. Frey – Sales and Marketing Representative. Ms. Frey is a graduate of Western Carolina University, where she received a B.S. in Business Administration with a concentration in marketing. Prior to joining The Pines she worked in advertising and marketing in Charlotte, until she moved to Davidson in 1994. Ms. Frey first came to The Pines as an employee of First Charter Bank, managing the branch located on site for six years. She continued her banking career becoming the Assistant Branch Manager and Bank Officer for Aquesta Bank in Davidson. She returned to The Pines in December 2011. She is

a member of Davidson United Methodist Church and volunteers with Hospice and Palliative Care of Lake Norman.

Chad Lauderbaugh – Director of Culinary and Dining Services. Mr. Lauderbaugh has held this position since August 2014 and previously served as Executive Chef and Dining Room Manager since joining The Pines in December 2008. He earned a Bachelor's degree from The Culinary Institute of America. Prior to attending The Culinary Institute of America, Mr. Lauderbaugh served in the United States Air Force where he obtained extensive culinary experience.

Motria Procyk – Director of Development. Prior to moving to Davidson, Ms. Procyk worked as a fund raiser at the Columbia University School of Law in New York City, where she served as Director of Corporate and Foundation Relations, Associate Director of Development and Director of the Capital Campaign. Earlier, she served as Assistant Director of Corporate Relations at Mount Sinai Hospital in New York. Ms. Procyk has a B.A. in English from Wesleyan University and an M.A. in Education from Teachers College, Columbia University.

Stephanie Clontz – Director of Resident Services and Assistant Nursing Home Administrator. Mrs. Clontz has worked at The Pines since 1999. She graduated from Appalachian State University with a social work degree, minoring in sociology and psychology. She served as Health Center Social Worker for 14 years prior to her promotion as Director of Social Services in 2014. In 2016, Mrs. Clontz was appointed Assistant Nursing Home Administrator of The Pines.

The business address for The Pines' management staff is 400 Avinger Lane, Davidson, North Carolina 28036.

None of the officers, directors or persons involved in managing The Pines on a day-to-day basis has been convicted of a felony or pleaded nolo contendere to a felony charge, nor been held liable or enjoined in a civil action by final judgment which involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; or is subject to a currently effective injunctive or restrictive court order, or within the past five years, had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department related to the business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged, or similar facility.

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ADMISSIONS POLICY AND OTHER TERMS OF RESIDENCY

Health And Financial Conditions for Acceptance

The Pines does not unlawfully discriminate in admission decisions or otherwise with respect to residents on the basis of race, color, religion, sex, disability or national origin. Admission is restricted to persons 65 years of age or older, except that in the case of a married couple in which one spouse is at least 65 years of age, the other spouse must be at least 62 years of age.

The Pines or its agent will interview a prospective Resident and may request other personal interviews. The prospective Resident is required to submit an Application for Admission, a Personal Health History and a Confidential Financial Statement within 30 days of executing the Residence and Care Agreement. Prior to admission, the Resident must submit a report of a physical examination by a physician selected by the Resident, and The Pines may require the Resident to have another physical examination by the Medical Director or a physician selected by The Pines. The report of the physician must indicate that the Resident is in good health, the Resident is able to take care of himself or herself in residential living activities and the Resident's health profile does not present a significant risk of intensive or imminent increased health care needs.

A prospective Resident must have assets and income that will be sufficient under foreseeable circumstances to pay the financial obligations of the Resident under the Residence and Care Agreement and to meet the ordinary living expenses of the Resident. The Pines may require the Resident to furnish current financial information at any time prior to occupancy.

Changes of Condition Prior to Occupancy

A Resident may terminate a Residence and Care Agreement at any time prior to taking occupancy at The Pines and receive a partial refund of the Entrance Fee paid in accordance with the refund provisions of the Residence and Care Agreement (described below under the Section entitled "Termination and Refund Policies - Prior to Occupancy"). The Pines may terminate the Residence and Care Agreement at any time prior to the date the Resident takes occupancy if The Pines determines that the Resident does not meet the physical, mental or financial requirements for admission.

Direct Admission to Schramm Health Center

If, at the time an applicant executes a Residence and Care Agreement, the applicant would not be able to occupy a Living Accommodation at The Pines because of the applicant's health or inability to take care of himself or herself in residential living activities, but the applicant meets the other requirements set forth in the Residence and Care Agreement, then such applicant may, pursuant to an Addendum to the Residence and Care Agreement (the "Health Center Addendum"), take occupancy in the Schramm Health Care Center as a Resident upon payment of an Entrance Fee, currently \$23,000 for direct admission to the Assisted Living Unit and \$10,000 for direct admission to the Hidell Nursing Unit. A copy of the current form of the Health Center Addendum is attached hereto as Appendix B.

The Health Center Addendum also provides that if the Resident regains good health and becomes able to take care of himself or herself in residential living activities, as determined by The Pines or its Medical Director, then the Resident will have priority to a Living Accommodation at The Pines as soon as one of the types desired by the Resident becomes available.

The regulations pursuant to which the Certificate of Need for seven of the Nursing Facility Beds was issued restrict The Pines' ability to make direct admission to those seven Nursing Facility Beds. The regulations provide that those Nursing Facility Beds will be used exclusively to meet the needs of persons with whom The Pines has entered into a Residence and Care Agreement and who have lived in a non-Hidell Nursing Unit for a period of at least 30 days. Exceptions to this general rule shall be allowed when the Resident occupies a Nursing Facility Bed at the same time as the Resident's spouse or sibling moves into a non-Hidell Nursing Unit of The Pines, or when the medical condition requiring nursing care was not known to exist or be imminent when the Resident became a party to the Residence and Care Agreement.

Transfers or Changes in Levels of Care

The Pines has authority to determine if the Resident should be transferred from the Resident's Living Accommodation to the Schramm Health Center or from one level of care to another level of care within the Schramm Health Center, based on the professional opinion of the Medical Director and the opinion of the Executive Director of The Pines, after consultation to the extent practical with the Resident, a representative of the Resident's family or the sponsor of the Resident and the Resident's attending physician. If the Medical Director and Executive Director determine that a Resident needs care beyond that which can be provided by The Pines, the Resident may be transferred to a hospital, center or institution equipped to give such care, which care will be at the expense of the Resident. If such transfer is determined to be permanent in nature, the Resident must surrender the Living Accommodation or accommodation in the Schramm Health Center. If the Resident is able to resume occupancy in accommodations comparable to those occupied by the Resident prior to such transfer, the Resident has priority to such accommodations as soon as they become available.

Changes in Occupancy by Two Residents

In the event that two Residents occupy a Living Accommodation and one of them permanently transfers to the Schramm Health Center, one of them dies or the Residence and Care Agreement is terminated with respect to one of them, the remaining or surviving Resident has the option to remain in the same Living Accommodation or move to a smaller Living Accommodation in which latter event the Resident may be entitled to receive a partial refund of the Entrance Fee as set forth in Paragraph IV. F. of the Residence and Care Agreement. The Resident will thereafter pay the Monthly Charge for only one Resident associated with the Living Accommodation occupied by the Resident.

Marriage During Occupancy

If a Resident while occupying a Living Accommodation marries a person who is also a Resident, the two Residents may, with the prior written consent of The Pines, occupy the Living Accommodation of either Resident and surrender the Living Accommodation not to be occupied by them. No refund will be payable with respect to the Living Accommodation surrendered except as described below under “Termination and Refund Policies.” Such married Residents will pay the Monthly Charge for double occupancy associated with the Living Accommodation occupied by them. In the event that a Resident marries a person who is not a Resident of The Pines, the spouse may become a Resident if such spouse meets all of the then-current requirements for admission to The Pines, enters into a current version of the Residence and Care Agreement with The Pines and pays an Entrance Fee equal to an amount determined by The Pines in its discretion but in any event no more than one-half of the then current Entrance Fee associated with the type of Living Accommodation to be occupied by the Resident and spouse. The Resident and spouse will be required to pay the Monthly Charge for double occupancy associated with the Living Accommodation occupied by them. If the Resident’s spouse does not meet the requirements of The Pines for admission as a Resident, the Resident may terminate the Residence and Care Agreement in the same manner as provided with respect to voluntary termination, described below under “Termination and Refund Policies—Voluntary Termination.”

Combination of Living Accommodations

From time to time The Pines may determine that various circumstances make it desirable to combine a one-bedroom, studio or deluxe studio Living Accommodation, occupied by a Resident, with an adjoining Living Accommodation to form one combined Living Accommodation. If The Pines makes this determination, the Resident must surrender occupancy of such Living Accommodation within a reasonable time after receiving notice of such determination. Upon notification by The Pines of such determination, the Resident shall have the option to transfer into the combined Living Accommodation when such Living Accommodation is ready for occupancy or transfer to a Living Accommodation of the same type as previously occupied by the Resident when available. If the Resident elects to occupy the combined Living Accommodation, the Resident will be required to pay any excess entrance fee upon occupancy. The Resident will thereafter pay the required Monthly Charge associated with the combined Living Accommodation as established by The Pines. If the Resident elects to transfer to a Living Accommodation of the same type as previously occupied by the Resident, The Pines will repaint and recarpet, if needed, such Living Accommodation at its expense prior to occupancy by the Resident.

Transfer to Another Living Accommodation

In order to accommodate Residents who desire to transfer from one Living Accommodation to another Living Accommodation, as well as those individuals who have executed a Future Residency Agreement with The Pines (“Future Residents”) and are seeking admission to a Living Accommodation, it is The Pines’ policy to alternate priority in reserving units becoming available between Residents and Future Residents. This policy, sometimes referred to as the “alternating unit assignment plan,” is used by The Pines to

determine priority as to Living Accommodations becoming available by alternating the right to reserve a Living Accommodation becoming available between those Residents who have requested a transfer to another Living Accommodation, on one hand, and those Future Residents desiring admission to The Pines, on the other hand. As among Residents who desire to transfer to another Living Accommodation, priority will be based on the date that the request for a transfer is made to The Pines. As among Future Residents, priority will be based on the priority position assigned to such Future Resident for purposes of the Future Residency Agreement of such Future Resident. Notwithstanding the “alternating unit assignment plan,” Residents desiring to transfer to another Living Accommodation will have priority over all non-residents, including Future Residents, as to reserving an available Living Accommodation in the following circumstances:

- (a) transfers due to medical necessity as determined by the Medical Director and the Executive Director of The Pines;
- (b) transfers to a same-size Living Accommodation or to a smaller Living Accommodation; and
- (c) when two Living Accommodations (one of which is vacant) are combined, the Resident occupying one of the Living Accommodations will have priority in reserving the combined Living Accommodation.

Notwithstanding the above, The Pines reserves the right to fill, in its sole discretion and without regard to the waiting list, up to five vacancies in Living Accommodations each year, none of which will be of the same unit type. It is expected that exercise of this option by The Pines will be rare.

Renovations or Reconstruction of Living Accommodations

The Pines is dedicated to maintaining the Living Accommodations and all other facilities of The Pines in a good state of repair. The Pines does not currently have plans to make any further major renovations to or reconstruction of any residential Living Accommodation or the Schramm Health Care Center following completion of the Expansion Project, but it recognizes the possibility that at some time in the future it may be necessary to do so. In such event, if a Resident is required to vacate a unit affected by the construction work, The Pines would continue to provide to the Resident affected the same services customarily provided to Residents and would bear the costs incurred by the Resident in any such move. The Pines would under such circumstances provide to the Resident other accommodations which would be comparable to the extent practicable to the Resident's Living Accommodation being renovated or reconstructed although an interim accommodation may be larger or smaller or of a different type.

Financial Assistance

It is The Pines' policy not to terminate a Residence and Care Agreement solely because of a Resident's financial inability to continue to pay the Monthly Charge or other charges by reason of circumstances beyond the Resident's control. If The Pines determines that there are facts justifying special financial consideration, The Pines will give careful

consideration to subsidizing in whole or in part the Monthly Charge and other charges. Any determination by The Pines with regard to granting financial assistance is within the sole discretion of The Pines. The Pines has created a Resident Support Fund, a portion of which may, in the discretion of The Pines, be used to subsidize Residents in financial need.

Residents' Animals

The Board of Directors of The Pines has adopted policies governing Residents' keeping animals at The Pines, which are subject to change by action of the Board of Directors of The Pines. A Resident who qualifies to keep an animal as a service animal, a support animal, or a pet pursuant to one of these policies shall review and sign the applicable addendum to the Residence and Care Agreement, a copy of which is attached as Appendix C.

Service Animal Policy

A Resident qualifies to keep an animal as a service animal if he or she has a disability as defined by the Americans with Disabilities Act and an animal such as a dog has been individually trained to do work or perform tasks for the benefit of the Resident. Service animals are permitted to accompany Residents with disabilities in all areas of the campus of The Pines where Residents are allowed to go, including a Resident's personal living unit, entryways, hallways, sitting areas, meeting rooms, lounges, dining rooms, the lobby and the post office. It is not necessary that the animal be certified or licensed as a service animal. No request to bring a service animal to The Pines is required, no registration of the service animal is required and no documentation supporting the need for a service animal is required.

Support Animal Policy

A Resident qualifies to keep an animal as a support animal if he or she has a disability as defined by the Fair Housing Act and the animal works, provides assistance or performs tasks for the benefit of the Resident, or provides emotional support that alleviates one or more identified symptoms or effects of the Resident's disability, in order for the Resident to have an equal opportunity to use and enjoy The Pines' housing facilities. Qualified support animals will be permitted access only to the Resident's personal living unit (including, if applicable, his or her living unit in nursing or assisted living, provided that the support animal is under the Resident's control and the Resident is able to care for the support animal); the hallways, elevators, stairwells and entryways necessary for the animal's entrance and exit to the Resident's Living Accommodation; and certain designated outdoor areas appropriate for the animal's natural relief. Support animals will not be permitted to access any other areas, including the dining rooms, recreation rooms, sitting areas, meeting rooms, lounges, the lobby or the post office. Residents must request the use of support animals through the Director of Marketing or the Director of Resident Services and must present documentation from a reliable party who is in a position to know about the individual's disability demonstrating that the Resident has a disability; that the support animal is necessary for the Resident to have an equal opportunity to use and enjoy, or to

participate in, housing at The Pines; and that there is a relationship or nexus between the Resident's disability and the assistance the animal provides.

Pet Policy

Only Residents of the cottage units and the villa apartments may keep pets at The Pines. Pets will be permitted access only to the Resident's personal cottage unit or villa apartment; the hallways, elevators, stairwells and entryways necessary for the animal's entrance and exit to the Resident's Living Accommodation; and certain designated outdoor areas appropriate for the animal's natural relief. Residents must apply to the Director of Marketing at The Pines for permission to keep a pet in a cottage unit or villa apartment. The Pines may, in its sole discretion, approve or disapprove the Resident's request to keep a pet.

No Smoking Policy

The Board of Directors of The Pines has adopted an Amended and Restated No Smoking Policy declaring that no smoking will be allowed on the premises of The Pines, including all indoor and outdoor areas, except as permitted in the policy. The policy applies to all Residents who begin living at The Pines after July 1, 2012, unless (a) they entered into a Residence and Care Agreement with The Pines prior to July 1, 2012 or (b) they entered into a Future Residency Agreement after July 1, 2012 and began living at The Pines no later than December 31, 2012. The policy also applies to all guests of Residents and other visitors to The Pines.

Residents who (a) have been living at The Pines since no later than July 1, 2012, (b) entered into a Residence and Care Agreement with The Pines prior to July 1, 2012 or (c) entered into a Future Residency Agreement after July 1, 2012 and began living at The Pines no later than December 31, 2012, may continue to smoke in outdoor areas on the premises of The Pines, but they may not smoke in any indoor areas on the premises of The Pines.

Residents who entered into a Residence and Care Agreement with The Pines prior to October 25, 2007, may continue to smoke within their living units and in outdoor areas on the premises of The Pines.

The Pines does not warrant or promise that the premises and common areas will be free from secondhand smoke. The Pines' ability to create a smoke-free environment is dependent in significant part on voluntary compliance by the Residents and their guests. The No Smoking Policy is subject to revision by action of the Board of Directors of The Pines.

Insurance Requirements

The Pines requires that all Residents entering The Pines maintain property insurance on the Resident's personal property located within the Resident's Living Accommodation or elsewhere within the premises of The Pines. For items of personal property that are rare or have historic or artistic value, the Resident's property insurance policy should include specific coverage for such items based on appraisals furnished to the property insurance carrier. Residents are also required to maintain personal liability insurance with a liability limit of at least \$100,000 per occurrence.

Residents are also required to maintain automobile liability insurance on any vehicle owned by the Resident and to register such vehicle with The Pines' administrative office.

Property insurance covering personal property, personal liability insurance and automobile liability insurance should be obtained from insurance carriers of the Resident's choice.

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TERMINATION AND REFUND POLICIES

Prior to Occupancy

A Resident may terminate a Residence and Care Agreement for any reason at any time prior to taking occupancy at The Pines by giving written notice to The Pines. In the event that the Resident terminates a Residence and Care Agreement prior to occupancy, the Resident will receive a refund of the Entrance Fee paid, less a non-refundable fee equal to 5% of the total amount of the Entrance Fee, provided, however, that if the Resident terminates the Residence and Care Agreement due to the death of the Resident's spouse, The Pines will refund the full Entrance Fee without deduction of a fee.

The Residence and Care Agreement will terminate automatically prior to the date that a Resident takes occupancy if (a) the Resident dies before occupying a living unit in The Pines (or, if there are two Residents, both Residents die before occupying a living unit in The Pines); or (b) on account of physical injury, physical, mental or financial incapacity or physical or mental illness, the Resident is precluded from occupying a living unit at The Pines under the terms of the Residence and Care Agreement. In the event of such automatic termination, the Resident shall receive a refund of the full Entrance Fee paid by the Resident. Any such refund will be paid by The Pines within 60 days following termination of the Residence and Care Agreement.

Trial Period

The first 60 days of occupancy will be considered a trial period. During this period the Resident may terminate the Residence and Care Agreement for any reason. Upon written notice of such termination by the Resident or in the event of the Resident's death during such 60-day period, The Pines will refund to the Resident the Entrance Fee less a non-refundable fee equal to 5% of the total amount of the Entrance Fee paid by the Resident. During the 60-day trial period, The Pines may terminate the Residence and Care Agreement if The Pines determines that the Resident's physical or mental condition or emotional adjustment will not permit adaptation to the living environment at The Pines. Upon such termination by The Pines, The Pines will refund to the Resident the full Entrance Fee. Any such refund will be paid by The Pines within 60 days after the Living Accommodation has been vacated by the Resident.

Voluntary Termination

After the expiration of the 60-day trial period, the Resident may terminate the Residence and Care Agreement by giving 30 days' prior written notice of such termination. If such termination occurs within 12 months after the date of occupancy by the Resident, the Resident will receive a refund in the amount equal to the full Entrance Fee paid to The Pines less 5% thereof for each full calendar month or portion thereof which has elapsed from the date of occupancy to the effective date of termination and less a non-refundable fee equal to 5% of the full Entrance Fee. However, a Resident who has elected the 50% Refund Entrance Fee Option will be entitled to a refund of no less than 50% of the Entrance Fee paid by such Resident, and a Resident who has elected the 90% Refund Entrance Fee Option will be

entitled to a refund of no less than 90% of the Entrance Fee paid by such Resident. Unless a Resident has elected the 50% Refund Entrance Fee Option or the 90% Refund Entrance Fee Option, no refund of the Entrance Fee will be paid to the Resident after the first 12 months of occupancy. Any such refund due the Resident under the circumstances described in this paragraph will be made at such time as such Resident's Living Accommodation has been reserved by a prospective Resident and the prospective Resident has paid to The Pines the full Entrance Fee for such Living Accommodation.

Termination Upon Death

If the Resident dies following expiration of the first 60 days of the Resident's occupancy at The Pines and such deceased Resident is not survived by a spouse residing at the Pines who has signed the Residence and Care Agreement, the Residence and Care Agreement shall terminate and, subject to the Resident's continuing obligations described therein, the portion, if any, of the Entrance Fee paid by the Resident to be refunded shall be determined in the same manner described in the preceding paragraph. If the Resident dies following expiration of the first 60 days of the Resident's occupancy and such Resident is survived by a spouse residing at The Pines who has signed the Residence and Care Agreement, then the Residence and Care Agreement shall not terminate and no refund will be payable thereunder. In the event a refund becomes due, the date of the Resident's death shall determine the termination date. Any refund due the Resident's estate will be made at such time as such Resident's Living Accommodation shall have been reserved by a prospective Resident and such prospective Resident shall have paid to The Pines such prospective Resident's full Entrance Fee for such Living Accommodation; provided, however, that the Resident's estate shall continue to be obligated to pay the applicable Monthly Charge for such Resident's Living Accommodation until such Resident's Living Accommodation is vacated and left in good condition except for normal wear and tear.

Termination By The Pines

The Pines may terminate the Residence and Care Agreement at any time if there has been a material misrepresentation or omission made by the Resident in the Resident's Application for Admission, Personal Health History or Confidential Financial Statement; if the Resident fails to make payment to The Pines of any fees or charges due The Pines within 60 days of the date when due; if the Resident's conduct is abusive toward members of The Pines' staff or is disruptive or is detrimental to the health, safety or welfare of the Resident or other Residents or to other Residents' peaceful enjoyment of The Pines; or if the Resident does not abide by The Pines' policies, rules or regulations or breaches any of the terms and conditions of the Residence and Care Agreement. In the event of termination for any of such cause, the portion, if any, of the Entrance Fee paid by the Resident to be refunded shall be determined in the same manner as in the case of voluntary termination by the Resident after the 60-day trial period as described above and such refund will be made at such time as such Resident's Living Accommodation shall have been reserved by a prospective Resident and such prospective Resident shall have paid to The Pines such prospective Resident's full Entrance Fee for such Living Accommodation.

Termination Upon Direct Occupancy of Schramm Health Center

For Residents taking direct occupancy of the Schramm Health Center, in lieu of the provisions in the Residence and Care Agreement relating to the refund of an Entrance Fee in the event of termination of the Residence and Care Agreement, the Schramm Health Center Addendum provides that if the Resident terminates the Agreement and vacates the Schramm Health Center within 12 months after the date of occupancy of the Schramm Health Center by the Resident, the Resident will receive a refund in an amount equal to the full Entrance Fee paid to The Pines less 5% thereof for each full calendar month or portion thereof which has elapsed from the date of occupancy to the effective date of termination and less an administrative charge equal to 5% of the full Entrance Fee. No refund of the Entrance Fee will be paid to the Resident after the first 12 months of occupancy in the Schramm Health Center.

In lieu of the provisions in the Residence and Care Agreement relating to the refund of an Entrance Fee in the event of the death of a Resident taking direct occupancy in the Schramm Health Center, the Health Care Addendum provides that if the Resident dies within the first 30 days of occupancy in the Schramm Health Center, the Resident's estate will receive a refund of 75% of the Entrance Fee paid. If the Resident dies after the first 30 days of occupancy in the Schramm Health Center but within the first 60 days of occupancy, the Resident's estate will receive a refund of 50% of the Entrance Fee paid. If the Resident dies after the first 60 days of occupancy in the Schramm Health Center but within the first 90 days of occupancy, the Resident's estate will receive a refund of 25% of the Entrance Fee paid. No refund of the Entrance Fee will be payable to the Resident's estate by reason of the death of the Resident after the first 90 days of occupancy in the Schramm Health Center.

If at any time after admitting a Resident directly into the Schramm Health Center The Pines determines that there is insufficient space in the Schramm Health Center to accommodate such Resident, the Health Care Addendum provides that The Pines may terminate the Residence and Care Agreement and the Health Care Addendum of such Resident upon 15 days' written notice. In the event of such termination, The Pines will refund the full Entrance Fee of such Resident and upon request will assist such Resident in finding another facility.

Optional Surrender of Living Accommodation Upon Transfer to Schramm Health Center

In the event that a Resident shall occupy an accommodation in the Schramm Health Center for more than 14 days in any calendar year then, upon the expiration of such 14 days, the Resident shall thereafter during such year and in any year thereafter pay the amount of the published per diem rate for the Schramm Health Center accommodation occupied by the Resident, plus charges for other services not included in such per diem rate.

If the Resident shall continue to occupy an accommodation in the Schramm Health Center for more than 30 days within any 90-day period following the use of the last of such 14 days, the Resident shall have the option of surrendering the Living Accommodation (if formerly occupied by the Resident as single occupant) or continuing to pay the Monthly

Charge associated with such Living Accommodation in addition to the per diem charge for the Schramm Health Center accommodation occupied by the Resident.

Rescission

A Resident may rescind the Residence and Care Agreement by giving written notice of such rescission to The Pines within 30 days following the later of the execution of the Residence and Care Agreement or the receipt of a disclosure statement that meets the requirements of Section 58-64-1 et seq. of the North Carolina General Statutes. In the event of such rescission, the Resident will receive a full refund of the Entrance Fee paid by the Resident less any Monthly Charge or portion thereof applicable to any period a Living Accommodation was actually occupied by the Resident. The Resident shall not be required to move into The Pines before the expiration of such 30-day period. Any such refund will be paid by The Pines within 60 days following receipt of written notice of rescission.

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SERVICES

In General

The services to be provided by The Pines and the respective rights and duties of The Pines and Resident are stated in the Residence and Care Agreement entered into by The Pines with each Resident. The current version of the Residence and Care Agreement is attached hereto as Appendix A-1. Certain Residence and Care Agreements entered into prior to the date of this Disclosure Statement differed in certain respects from the current version, and in the future some Residence and Care Agreements may also differ from the current version in certain respects.

Standard Services Available

The services and facilities in addition to the Living Accommodation covered by the Monthly Charge and described in Section I of the Residence and Care Agreement are summarized below:

- utilities, including heating, air conditioning, lights, water, sewer, electricity, trash removal and basic local telephone service (provided, however, that The Pines reserves the right to discontinue providing local telephone service);
- certain furnishings, including carpeting in the Living Accommodation and emergency signal equipment;
- participation in The Pines' Choice Meal Plan, which provides each Resident with a pre-set balance each quarter (or, at the discretion of The Pines, for a period of time not greater than a quarter of a calendar year) to purchase à la carte meals at the current meal prices published to Residents;
- housekeeping services;
- regular laundering of bed and bath linens furnished by The Pines and facilities for personal laundry;
- maintenance and repair of improvements, furnishings and equipment owned by The Pines, unless such maintenance or repair is necessitated by negligence of the Resident or any guest of the Resident;
- grounds keeping services;
- parking for each Resident's vehicle;
- use of common facilities; and
- local transportation on a regular, scheduled basis.

Additional Services Available

Services that are not covered by the Monthly Charge and will be at the Resident's expense include, but are not limited to:

- charges associated with any additional telephone expenses, such as long-distance calls and directory assistance;
- internet and cable television installation and service charges;
- the cost of meal purchases exceeding the pre-set balance provided under The Pines' Choice Meal Plan;
- the cost of purchases of alcohol, catering, guest meals and non-food sundry items (e.g., tissues, batteries);
- the extra cost, if any, for a special diet or tray delivery;
- any structural or physical change or redecoration within the Living Accommodation and any cost to return the unit to its original condition; and
- special transportation.

Privileges at River Run Country Club

The Pines has obtained certain limited membership privileges at River Run Country Club (the "Club") to allow Residents of The Pines to utilize the facilities of the Club. The Club has extended such privileges to Residents in a spirit of community outreach. The Club is located approximately two miles from The Pines and includes a championship 18-hole golf course, driving range, clubhouse with locker rooms, pro-shop, dining facilities, bar and ballroom, outdoor swimming pool and tennis courts. Residents may use facilities of the Club without paying an individual membership fee or monthly dues. Residents must pay for any food or beverages purchased at the Club's dining facilities and for any user fees such as green fees and cart fees (such user fees are at a discounted rate equal to 50% of the applicable fee that a Club member pays for a Club member's guest). Total Resident use of the Club's 18-hole golf course is limited to an aggregate of 30 rounds of golf per week. These limited membership privileges at the Club are extended only to current Residents; Future Residents, Early Reservers and prospective Residents (i.e., those who have reserved a living accommodation at The Pines by placing a deposit with The Pines) are not extended these membership privileges. The Pines' membership agreement with the Club terminates on December 31, 2020. A copy of the Agreement for Golf Membership between The Pines and the Club is available upon request.

Health Care Services

Under the Residence and Care Agreement, The Pines provides accommodations, equipment and staffing for assisted, intermediate nursing and skilled nursing care in the Schramm Health Center upon a space-available basis. Private or semi-private

accommodations are provided in the Assisted Living Unit and in the Hidell Nursing Unit. A 24-hour nursing staff is maintained in the Schramm Health Center. A Medical Director who is a licensed physician coordinates the provision of health care services. Charges for health care services are described below under “Fees—Charges for Occupancy in the Schramm Health Center.” Charges for health care services not covered by the Monthly Charge or the per diem (daily) rate in the Schramm Health Center to be paid for by the Resident include, but are not limited to, the following: charges by Resident’s personal physician for medical services; charges for pharmacy products; surgical, dental and optical services; laboratory tests; physical therapy; occupational therapy; rehabilitative treatments; wheelchairs and other medical equipment and supplies; and therapeutic activities.

Medical Emergencies in Independent Living

Independent living (“**IL**”) Residents residing on The Pines’ main campus in the main apartment building, cottages and villas may request help in the event of a medical emergency using one or more of the following methods:

1. **Call 911** – Residents may call the Mecklenburg County Emergency Medical Service (“**EMS**”) for assistance by dialing 911 on a landline or personal cell phone. If using a landline phone in a Living Accommodation, a Resident may dial 911 without first dialing “9” to get an outside line. If using a landline phone outside of a Living Accommodation a Resident may need to dial a “9” before dialing 911, although phones in common areas such as the Warm Water Therapy Facility generally do not require this. After calling EMS, Residents are asked to notify The Pines’ nursing station by dialing 1463 (on The Pines’ telephone system) or 704-896-1463 (on a personal cell phone or other landline) so that The Pines’ staff may help in directing first responders and EMS personnel to the Resident’s location. Residents may also use one or more additional emergency alert systems available at The Pines after calling EMS.

2. **Portable System** – Residents may activate a portable emergency alert system that operates using small, portable “button” type devices, such as pendants, bracelets and wall buttons mounted in the bedrooms and bathrooms of each IL residence. The system is designed to provide coverage inside all of The Pines’ buildings and in the majority of the outdoor areas on The Pines’ main campus. The wall-mounted buttons provide more accurate locating information than the pendants and bracelets, and Residents are encouraged to activate a wall-mounted button instead of a pendant or bracelet if circumstances allow. To activate the portable “button,” a Resident must press and hold down the button until the device vibrates. When the button is activated, a small red light will begin to flash rapidly before it changes to one flash every 3 or 4 seconds. To activate the wall-mounted buttons that are mounted in the bedrooms and bathrooms, a Resident must press and hold down the button until the light above the button flashes.

3. **Pull-Cord System** – Residents may activate a pull cord emergency alert system by pulling wall-mounted pull cords that are available in each IL bedroom and bathroom. Pull cords are also available in certain other locations, including some public restrooms, the dining room, the Jetton Community Center and the Warm Water Therapy Facility. The

pull cord system operates using the fire and smoke alarm system and, in the event of a power outage, will be powered by The Pines' emergency generator.

4. Telephone – Residents may call The Pines' nursing staff directly by dialing 1463 (on The Pines' telephone system) or 704-896-1463 (on a personal cell phone or on a landline in any Living Accommodation; outside the Living Accommodation it may be necessary to dial a "9" first to get an outside line to call this number).

When an IL Resident activates the portable system or pull cord system, the respective emergency alert system will determine the location of the device that was activated. If the alert indicates that the location of the Resident is within his or her IL living accommodation, The Pines' nursing personnel will first call the Resident's IL residence to speak with the Resident and confirm the emergency. If the Resident does not answer the phone or if the phone service is out of order, The Pines' nursing personnel will go to the Resident's unit and investigate. If the alert indicates that the location of the Resident is outside his or her IL living accommodation, The Pines' nursing personnel will go to the location identified by the portable system or the pull cord system and investigate.

The Pines strives to respond to medical emergencies inside Residents' IL living accommodations within 15 minutes, but nursing response times will vary depending upon various factors including the urgency of the call and the number of calls being handled at that time. When responding to medical emergencies outside a Resident's IL living accommodation the response time may exceed 15 minutes due to a variety of factors, including weather conditions, time of day or conditions that may obscure visibility, as well as the urgency of the call and the number of calls being handled at that time. While The Pines' emergency alert systems are reliable most of time, system failures may occur due to device or sensor failure, an unexpected gap in coverage, telephone or power outage or other reasons. Therefore, Residents should take other appropriate precautions such as carrying their personal cell phone or participating in a "buddy system." In addition to The Pines' periodic testing program, Residents may, with prior notice to Plant Services, activate any of the Portable or Pull Cord System devices in their IL living accommodations to confirm such devices are functioning properly. If The Pines' nursing personnel do not respond promptly after a Resident activates either the pull cord system or portable system, the Resident should request help using an alternative method.

The procedures outlined above will vary for residents residing at Chartwell (which typically will be one or two people).

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FEEs

Deposit

Upon deciding to become a resident at The Pines, a prospective Resident will execute a Residence and Care Agreement to reserve the Living Accommodation selected. At the time such Agreement is signed, the Resident will pay a deposit equal to 10% of the Standard Entrance Fee for the kind of Living Accommodation selected, together with \$300 as a non-refundable application fee. The balance of the Entrance Fee is due 10 days prior to the projected date of occupancy.

Entrance Fees

The Entrance Fee is a payment that assures a Resident a place in The Pines for a term of years or for life, provided that the Resident otherwise complies with all terms and conditions of the Residence and Care Agreement.

Under the Residence and Care Agreement, a prospective Resident chooses one of three options as to the Entrance Fee to be paid with respect to the Living Accommodation selected: the Standard Entrance Fee Option, the 50% Refund Entrance Fee Option or the 90% Refund Entrance Fee Option.

Current Entrance Fees under the Standard Entrance Fee Option for the various types of Living Accommodations are as follows:

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STANDARD ENTRANCE FEES (*)

Living Accommodation (**)	Effective through June 30, 2019	Effective July 1, 2019 and After
Studio	\$ 47,800	\$ 47,800
Deluxe Studio	64,500	64,500
1 Bedroom	122,900	124,744
1 Bedroom Deluxe ^(A)	158,587	160,965
2 Bedroom	202,900	211,016
2 Bedroom Suite ^(B)	208,500	216,840
2 Bedroom Deluxe ^(C)	220,000	228,800
Cottage	214,500	223,080
Large Cottage	246,400	256,256
Large Cottage with Sun Room	260,800	271,232
2 Bedroom Villa (Plan A)	349,468	364,461
2 Bedroom Deluxe Villa (Plan B)	375,241	390,982
2 Bedroom with Den Villa (Plan C)	415,717	432,633
2 Bedroom with Den Deluxe Villa (Plan D)	428,710	445,999
Chartwell ^(D)	0	0
Large Cottage with Sunroom/Study and Garage ^(E)	489,290	508,861
Second Person Fee ^(F)	22,230	22,675
<i>Expansion Project – Villas at Poplar Hill</i>		
1 Bedroom Deluxe Villa with Sunroom/Study (1.5 Bath) (Green) ^(G)	281,939	281,939
2 Bedroom Villa with Porch or Balcony (2 Bath) (Blue) ^(G)	379,999	379,999
2 Bedroom Villa with Sunroom/Study (2 Bath) (Red) ^(G)	407,237	407,237
2 Bedroom Villa with Sunroom/Study and Balcony (2 Bath) (Yellow) ^(G)	420,312	420,312

Additional Notes Regarding Standard Entrance Fees:

- (*) **In the event of any discrepancy between the Standard Entrance Fees listed in the table above and those listed in Appendix K (Compilation of Financial Forecast) the table above takes precedence.**
- (**) **The Standard Entrance Fees listed above represent the base entrance fee for a standard Living Accommodation. In certain instances where improvements have been made in a Living Accommodation, an extra amount of premium may be added to Standard Entrance Fees listed above. In such cases the premium will generally be less than 10% of the Standard Entrance Fee.**
- (A) **Currently not available. 1 Bedroom Deluxe will replace two Studio units if and when it is built.**
- (B) **2 Bedroom Suite represents the combination of a Studio unit and a 1 Bedroom apartment.**
- (C) **2 Bedroom Deluxe represents the combination of a Deluxe Studio unit and a 1 Bedroom apartment.**
- (D) **On March 21, 2017, The Pines eliminated the Standard Entrance Fee and Second Person Fee for Chartwell. A Resident must pay a deposit equal to the Monthly Charge for Chartwell for two months prior to his or her entrance to Chartwell. If a Resident transfers from Chartwell to another Living Accommodation, the Resident will receive a refund of the deposit (unless such transfer takes place less than one year following occupancy of or acceptance of financial responsibility for Chartwell) and pay the Standard Entrance Fee applicable associated with the other Living Accommodation at the time of transfer.**
- (E) **The three Large Cottages with Sunroom/Study and Garage are expected to be complete in 2019. They are not a part of the Villas at Poplar Hill.**
- (F) **When two persons enter The Pines together and occupy one Living Accommodation, the Second Person Fee shown in the above table is charged in addition to the Standard Entrance Fee for the type of Living Accommodation selected. If prospective Residents select the 50% Refund Entrance Fee Option or the 90% Refund Entrance Fee Option prior to entering The Pines, the Second Person Fee will be included in the Standard Entrance Fee when determining the Entrance Fee due from the Residents. The Second Person Fee also will apply to the Villas at Poplar Hill.**
- (G) **The Standard Entrance Fees for the Villas at Poplar Hill include basement parking. If such basement parking is not available and the Resident is assigned detached covered parking, the Standard Entrance Fees will be reduced by \$13,620. If neither basement nor detached covered parking is available, the Standard Entrance Fees will be reduced by \$27,239.**

Entrance fees for direct admission to the Schramm Health Center are described under the section entitled "Direct Admission to Schramm Health Center."

The amount of the Entrance Fee payable in the event that the Resident elects the 50% Refund Entrance Fee Option or the 90% Refund Entrance Fee Option is determined actuarially based on the life expectancy of the Resident at the time of occupancy. In the case of a single occupant the age at occupancy is based on the Resident's age at his or her birthday that is nearest the occupancy date and in the case of a couple it is based on the age of the older Resident at his or her birthday that is nearest the occupancy date. This method of determining age at occupancy applies to all Living Accommodations.

The Entrance Fee payable under the 50% and 90% Refund Options is determined by reference to the schedule on the following page, which shows the percentage of the Standard Entrance Fee to be added to such Entrance Fee for a Resident's attained age at the time of occupancy (with age as determined by the method described above).

The amount of the Standard Entrance Fee payable with respect to the Living Accommodation selected is set forth in the Resident's Residence and Care Agreement and the amounts of the Entrance Fees payable under the 50% and 90% Refund Options are estimated. The Resident must notify The Pines in writing of the choice of Entrance Fee option on or before the date that the balance of the Entrance Fee is due.

Entrance Fees for Direct Occupancy of Schramm Health Center

If an applicant takes occupancy directly in the Schramm Health Center as a Resident pursuant to the Schramm Health Center Addendum, the Resident must pay an Entrance Fee, currently set at \$23,000 for direct admission to the Assisted Care Unit and at \$10,000 for direct admission to the Hidell Nursing Unit. While residing in the Schramm Health Center the Resident will pay such per diem rates and charges as are established by The Pines, which rates and charges are subject to change from time to time as deemed necessary by The Pines. If transferred from the Schramm Health Center to a Living Accommodation, the Resident will enter into a Residence and Care Agreement without the Schramm Health Center Addendum and will pay an Entrance Fee equal to the Entrance Fee for such Living Accommodation in effect at the time of transfer, less the amount of the Entrance Fee previously paid by the Resident upon taking occupancy in the Schramm Health Center.

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Refund Options – Percentage Over Standard Entrance Fee

<u>Age at Occupancy</u>	<u>50% Refund Option</u>	<u>90% Refund Option</u>
62	23 %	45 %
63	24	47
64	25	49
65	25	51
66	26	53
67	27	56
68	28	58
69	30	61
70	31	64
71	32	68
72	34	71
73	35	75
74	37	79
75	38	84
76	40	89
77	41	94
78	43	99
79	45	106
80	47	112
81	49	119
82	51	127
83	53	135
84	55	144
85	57	153
86	59	162
87	61	172
88	63	182
89	65	193
90	66	203
91	68	213
92	70	223
93	71	233
94	73	243
95	74	252
96	75	261
97	76	270
98	78	281
99	79	291
100	80	302

NOTE: As described on the preceding page, this chart applies to determine the Entrance Fee payable under the 50% and 90% Refund Options.

Monthly Charges*

The Monthly Charge covers the Living Accommodation and standard services described in Section I of the Residence and Care Agreement. The Monthly Charges for various types of Living Accommodations are as follows:

<u>Living Accommodation</u>	Effective through June 30, 2019		Effective July 1, 2019 and After (**)	
	<i>Single Standard Occupancy</i>	<i>Double Occupancy</i>	<i>Single Standard Occupancy</i>	<i>Double Occupancy</i>
Studio	\$2,485	\$3,807	\$2,557	\$3,917
Deluxe Studio	2,605	3,926	2,681	4,040
1 Bedroom	3,096	4,546	3,186	4,678
1 Bedroom Deluxe ^(A)	3,150	4,596	3,241	4,729
2 Bedroom	3,399	4,993	3,498	5,138
2 Bedroom Suite ^(B)	3,490	5,082	3,591	5,229
2 Bedroom Deluxe ^(C)	3,664	5,258	3,770	5,410
Cottage	3,686	5,427	3,793	5,584
Large Cottage	3,979	5,722	4,094	5,888
Large Cottage With Sun Room	3,979	5,722	4,094	5,888
2 Bedroom Villa (Plan A)	4,000	5,756	4,116	5,923
2 Bedroom Deluxe Villa (Plan B)	4,073	5,827	4,191	5,996
2 Bedroom with Den Villa (Plan C)	4,185	5,939	4,306	6,111
2 Bedroom with Den Deluxe Villa (Plan D)	4,222	5,977	4,344	6,150
Chartwell ^(D)	7,173	7,173	7,381	7,381
Large Cottage with Sunroom/Study and Garage ^(E)	4,252	6,006	4,375	6,180
<i>Expansion Project – Villas at Poplar Hill</i>				
1 Bedroom Deluxe Villa with Sunroom/Study (1.5 Bath) (Green)	3,490	5,082	3,591	5,229
2 Bedroom Villa with Porch or Balcony (2 Bath) (Blue)	3,990	5,746	4,106	5,913
2 Bedroom Villa with Sunroom/Study (2 Bath) (Red)	4,063	5,817	4,181	5,986
2 Bedroom Villa with Sunroom/Study and Balcony (2 Bath) (Yellow)	4,073	5,827	4,191	5,996

Additional Notes Regarding Monthly Charges:

- (*) In the event of any discrepancy between the Monthly Charges listed in the table above and those listed in Appendix K (Compilation of Financial Forecast) the table above takes precedence.
- (A) Currently not available. 1 Bedroom Deluxe will replace two Studio units if and when it is built.
- (B) 2 Bedroom Suite represents the combination of a Studio apartment and a 1 Bedroom apartment.
- (C) 2 Bedroom Deluxe represents the combination of a Deluxe Studio apartment and a 1 Bedroom apartment.
- (D) The Resident is responsible for the costs of all utilities for the Chartwell. The Pines will provide a monthly statement showing the total amount of fees and other charges owed by the Resident for heating, air conditioning, lights, water, sewer and electricity, which Resident shall pay pursuant to the terms of the Residence and Care Agreement. The Resident shall pay any costs for internet, telephone (other than basic local telephone service) and cable television services and installation directly to the utility provider. The Monthly Charge for Chartwell is the same for single and double occupancy.
- (E) The three Large Cottages with Sunroom/Study and Garage are expected to be complete in 2019. They are not a part of the Villas at Poplar Hill.
- (**) Figures provided above reflect charges effective for Residents who executed a Residence and Care Agreement after June 30, 2018.

For Residents who executed a Residence and Care Agreement before July 1, 2001, the Single Standard Occupancy charge effective for July 1, 2019 and after for 1 bedroom and larger Living Accommodations are as follows: 1 Bedroom – \$2,908; 1 Bedroom Deluxe – \$3,058; 2 Bedroom – \$3,213; 2 Bedroom Suite – \$3,312; 2 Bedroom Deluxe – \$3,486; Cottage – \$3,514; and Large Cottage with or without Sun Room – \$3,815. The Double Occupancy charges for July 1, 2001 and thereafter have not changed based on the date of the applicable Residence and Care Agreement.

For Residents who executed a Residence and Care Agreement after June 30, 2001 and before July 1, 2018, the Single Standard Occupancy charge effective for July 1, 2019 and after for the following units are: Studio – \$2,454; Deluxe Studio – \$2,577; 1 Bedroom – \$3,084; 1 Bedroom Deluxe – \$3,241; 2 Bedroom – \$3,394; 2 Bedroom Suite – \$3,488; 2 Bedroom Deluxe – \$3,668; Cottage – \$3,690; Large Cottage with or without Sun Room – \$3,991; 2 Bedroom Villa (Plan A) – \$4,013; 2 Bedroom Deluxe Villa (Plan B) – \$4,088; 2 Bedroom with Den Villa (Plan C) – \$4,204; and 2 Bedroom with Den Deluxe Villa (Plan D) – \$4,242.

For Residents who executed a Residence and Care Agreement after June 30, 2001 and before July 1, 2018, the Double Standard Occupancy charge effective for July 1, 2019 and after for the following units are: Studio – \$3,815; Deluxe Studio – \$3,937; 1 Bedroom – \$4,575; 1 Bedroom Deluxe – \$4,729; 2 Bedroom – \$5,035; 2 Bedroom Suite – \$5,127; 2 Bedroom Deluxe – \$5,308; Cottage – \$5,482; Large Cottage with or without Sun Room – \$5,786; 2 Bedroom Villa (Plan A) – \$5,821; 2 Bedroom Deluxe Villa (Plan B) – \$5,894; 2 Bedroom with Den Villa (Plan C) – \$6,008; and 2 Bedroom with Den Deluxe Villa (Plan D) – \$6,047.

Adjustment to Monthly Charge

The Monthly Charge is intended to meet the cost of debt service, insurance, maintenance, administration, staffing and other expenses associated with the establishment, operation and management of The Pines. Under the Residence and Care Agreement, The Pines has the authority to adjust the Monthly Charge from time to time as The Pines in its discretion deems necessary in order to reflect changes in the costs of providing the facilities, programs and services at The Pines consistent with operating on a sound financial basis and maintaining the high quality of services. The Pines may make any increases in the Monthly Charge or other charges upon 30 days' written notice to the Resident.

Charges for Occupancy in the Schramm Health Center

The Pines will establish and publish per diem rates and charges for accommodations and services in the Schramm Health Center.

If a Resident is transferred to the Schramm Health Center, the Resident will continue to pay the Monthly Charge equal to the same Monthly Charge associated with the Resident's Living Accommodation for the first 14 days' occupancy (whether or not consecutive) in the Schramm Health Center each calendar year. For such 14 days, the Resident will not be required to pay a per diem (daily) charge for occupancy in the Schramm Health Center, and the cost of one meal per day will be included in the Monthly Charge; however, the Resident must pay for additional meals or other services not normally covered by the Monthly Charge or by the per diem charge for occupants of the Schramm Health Center. Credit for any unused portion of the 14 days per year may not be carried forward to successive years.

In the event that a Resident shall occupy an accommodation in the Schramm Health Center for more than 14 days in any calendar year, then upon the expiration of such 14 days, the Resident shall thereafter in such year and in any year thereafter pay the amount of the published per diem rate for the Schramm Health Center accommodation occupied by the Resident, plus charges for other services not included in such per diem rate.

If the Resident shall continue to occupy an accommodation in the Schramm Health Center for more than 30 days within any 90 day period following the use of the last of such 14 days, the Resident shall have the option of surrendering the Living Accommodation (if formerly occupied by the Resident as single occupant) or continuing to pay the Monthly Charge associated with such Living Accommodation in addition to the per diem charge for the Schramm Health Center accommodation occupied by the Resident.

The current per diem rates for Residents in the Schramm Health Center are as follows:

<u>Type of Schramm Health Center Accommodation</u>	<u>Per Diem Rate Effective Through June 30, 2019</u>	<u>Per Diem Rate Effective July 1, 2019 (*)</u>
Assisted Living Unit	\$178.97	\$184.16
Intermediate nursing-private	\$256.87	\$264.32
Skilled nursing-private	\$256.87	\$264.32

In the event one of two Residents occupying a Living Accommodation is transferred to the Schramm Health Center, the Resident remaining in the Living Accommodation pays the Monthly Charge associated with such Living Accommodation based on single occupancy.

- (*) Figures provided above reflect charges effective for Residents who executed a Residence and Care Agreement on or after July 1, 2018. For Residents who executed a Residence and Care Agreement after June 30, 2017 and before July 1, 2018, per diem rates effective July 1, 2019 are as follows: Assisted Living Unit - \$180.77; Intermediate nursing-private - \$260.93; and Skilled nursing - private - \$260.93. For Residents who executed a Residence and Care Agreement before July 1, 2017, per diem rates effective July 1, 2019 are as follows: Assisted Living Unit - \$153.66; Intermediate nursing - private - \$221.80; and Skilled nursing - private - \$221.80.

Changes in Charges Since 2014

Increases in monthly and per diem charges at The Pines since 2014 are shown in chart form horizontally on the following page:

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Independent Living Unit	INCREASES IN MONTHLY CHARGES											
	7/1/14-6/30/15		7/1/15-6/30/16		7/1/16-6/30/17		7/1/17-6/30/18		7/1/18-6/30/19		7/1/19-After(*)	
	Single	Double	Single	Double	Single	Double	Single	Double	Single	Double	Single	Double
Studio	\$ 2,104	\$N/A	\$ 2,165	\$ 3,379	\$ 2,228	\$ -	\$2,318	\$3,603	\$2,485	\$3,807	\$2,557	\$3,917
Deluxe Studio	2,211	3,390	2,275	3,488	2,341	3,589	2,434	3,718	2,605	3,926	2,681	4,040
1 Bedroom	2,650	3,943	2,727	4,057	2,806	4,175	2,912	4,321	3,096	4,546	3,186	4,678
1 Bedroom Deluxe (1)	2,786	4,076	2,867	4,194	2,950	4,316	3,061	4,466	3,150	4,596	3,241	4,729
2 Bedroom	2,919	4,341	3,004	4,467	3,091	4,597	3,206	4,755	3,399	4,993	3,498	5,138
2 Bedroom Suite (2)	3,000	4,421	3,087	4,549	3,177	4,681	3,294	4,842	3,490	5,082	3,591	5,229
2 Bedroom Deluxe (3)	3,156	4,577	3,248	4,710	3,342	4,847	3,464	5,013	3,664	5,258	3,770	5,410
Cottage	3,175	4,729	3,267	4,866	3,362	5,007	3,485	5,177	3,686	5,427	3,793	5,584
Large Cottage with or without Sun Room	3,436	4,992	3,536	5,137	3,639	5,286	3,770	5,464	3,979	5,722	4,094	5,888
2 Bedroom Villa (Plan A)	3,456	5,022	3,556	5,168	3,659	5,318	3,790	5,497	4,000	5,756	4,116	5,923
2 Bedroom Deluxe Villa (Plan B)	3,521	5,086	3,623	5,233	3,728	5,385	3,861	5,566	4,073	5,827	4,191	5,996
2 Bedroom with Den Villa (Plan C)	3,621	5,185	3,726	5,335	3,834	5,490	3,970	5,674	4,185	5,939	4,306	6,111
2 Bedroom with Den Deluxe Villa (Plan D)	3,654	5,219	3,760	5,370	3,869	5,526	4,006	5,711	4,222	5,977	4,344	6,150
1 Bedroom Deluxe Villa (Green)	N/A	N/A	N/A	N/A	N/A	N/A	3,294	4,842	3,490	5,082	3,591	5,229
2 Bedroom Villa (Blue)	N/A	N/A	N/A	N/A	N/A	N/A	3,780	5,487	3,990	5,746	4,106	5,913
2 Bedroom Villa (Red)	N/A	N/A	N/A	N/A	N/A	N/A	3,851	5,556	4,063	5,817	4,181	5,986
2 Bedroom Villa (Yellow)	N/A	N/A	N/A	N/A	N/A	N/A	3,861	5,566	4,073	5,827	4,191	5,996
Large Cottage with Sunroom/Study and Garage	N/A	N/A	N/A	N/A	N/A	N/A	4,035	5,740	4,252	6,006	4,375	6,180
Chartwell (4)/5	N/A	N/A	5,000	5,500	\$ 6,750	\$ 6,750	\$6,971	\$6,971	\$7,173	\$7,173	\$7,381	\$7,381
Weighted Average Increase over prior year (6)	\$81	\$40	\$89	\$41	\$87	\$41	\$116	\$43	\$196	\$45	\$102	\$46
% Increase	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	3.70%	3.40%	5.90%	4.90%	2.90%	2.90%

- (1) Currently not available. 1 Bedroom Deluxe will replace two Studio units if and when it is built.
- (2) 2 Bedroom Suite represents the combination of a Studio unit and a 1 Bedroom apartment.
- (3) 2 Bedroom Deluxe represents the combination of a Deluxe Studio unit and a 1 Bedroom apartment.
- (4) The Resident is responsible for the costs of all utilities for Chartwell. The Pines, at its discretion, will provide a monthly statement showing the total amount of fees and other charges owed by the Resident for heating, air conditioning, lights, water, sewer and electricity, which Resident shall pay pursuant to the terms of the Residence and Care Agreement. The Resident shall pay any costs for internet, telephone (other than basic local telephone service) and cable television services and installation directly to the utility provider.
- (5) Effective March 21, 2017, the Monthly Charge for Chartwell is the same for single and double occupancy.
- (6) Effective as of July 1, 2017, the \$25 monthly charge for basic local telephone service, which was formerly billed as a separate charge, is included in the Monthly Charge. Disregarding the increase due to this change in billing practices, the weighted average increase over prior year would be \$91 for single occupancy and \$43 for double occupancy, and the percentage increase would be 2.9% for both single and double occupancy.

Effective as of July 1, 2018, the Monthly Charge includes a one-time monthly charge of \$100 for Residents who executed a Residence & Care Agreement on or after July 1, 2018. Disregarding the one-time increase of \$100 in the Monthly Charge, the weighted average increase over prior year would be \$110 for single occupancy and \$30 for double occupancy, and the percentage increase would be 2.9% for both single and double occupancy.

(*) Figures provided above reflect charges effective for Residents who executed a Residence and Care Agreement after June 30, 2018.

For Residents who executed a Residence and Care Agreement before July 1, 2001, the Single Standard Occupancy charge effective for July 1, 2019 and after for 1 bedroom and larger Living Accommodations are as follows: 1 Bedroom – \$2,908; 1 Bedroom Deluxe – \$3,058; 2 Bedroom – \$3,213; 2 Bedroom Suite – \$3,312; 2 Bedroom Deluxe – \$3,486; Cottage – \$3,514; and Large Cottage with or without Sun Room – \$3,815. The Double Occupancy charges for July 1, 2001 and thereafter have not changed based on the date of the applicable Residence and Care Agreement.

For Residents who executed a Residence and Care Agreement after June 30, 2001 and before July 1, 2018, the Single Standard Occupancy charge effective for July 1, 2019 and after for the following units are: Studio – \$2,454; Deluxe Studio – \$2,577; 1 Bedroom – \$3,084; 1 Bedroom Deluxe – \$3,241; 2 Bedroom – \$3,394; 2 Bedroom Suite – \$3,488; 2 Bedroom Deluxe – \$3,668; Cottage – \$3,690; Large Cottage with or without Sun Room – \$3,991; 2 Bedroom Villa (Plan A) – \$4,013; 2 Bedroom Deluxe Villa (Plan B) – \$4,088; 2 Bedroom with Den Villa (Plan C) – \$4,204; and 2 Bedroom with Den Deluxe Villa (Plan D) – \$4,242.

For Residents who executed a Residence and Care Agreement after June 30, 2001 and before July 1, 2018, the Double Standard Occupancy charge effective for July 1, 2019 and after for the following units are: Studio – \$3,815; Deluxe Studio – \$3,937; 1 Bedroom – \$4,575; 1 Bedroom Deluxe – \$4,729; 2 Bedroom – \$5,035; 2 Bedroom Suite – \$5,127; 2 Bedroom Deluxe – \$5,308; Cottage – \$5,482; Large Cottage with or without Sun Room – \$5,786; 2 Bedroom Villa (Plan A) – \$5,821; 2 Bedroom Deluxe Villa (Plan B) – \$5,894; 2 Bedroom with Den Villa (Plan C) – \$6,008; and 2 Bedroom with Den Deluxe Villa (Plan D) – \$6,047.

INCREASES IN PER DIEM (DAILY) CHARGES

<u>Schramm Health Center</u>	<u>7/1/14 to 6/30/15</u>	<u>7/1/15 to 6/30/16</u>	<u>7/1/16 to 6/30/17</u>	<u>7/1/17 to 6/30/18</u>	<u>7/1/18 to 6/30/19</u>	<u>7/1/19 and after (*)</u>
<u>Accommodations</u>						
Assisted	\$ 154.90	\$ 159.93	\$164.57	\$170.73	\$178.97	\$184.16
ICF-Private	223.90	231.18	237.88	\$246.43	\$256.87	\$264.32
SNF-Private	223.90	231.18	237.88	\$246.43	\$256.87	\$264.32
<u>Average Increase over Prior Year</u>						
Assisted	\$ 5.60	\$ 5.03	\$4.64	\$6.16	\$8.24	\$5.19
ICF-Private	8.10	7.28	6.70	8.55	10.44	\$7.45
SNF-Private	8.10	7.28	6.70	8.55	10.44	\$7.45

- (*) Figures provided above reflect charges effective for Residents who executed a Residence and Care Agreement on or after July 1, 2018. For Residents who executed a Residence and Care Agreement after June 30, 2017 and before July 1, 2018, per diem rates effective July 1, 2019 are as follows: Assisted Living Unit – \$180.77; Intermediate nursing – private – \$260.93; and Skilled nursing – private – \$260.93. For Residents who executed a Residence and Care Agreement before July 1, 2017, per diem rates effective July 1, 2019 are as follows: Assisted Living Unit – \$153.66; Intermediate nursing – private – \$221.80; and Skilled nursing – private – \$221.80.

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FUTURE RESIDENCY AGREEMENT

A prospective Resident (a "Future Resident") may reserve a priority position on The Pines' waiting list for occupancy at some time in the future by entering into a Future Residency Agreement (a "Future Residency Agreement"), the current version of which is attached hereto as Appendix E. A prospective Future Resident is required to submit an Application for Admission, a Personal Health History and a Confidential Financial Statement within 30 days of executing a Future Residency Agreement. A non-interest bearing deposit of one thousand dollars (\$1,000) is required of all Future Residents and will be credited toward the entrance fees due by the Future Resident at the time of occupancy, as outlined in the Residence and Care Agreement.

The Future Residency Agreement provides that upon notification by The Pines that a Living Accommodation of the type selected by the Future Resident will be available for occupancy, the Future Resident will have three days to accept such Living Accommodation. When the Future Resident accepts a Living Accommodation, the Future Resident and The Pines will enter into the form of Residence and Care Agreement in effect at the time of such acceptance. The Future Resident may reject any offer by The Pines to take occupancy without losing the Future Resident's priority on The Pines' waiting list. The right to reserve Living Accommodations becoming available for occupancy will be alternated between Residents occupying Living Accommodations at The Pines who wish to transfer to another Living Accommodation, on one hand, and Future Residents who have executed a Future Residency Agreement with The Pines, on the other hand. Notwithstanding The Pines' policy to alternate the right to reserve Living Accommodations becoming available for occupancy between those Residents who wish to transfer to another Living Accommodation and Future Residents entering The Pines, Residents will have priority over all non-Residents, including Future Residents, in transferring to another Living Accommodation becoming available in the following circumstances:

- a. transfers due to medical necessity as determined by the Medical Director and the Executive Director of the Corporation;
- b. transfers to a same size or smaller Living Accommodation; and
- c. when two Living Accommodations (one of which is vacant) are combined, the Resident occupying one of the Living Accommodations will have priority in reserving the combined Living Accommodation.

The Pines also reserves the right to fill, in its sole discretion and without regard to the waiting list, up to five vacancies in Living Accommodations each year, none of which will be of the same unit type. It is expected that exercise of this option by The Pines will be rare.

The Future Residency Agreement entitles the Future Resident to certain privileges at The Pines with prior reservations and at established rates, including meals in The Pines' dining room, use of the common areas within The Pines and participation in planned programs provided by The Pines.

The Future Resident may terminate the Future Residency Agreement for any reason prior to occupancy by giving written notice to The Pines. The Future Resident will receive a refund of the full amount of the \$1,000 deposit upon such termination. The Pines may terminate the Future Residency Agreement at any time if there is a material misrepresentation or omission in the documents submitted by the Future Resident in connection with the Future Residency Agreement. The Pines may also terminate the Future Residency Agreement if the Future Resident does not meet the admission criteria set by the Board of Directors, in which event the full amount of the \$1,000 deposit is refundable.

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EARLY RESERVATION AGREEMENT

The Pines has determined that there may be persons who are younger than the typical Future Resident who wish to obtain a priority position on The Pines' waiting list. A prospective Resident under the age of seventy (an "Early Reserver") may reserve a priority position on The Pines' waiting list without completing a Future Residency Agreement by signing an Early Reservation Agreement (an "Early Reservation Agreement"), the current version of which is attached hereto as Appendix F. An Early Reserver must pay a one hundred dollar (\$100) non-refundable fee.

The Early Reservation Agreement does not entitle the Early Reserver to any current privileges at The Pines; it merely places the Early Reserver on the waiting list so that he or she has a better opportunity to have a Living Accommodation available when the Early Reserver may be ready to occupy it.

Under the Early Reservation Agreement, within a year of turning seventy years old, the Early Reserver must sign a Future Residency Agreement and comply with the application procedures contained therein, including making a reservation deposit. The Early Reserver will forfeit his or her position on the waiting list if he or she fails to do so.

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FINANCIAL INFORMATION

Financial Overview

An overview of the financial results of The Pines' operation is contained in the audited financial statements, the unaudited interim financial statements and the projected financial statements.

Financial Statements

Audited financial statements for The Pines as of December 31, 2018 are attached as Appendix G. Unaudited interim financial statements for The Pines as of March 31, 2019 are attached hereto as Appendix H.

Explanation of Material Differences

Appendix I contains an explanation of the material differences between (a) the forecast statements of projected revenue and expenses and cash flows of The Pines for 2018 contained as a part of the Disclosure Statement dated May 30, 2018 filed with the North Carolina Department of Insurance and (b) the actual results of operations for 2018 as shown in the audited financial statements of The Pines contained as a part of Appendix G attached hereto.

Projected Financial Statements

Projected financial statements for the next five fiscal years compiled by an independent certified public accountant, including a balance sheet, a statement of operations and a statement of cash flows, are attached as Appendix K. These projected financial statements are based on information available to the accountants as of May 28, 2019 and have not been updated to reflect revised cost projections or the revised Entrance Fees and Monthly Charges contained in this Disclosure Statement.

Actuarial Study

From time to time The Pines engages an actuary to perform an actuarial study to estimate the capacity of The Pines to meet its contractual obligations to its Residents. A Statement of Actuarial Opinion prepared by an actuarial firm dated April 30, 2015 regarding the condition of The Pines as of December 31, 2014 is attached as Appendix J.

Operating Reserve Requirement

Section 58-64-33 of the North Carolina General Statutes requires continuing care retirement communities to establish operating reserves equal to a certain percentage (based upon maintenance of occupancy levels) of total operating costs projected in projected

financial statements for the following 12-month periods. The projected operating reserve as of December 31 for 2018, 2019, 2020, 2021, 2022 and 2023:

	2018	2019	2020	2021	2022	2023
Operating Expenses	\$ 21,168	\$ 22,001	\$ 27,808	\$ 29,565	\$ 30,255	\$ 31,034
Add: Principal Payments	1,235	1,165	1,200	1,230	1,270	1,305
Add: Principal Payments Project Debt	-	-	11,980	80	80	80
Total Operating Expenses	\$ 22,403	\$ 23,166	\$ 40,988	\$ 30,875	\$ 31,605	\$ 32,419
Less: Depreciation & Amortization Expense	(3,533)	(3,015)	(4,269)	(4,838)	(4,916)	(5,072)
Debt Service Reserve Fund	(106)	-	-	-	-	-
Debt to be paid from Entrance Fees	-	-	(11,905)	-	-	-
Total Adjusted Expenses	18,764	20,151	24,814	26,037	26,689	27,347
Required Reserve (A)	25%	25%	50%	25%	25%	25%
Required Operating Reserve at December 31	\$ 4,691	\$ 5,038	\$ 12,407	\$ 6,509	\$ 6,672	\$ 6,837

Note: (A) The requirement to maintain operating reserves at this percentage of total projected expenses (less depreciation and amortization expenses and bond interest expense) is based on the maintenance of occupancy of not less than 90% in fiscal years 2019 through 2023 (except in fiscal year 2020).

Operating Reserve Section 58-64-33 of the General Statutes of North Carolina, as amended, requires that all continuing care facilities maintain operating reserves equal to 50 percent of the total operating costs (as defined in Section 58-64-33) (or 25 percent of the total operating costs if such facilities maintain an occupancy level in excess of 90 percent and the North Carolina Commissioner of Insurance so approves) forecasted for the 12 month period following the period covered by the most recent annual statement filed with the North Carolina Department of Insurance. Such operating reserves may only be released upon approval of the North Carolina Commissioner of Insurance. The Pines operating reserve is comprised of long term investments presently invested in U.S. Treasury Notes. As indicated in the audited financial statements attached as Appendix G hereto, the amount of the operating reserve for 2018 was \$4,691,000. The 2018 operating reserve is fully funded. To the extent the operating reserve requirement increases in future years the remaining amount needed to comply with the operating reserve requirement will be funded out of long-term investments and/or board designated funds, which are presently on hand.

Investment policy regarding the funds held by The Pines as operating reserves is established by the Finance Committee of the Board of Directors. Mr. Steven H. Jewell, who serves as President and Executive Director for The Pines, and Mr. David C. Rainey, who serves as Vice President and Director of Financial Services for The Pines, make the day-to-day decisions necessary to implement the investment policy established by the Finance Committee regarding investment of the operating reserves. The respective backgrounds and experience of Mr. Jewell and Mr. Rainey are summarized under the heading "Management Staff." The Pines' operating reserves are also discussed in the Statement of Actuarial Opinion attached as Appendix J under the headings "Cash and Investments Whose Use Is Limited" and "Board Designated Funds".

Benefits of Charitable Giving

The Pines at Davidson, Inc. is a non-profit charitable organization which is tax exempt pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986. Gifts and

bequests to The Pines are deductible for income, gift and estate tax purposes, subject to applicable statutory limitations. The Pines and its Residents have benefited from an active fund raising effort since the inception of The Pines. Members and friends of Davidson College Presbyterian Church provided the initial funding in gifts and pledges that helped to establish The Pines in the early 1980s. As of December 31, 2018, The Pines had received gifts in the amount of \$1,520,000 and \$441,000 in pledges, for a total amount of \$1,961,000 in gifts and pledges for the Expansion Project.

It is the practice of The Pines to keep all of its constituents apprised of current events at The Pines as well as various charitable giving opportunities that may be available. Such communication may include newsletters, bulletins, letters and personal visits. Constituents include directors, employees, Residents and their families, future Residents, vendors, foundations and other friends of The Pines. While not everyone will be able or interested in providing charitable gifts to The Pines, communication of these opportunities will be made available to everyone. Giving opportunities at The Pines include but are not limited to strengthening the Resident Support Fund, the Landscape Fund and Wellness Program.

Tax Consequences

NO INFORMATION IS PROVIDED HEREIN WITH RESPECT TO THE TAX CONSEQUENCES OF ENTERING INTO A RESIDENCE AND CARE AGREEMENT UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS. THE DECISION BY A RESIDENT TO ENTER INTO A RESIDENCE AND CARE AGREEMENT MAY HAVE MATERIAL TAX CONSEQUENCES TO THE RESIDENT. EACH RESIDENT IS URGED TO CONSULT HIS OR HER OWN TAX ADVISOR WITH RESPECT TO ANY TAX CONSEQUENCES OF ENTERING INTO A RESIDENCE AND CARE AGREEMENT.

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HISTORY OF FACILITY DEVELOPMENT

Construction of the facilities at The Pines began in January 1987. Construction of the original 171 units in the central building, the Schramm Health Center and 12 of the detached cottage units was completed in 1988. Construction of the remaining 32 detached cottage units was completed over a period of years: 14 completed in 1989; 10 completed in 1993; eight completed in 1997. Beginning in 1992, The Pines began combining Studio or Deluxe Studio apartments in the central building with one bedroom apartments to create larger apartments, which are in greater demand. This has reduced the total number of units in the central building to 157. From time to time The Pines may combine apartments to create additional larger units.

The facilities were designed by the architectural and engineering firm of Sherertz, Franklin, Crawford, Shaffner (now SFCS) of Roanoke, Virginia, recognized as a leader in designing projects for the elderly. Rodgers Builders, Inc. of Charlotte, North Carolina was the general contractor for the major portion of the facilities, with John Crosland Company serving as contractor for the first 26 detached cottages, Shelco, Inc. serving as contractor for the next 10 detached cottages, and Brotherton Construction serving as contractor for the eight detached cottages completed in 1997.

In March 2008 The Pines completed an expansion of its physical facilities that included but was not limited to the following: the improvement and expansion of the dining room, kitchen, Davidson Room, Library and crafts room; the conversion of eight semi-private nursing beds to private; the addition of 10 new private Assisted Living beds; the addition of four new private Nursing beds, net of the conversion of all eight existing semi-private beds to private beds; and the addition of two new apartment buildings each containing 12 two-bedroom or two-bedroom with den independent living apartments, with covered parking (for a total of 24 apartments). The 24 apartments completed in 2008 are called the Villas of Laurel Ridge.

In 2014, The Pines purchased 31 additional acres at 200 Avinger Lane, which contain Chartwell. On June 23, 2014, the Town of Davidson Planning Department issued a Zoning Verification Letter, which verified that Chartwell may be used as a residence for a Resident who has entered into a Residence and Care Agreement with The Pines.

On January 1, 2015, The Pines completed the construction of two new apartment buildings each containing 12 two-bedroom or two-bedroom with den independent living apartments, with covered parking (for a total of 24 apartments, collectively referred to herein as the "Villas at Hickory Crest"), which are located in the wooded area behind cottages 401-404 and across the street from cottages 414, 416, 417 and 418.

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FUTURE IMPROVEMENTS AND ADDITIONS

In 2017, The Pines completed a strategic planning process that will result in a number of improvements and additions to the campus. The planned improvements have been shaped by an extensive study of the preferences of The Pines' current and future Residents and a close examination of trends in retirement communities. Construction for these improvements commenced in January 2019 and is estimated to be completed by late 2020. These planned improvements are described below and are collectively referred to herein as the "Expansion Project".

In addition to the Expansion Project, The Pines will build three single-family cottages, which will be located on Kimbrough Circle across the street from cottages 414, 415, 416, 417 and 418.

Independent Living

The Pines will expand its options for independent living by building two new villa apartment buildings, which will be known as the "Villas at Poplar Hill". The two new villa apartment buildings will provide a total of 38 new independent living residences, which will include both one-bedroom and two-bedroom villa apartments featuring open floor plans, nine-foot ceilings, large windows, walk-in closets and porches or balconies. The villa apartment buildings will be four stories in height over basement parking and will be located near the front of the Jetton Community Center (near what is currently the employee parking lot). The floor plans for the Villas at Poplar Hill, including those of the Living Accommodation, may be subject to minor modifications as the architectural drawings are completed. Basement parking or detached covered parking for the Villas at Poplar Hill may not be available.

A copy of the Addendum to the Residence and Care Agreement relating to the Villas at Poplar Hill is attached hereto as Appendix A-2.

Nursing Neighborhoods

The Pines will undertake a renovation and partial replacement of the Hidell Nursing Unit, moving from its current hospital-like design with long corridors to a residential neighborhood plan. Ultimately, the Hidell Nursing Unit will consist of four neighborhoods: the current Purcell Memory Support neighborhood with its 16 existing private rooms; a nursing neighborhood comprised of 19 existing private rooms; and two new state-of-the-art nursing neighborhoods, each with 20 new private rooms. Each of the four nursing neighborhoods will include private rooms clustered near a common kitchen, dining and community space for resident activities and socializing.

This updated neighborhood design will enable Residents to benefit from a smaller, more intimate sense of community, enhancing their quality of life by encouraging more activity and greater engagement. Additionally, the 40 new private rooms will offer more square footage, larger windows providing more natural light, private showers, built-in cabinets and personal-sized refrigerators and microwaves so that each room becomes a comfortable residence.

Following completion of these improvements, The Pines will have a total of 75 Nursing Facility Beds offering intermediate and skilled nursing care. The Pines already has a Certificate of Need for 51 Nursing Facility Beds and has applied for a Certificate of Need for the additional 24 Nursing Facility Beds that are included in the planned improvements.

Dining

Dining is central to community life at The Pines. Current and future Residents seek relaxed, more varied and, at times, quicker dining options. While retaining its traditional waited table service dining, The Pines will reconfigure portions of the Jetton Community Center to create three exciting new dining venues:

1. A market-place styled café where fresh food is ordered and prepared to Residents' specifications from a variety of popular stations, such as an open-hearth oven (e.g., pizza, cedar plank salmon, casseroles), Asian wok, Chef's Exhibition station (e.g., omelets, hand-carved meats, custom pastas), Char Grille, Rotisserie oven (e.g., chicken, ribs, turkey), hand-crafted salad bar, in-house bakery and dessert café;
2. A pub offering light meals and adult beverages; and
3. A coffee and ice cream kiosk for snacks and prepared items that can be purchased to "grab and go."

To make these dining changes possible, the existing Davidson Room will be repurposed for dining use and a large replacement gathering room will be added at the back of the Jetton Community Center. The new Davidson Room will be equipped with partitions enabling concurrent events to be held when demand is high. The new Davidson Room will include a multi-purpose space on the lower level. By creating flexible space, The Pines will be able to meet the diverse preferences of active Residents while maintaining the intimate feel of the community.

Wellness

Wellness has always been an important part of life at The Pines. A new fitness area, attached to the current Wellness Wing, will provide an attractive setting for additional strength and cardio fitness equipment. The multi-purpose space in the lower level of the new Davidson Room will provide space for exercise classes. Additional space will also be added to the current Wellness Clinic.

Second Entrance and Parking

The Pines will add a second entrance at the front of the campus (by extending Avinger Lane by approximately 750 feet) and additional parking near the Schramm Health Center and Jetton Community Center.

Financing for Expansion Project

The Expansion Project is being financed through a combination of sources: tax-exempt debt, entrance fees collected in connection with the Villas at Poplar Hill and equity raised primarily from charitable gifts and pledges to The Pines. Approximately \$1,961,000 in charitable gifts and pledges have been received for this purpose as of December 31, 2018. Such gifts and pledges exclude revocable deferred gifts.

Construction

As with any major development project, construction for the Expansion Project at times may lead to inconvenience and create certain nuisances for Residents, but The Pines is committed to minimizing disruptions and completing work on these improvements as quickly as possible.

Potential Future Projects – Not Currently Planned

In connection with the strategic planning process, The Pines received approval from the Town of Davidson for an Amended Master Plan. The Amended Master Plan is forward-looking and permits The Pines to make improvements and additions beyond those that are currently planned.

The Amended Master Plan permits the construction of up to six new villa buildings that would contain up to a combined 48 additional independent living residences. Three of these villa buildings would be located in the approximate location of cottages 409, 410, 411, 412, 423, 424, 425 and 426 ("Buildings 3, 4 and 5"), and the remaining three villa buildings would be located in the approximate location of cottages 437, 438, 439, 440, 441, 442, 443 and 444 ("Buildings 6, 7 and 8"). Construction would require removal of the existing cottages that are located in the planned location of these new villa buildings. Buildings 3, 4 and 5 may be up to five stories in height, and Buildings 6, 7 and 8 may be up to four stories in height (with an additional fifth story permitted if certain conditions are met). The Pines does not currently have plans for construction of any of these six new villa buildings.

The Amended Master Plan also permits the construction of additions to the Hidell Nursing Unit and the Assisted Living Unit, each of which may be up to three stories in height. Following these additions, The Pines would be permitted to operate up to 120 Nursing Facility Beds in the Hidell Nursing Unit (including the 75 Nursing Facility Beds that are currently planned) and up to 52 Adult Care Home Beds in the Assisted Living Unit. The Pines would be required to apply for and obtain an additional Certificate of Need in connection with these improvements. The Pines does not currently have plans to construct additions to the Hidell Nursing Unit or the Assisted Living Unit, except for the planned additions to the Hidell Nursing Unit previously described. Finally, the Amended Master Plan permits The Pines to construct space for a common area on the front of the existing Jetton Community Center, as well as an additional maintenance building. The Pines does not currently have plans for either of these improvements.

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MANDATORY ARBITRATION

Arbitration is a process of dispute resolution that can be used in place of the traditional state or federal court system. Instead of a judge and/or jury determining the outcome of a dispute, a neutral third party or parties (known as the arbitrators) are selected by the parties to the dispute to make a decision, which is binding on both sides. Typically, the decision of the arbitrators is final and not subject to appeal. Arbitration is a private process, protecting the confidentiality interests of all parties. In addition, because there are no long court dockets to deal with, disputes are usually resolved much more quickly in arbitration. The arbitrator or arbitrators will hear both sides of the dispute and render a decision based on law, fairness, common sense and the rules established by the parties' agreement.

The Pines has selected Mandatory Arbitration for inclusion in the Residence and Care Agreement in order to resolve health care-related and personal injury claims and disputes, with the goal of reducing the time, formalities and costs of resolving them. The normal judicial process is available for all other claims and disputes.

The Residence and Care Agreement provides that any claim or dispute arising out of or related to the provision of medical or mental health care services to the Resident by The Pines and any claim or dispute arising out of or related to any physical, psychological or emotional injury experienced by the Resident which the Resident claims was the result in whole or in part of any service provided by, or act or omission of, The Pines under the terms of the agreement to arbitrate, regardless of how any such claim or dispute may be characterized and whether any such claim or dispute sounds in contract or tort or is based upon statutory right, shall be subject to final and binding arbitration as provided in the agreement to arbitrate and shall not be the subject of a lawsuit or resort to judicial process except to the extent that applicable law provides for judicial review of arbitration proceedings or the judicial enforcement of arbitration agreements and awards. However, the agreement to arbitrate in the Residence and Care Agreement shall not limit the Resident's right to file a grievance or complaint, formal or informal, with The Pines or any appropriate state or federal agency. The Residence and Care Agreement also provides that any claim or dispute arising between the parties that is not subject to the agreement to arbitrate may be heard by a court of competent jurisdiction in Mecklenburg County, North Carolina.

Reference is made to the agreement to arbitrate set out in full in Article X of the Residence and Care Agreement, a copy of which is attached as Appendix A-1.

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AGREEMENTS

The current versions of agreements with Residents are attached as follows:

<u>Appendix</u>	<u>Agreement</u>
A-1	Residence and Care Agreement
A-2	Addendum to Residence and Care Agreement Relating to the Villas at Poplar Hill
B	Addendum to Residence and Care Agreement Relating to Long Term Direct Admission to Schramm Health Center
C	Addendum to Residence and Care Agreement Relating to Pets
D	Pool Use Agreement
E	Future Residency Agreement
F	Early Reservation Agreement

RESIDENCE AND CARE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between The Pines at Davidson, Inc., a North Carolina nonprofit corporation, hereinafter called the "Corporation" and _____, hereinafter called "Resident" (if husband and wife, or two other persons enter into this Agreement, the word "Resident" shall apply to them collectively unless the context otherwise requires).

WHEREAS, the Corporation has developed a continuing care retirement community located at 400 Avinger Lane in Davidson, North Carolina, known as "The Pines at Davidson", hereinafter referred to as "The Pines"; and

WHEREAS, Resident is desirous of becoming a resident of The Pines and to use and enjoy the facilities, programs and services provided by the Corporation subject to the terms and conditions of the Agreement;

NOW, THEREFORE, Resident and the Corporation agree as follows:

I. ACCOMMODATIONS AND SERVICES

Subject to the terms and conditions set forth in this Agreement, the Corporation agrees to provide the Resident the living accommodations, services and programs at The Pines described as follows:

- A. Living Accommodation. Unit number _____, a _____ type of living accommodation, located _____ in The Pines (hereinafter referred to as the "Living Accommodation"). Resident has the exclusive right to occupy and use the Living Accommodation subject to the terms and conditions set forth in this Agreement. Resident, with the prior written consent of the Corporation and subject to the terms and conditions of this Agreement, may from time to time transfer from one Living Accommodation in The Pines to another. In the event of such a transfer, the reference to the "Living Accommodation" designated above shall be automatically amended to reflect such a transfer.
- B. Utilities. The Corporation will furnish basic local telephone service, heating, air conditioning, lights, water, sewer, electricity and trash removal. The Resident is responsible for any internet and cable television installation and service charges and for charges associated with any additional telephone expenses, such as long-distance calls and directory assistance. The Corporation reserves the right to discontinue providing local telephone service.

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- C. **Furnishings.** The Corporation will provide wall-to-wall carpeting in the Living Accommodation, emergency signal equipment, and other fixtures and appliances as described in the literature published by the Corporation regarding The Pines. All other furniture and furnishings for the Living Accommodation shall be provided by the Resident.
- D. **Meals.** The Corporation will make meals available to the Resident as follows:
1. **Independent Living Residents.** The Corporation will make available three (3) nutritionally well-balanced meals each day to Independent Living Residents (i.e., Residents not residing in the Schramm Health Center) and which will be served in communal dining areas, which can be selected by the Resident pursuant to the terms of the Corporation's Choice Meal Plan (the "Choice Plan"). The cost of the Choice Plan is included in the Monthly Charge. The Choice Plan provides each Resident with a pre-set balance each quarter (or, at the discretion of The Pines, for a period of time not greater than a quarter of a calendar year) to purchase à la carte meals at the current meal prices published to Residents. The Choice Plan does not apply to the purchase of alcohol, catering, guest meals, or non-food sundry items (e.g., tissues, batteries), even though such items may be available for purchase in the Café. Due to inventory limitations, the volume of purchases of pre-packaged products such as bottled drinks, pre-packaged crackers, candy bars, and the like may be restricted. The pre-set balance may be used at any time during the quarter (or other period) but may not be carried over from one quarter (or other period) to another. Any purchases over the pre-set balance in the period, unless paid for separately, will be charged to the Resident's account and billed the following month. Tray service and meals containing substitute or special diets will be provided when approved by the Corporation. An extra charge may be made for special diets and for tray service. The Choice Plan is subject to change from time to time (including but not limited to the amount of the pre-set balance and à la carte pricing) and will be published to those participating.
 2. **Residents Residing in the Schramm Health Center.** The Corporation will make available three (3) nutritionally well-balanced meals each day to Residents residing in the Schramm Health Center. The cost of these meals is included in the published per diem rate as described in Paragraph II E. (For Residents who are within their first 14 days of occupancy in the Schramm Health Center (as such 14 days are described in Paragraph II E), the cost of one (1) of the three (3) meals is included in the Monthly Charge; the cost of the other two (2) meals will be charged to the Resident's account and billed the following month.) The cost of additional meals taken by the Resident will be paid

for by the Resident and billed on a monthly basis. Independent Living residents who transfer temporarily to the Schramm Health Center will have their pre-set balance reduced in proportion to the number of days they reside in the Schramm Health Center. Tray service and meals containing substitute or special diets will be provided when approved by the Corporation. An extra charge may be made for special diets and for tray service.

- E. Housekeeping Services. The Corporation agrees to maintain the Living Accommodation by providing regular housekeeping services including vacuum cleaning, dusting, cleaning of baths and kitchens, and trash removal.
- F. Laundry. The Corporation will provide, change and launder the Resident's bed and bath linens on a regular basis. Convenient laundry facilities will be provided free of charge for personal laundry.
- G. Maintenance and Repairs. The Corporation will maintain and keep in repair the improvements, furnishings and equipment owned by the Corporation. The Resident will be responsible for the cost of repairing any damage to property of the Corporation caused by the negligence of the Resident or any guest of the Resident, ordinary wear and tear excepted. The Resident will be responsible for the cost of any special cleaning and repair required by reason of smoking within the Resident's Living Accommodation. Any structural or physical change or redecoration of any kind within the Living Accommodation will require the prior approval of the Corporation. The cost of any change, including any subsequent cost to return the living unit to its original condition in the event of such change, or cost of redecoration, will be paid by the Resident. Any such improvement or change will be owned by the Corporation and will not be considered in determining the amount of any refund to the Resident upon termination of this Agreement.
- H. Grounds keeping. The Corporation will furnish basic grounds keeping service for the grounds of The Pines, including lawn, tree and shrubbery care. Subject to approval by the Corporation, Residents may plant and maintain certain areas designated for such purpose by the Corporation.
- I. Parking. The Corporation will provide parking areas for the Resident's personal vehicle (limited to one vehicle for each individual Resident) and parking for guests.
- J. Common Facilities. The Corporation will provide common facilities for the use and/or benefit of all Residents such as a central dining room, central kitchen, post office, multi-purpose room, lounges and sitting areas.
- K. Transportation. The Corporation will provide a base package of local transportation for Residents on a regular, scheduled basis without additional

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charge. An additional charge may be made for transportation for special, personal or group trips.

- L. Activities. Social, recreational, spiritual, educational and cultural activities will be provided for the Residents.
- M. Nursing and Health Care. The Corporation will provide nursing and health care for each Resident as follows:
 - 1. The Mariam Coltrane Schramm Health Center (the “Schramm Health Center”) at The Pines will be provided for the benefit of the Residents. The Corporation is licensed by the North Carolina Department of Health and Human Services, Division of Services Regulation to operate 51 beds offering intermediate and skilled nursing care for Residents who are temporarily ill or who require long term nursing care and 30 beds to provide support services for Residents who require assistance with activities of daily living. Private or semi-private accommodations will be provided for Residents in the assisted living area of the Schramm Health Center and in the intermediate and skilled nursing care area of the Schramm Health Center.
 - 2. A twenty-four (24) hour nursing staff will be maintained in the Schramm Health Center.
 - 3. The overall coordination and provision of health care services by the Corporation will be provided by a Medical Director who will be a licensed physician selected by the Corporation.
 - 4. Charges for the Health Care accommodations and services described above in this Paragraph I M shall be as set forth in Paragraph II E.
 - 5. Residents will choose their own personal physicians and will be responsible for charges for services by such physicians and any consultants. Other health care services will be made available to the Resident at the Resident’s expense, including, but not limited to: pharmacy services; surgical, dental and optical services; laboratory tests; physical therapy; occupational therapy, including therapeutic activities; rehabilitative treatments; and wheelchairs and other medical equipment and supplies. The cost of such services shall not be covered by the charges described in Paragraph II E.
 - 6. The Resident acknowledges that the services provided by the corporation cannot protect the Resident from the effects of the natural aging process or the everyday, normal risks of living. In addition, the Resident acknowledges that the Resident’s particular health condition, as noted in the individual care plan, may cause the Resident to be particularly susceptible to certain risks and dangers. The Resident further acknowledges that the services provided by the Corporation do

not include 24 hour, one-on-one monitoring of each resident. If a Resident desires to have a dedicated caregiver at all times, the Resident may wish to consider engaging a companion, sitter or private duty nurse, or certified nursing assistant in accordance with subparagraph 8 of this Paragraph I M.

7. The Corporation will make good faith efforts to provide its routine services to the Resident, including those prescribed by the Resident's attending physician. A Resident has a right to refuse treatment. However, should a Resident refuse to comply with recommended treatments or with physician's orders, the Resident assumes the risk of any adverse outcomes associated with such refusal. The Corporation shall not be expected to coerce or intimidate the Resident into accepting such services or complying with physician orders. Residents and their families or legal representative are strongly encouraged to participate in the planning of the Residents' care, both with the attending physician and the Corporation.
8. The Resident shall not employ any companion, sitter, private duty nurse or certified nursing assistant without prior notification to the Corporation. The Corporation shall have no responsibility to review, approve or otherwise opine as to the qualifications or abilities of any service providers engaged by the Resident.

All companions, sitters, private duty nurses and certified nursing assistants engaged by the Resident, as well as the Resident's visitors, are subject to the rules and regulations in effect at The Pines. All companions' sitters, private duty nurses, and certified nursing assistants will act in accordance with the Resident's plan of care for any resident in the Health Care Center. The Corporation may expel or refuse admission to any such individual who, in the Corporation's judgment, poses a threat to the health, safety or welfare of residents or staff.

The Resident shall pay all expenses (including meals) of the individuals engaged by the Resident. Resident acknowledges that the Corporation is not responsible for any losses, damages, costs, claims, liabilities and expenses suffered by the Resident or the Corporation, including attorney fees and court costs, arising from the services, actions, inactions, or statements of any sitters, companions, private duty nurses, and certified nursing assistants engaged by the Resident.

II. FINANCIAL ARRANGEMENTS

A. Entrance Fee.

1. The Resident agrees to pay the Corporation an Entrance Fee as a condition of becoming a resident of The Pines. The Resident shall choose one of the following options as to the Entrance Fee to be paid:

<u>Option</u>	<u>Amount of Entrance Fee</u>
Standard Entrance Fee Option:	\$ _____
50% Refund Entrance Fee Option:	\$ _____ (estimated)
90% Refund Entrance Fee Option:	\$ _____ (estimated)

The amounts shown above for the 50% Refund Entrance Fee Option and the 90% Refund Entrance Fee Option are estimates, based on the age of the Resident at the date of the execution of this Agreement by the Resident. The exact amount of the Entrance Fee payable in the event that the Resident shall elect either of these options will be determined actuarially based on the life expectancy of the Resident at the time of occupancy (or the life expectancy of the older Resident in the case of double occupancy). The Resident must notify the Corporation in writing of the choice of Entrance Fee option on or before the date that the balance of the Entrance Fee is due as provided in Subparagraph II A 2 below. Without approval by the Corporation, the Resident may not change the option chosen after the date that the balance of the Entrance Fee is due.

2. It is agreed that \$ _____, representing a deposit of 10% of the Entrance Fee payable under the Standard Entrance Fee Option together with \$300 as a non-refundable application fee, will be due and payable upon execution of this Agreement by the Resident. The balance of the Entrance Fee will be due and payable 10 days prior to the projected date of occupancy. The Corporation will give reasonable notice prior to the Resident's projected date of occupancy. Unless the Corporation shall agree in writing to other arrangements, the Resident must take occupancy within 60 days after notice to the Resident that the Admissions Committee has determined that the Resident meets the admission requirements. If the Resident does not take occupancy by such time, the Resident shall accept financial responsibility for the Living Accommodation.

- B. Monthly Charge. In addition to the Entrance Fee and any other charges provided for under this Agreement, Resident agrees to pay a Monthly Charge during the term of this Agreement which shall be payable in advance by the

10th day of each month. As of the date of this Agreement, the Corporation projects that the Monthly Charge associated with the Living Accommodation will be approximately \$_____ per month, and an additional \$_____ per month if a second Resident occupies the Living Accommodation. The Monthly Charge may be adjusted by the Corporation during the term of this Agreement as described in Paragraph II C below.

- C. Adjustments in the Monthly Charge. The Monthly Charge is made to provide the facilities, programs and services described in this Agreement and is intended to meet the cost of debt service, insurance, maintenance, administration, staffing and other expenses associated with the establishment, operation and management of The Pines. The Corporation shall have the authority to adjust the Monthly Charge from time to time during the term of this Agreement as the Corporation in its discretion deems necessary in order to reflect changes in the costs of providing the facilities, programs and services described herein consistent with operating on a sound financial basis and maintaining the quality of services called for herein. In the event that it should be determined that the Corporation is required to pay ad valorem taxes upon its property, the Monthly Charge may be adjusted to reflect the amount of such taxes. Any such increases in the Monthly Charge or other charges may be made by the Corporation upon thirty (30) days written notice to the Resident.
- D. Monthly Statements. The Corporation will furnish the Resident with monthly statements showing the total amount of fees and other charges owed by the Resident, which shall be payable by the 10th day of the month. The Corporation may charge interest on any unpaid balance owed by the Resident 30 days after the monthly statement is furnished.
- E. Health Center Fees and Charges.
1. The Corporation will establish and publish per diem rates and charges for the accommodations and services in the Schramm Health Center described in Paragraph I M.
 2. If a Resident is transferred to the Schramm Health Center and such transfer has not been determined by the Corporation to be permanent in nature, the Resident shall continue to pay the Monthly Charge equal to the same Monthly Charge associated with the type of Living Accommodation described in Paragraph I A of this Agreement for the first 14 days' occupancy (whether or not consecutive) in the Schramm Health Center each calendar year. For such 14 days, the Resident will not be required to pay a per diem charge for occupancy in the Schramm Health Center but shall pay for additional meals or other services not normally covered by the Monthly Charge or by the per diem charge for occupants of the Schramm Health Center. Credit for any unused

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portion of the 14 days per year may not be carried forward to successive years.

3. In the event that a Resident shall occupy an accommodation in the Schramm Health Center for more than 14 days in any calendar year, then upon the expiration of such 14 days, the Resident shall thereafter in such year and in any year thereafter pay the amount of the published per diem rate for the Schramm Health Center accommodation occupied by the Resident, plus charges for other services not included in such per diem rate.
4. If the Resident shall continue to occupy an accommodation in the Schramm Health Center for more than 30 days within any 90 day period following the use of the last of such 14 days, the Resident shall have the option of surrendering the Living Accommodation of such Resident described in Paragraph I A of this Agreement (if formerly occupied by the Resident as single occupant) or paying the Monthly Charge associated with such Living Accommodation in addition to the per diem charge for the Schramm Health Center accommodation occupied by the Resident.

III. ADMISSION REQUIREMENTS

The requirements for admission to The Pines include the following:

- A. Age. The Pines does not unlawfully discriminate in admission decisions or with respect to residents on the basis of race, color, religion, sex, disability, or national origin. Admission is restricted to persons 65 years of age or older, except that in the case of a married couple in which one spouse is at least 65 years of age, the other spouse shall be at least 62 years of age.
- B. Personal Interview. The Resident shall have an interview with a representative from The Pines prior to taking residency at The Pines. Upon review of all information required to be furnished herein, additional personal interviews may be requested by the Corporation.
- C. Application, Health History and Financial Statement. The Resident shall submit for review by the Admissions Committee appointed by the Corporation an Application for Admission, a Personal Health History, a Medical Certificate and a Confidential Financial Statement, all on forms furnished by the Corporation, within 30 days of execution of this Agreement by the Resident.
- D. Notification. The Corporation shall review the Application for Admission, the Personal Health History, the Medical Certificate, the Confidential Financial Statement and the results of the Personal Interview and will notify the Resident whether the Resident meets the admissions requirements. The Corporation will also notify the Resident as early as possible of the date on

which the Living Accommodation is expected to be available for occupancy. Until the Corporation accepts an Application for Admission in writing, the Corporation reserves the right to accept or reject an Application for Admission in the sole discretion of the Corporation for any reason other than unlawful discrimination.

- E. **Health Requirements.** Prior to admission for residency at The Pines, the Resident shall submit a report of a physical examination of the Resident made by a physician selected by the Resident. Such report shall include a statement by such physician that the Resident is in good health, is able to take care of himself or herself in residential living activities and the Resident's health profile does not present a significant risk of intensive or imminent increased health care needs. The Corporation may require the Resident to have another physical examination by the Medical Director or by another physician approved by the Corporation. The Resident shall be responsible for the costs of such physical examinations. If the health of the Resident as disclosed by such physical examination differs materially from that disclosed in the Resident's Application for Admission and Personal Health History, the Corporation shall have the right to decline admission of the Resident and to terminate this Agreement, or in the discretion of the Corporation, to permit the Resident to take occupancy of accommodations at The Pines suitable to the needs of the Resident.
- F. **Financial Requirements.** The Resident must have assets and income which will be sufficient under foreseeable circumstances to pay the financial obligations of the Resident under this Agreement and to meet ordinary living expenses of the Resident. The Corporation may require the Resident to furnish current financial information and copies of state and federal tax returns at any time prior to occupancy.
- G. **Representations.** The Resident affirms that the representations made in the Application for Admission, Personal Health History and Confidential Financial Statement are true and correct and may be relied upon by the Corporation as a basis for entering into this Agreement.

IV. **TERMS OF RESIDENCY**

- A. **Rights of Resident.** The Resident has the right to occupy and enjoy the Living Accommodation described in Paragraph I A of this Agreement during the Resident's lifetime unless this Agreement shall be terminated as provided herein. It is understood that this Agreement does not transfer or grant any interest in the real or personal property owned by the Corporation other than the right to the use or occupancy of the Living Accommodation in accordance with the terms hereof. The Resident agrees that the rights of the Resident under this Agreement are subject to and subordinate to the rights of a lender

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under any mortgage or deed of trust now or hereafter executed by the Corporation creating a lien on any property of the Corporation at The Pines.

- B. **Rules and Regulations.** The Resident will abide by the Corporation's rules and regulations and such reasonable amendments, modifications and changes of the rules and regulations as may hereafter be adopted by the Corporation.
- C. **Changes in Living Accommodations.** The Corporation has the right to change the Living Accommodation to meet requirements of any applicable statutes, law or regulation. The Living Accommodation may not be used in any manner in violation of any zoning ordinances or other governmental law or regulation.
- D. **Visitors.** Except for short term visitors or guests residing in the Living Accommodation for a period of two weeks or less, no person other than the Resident may reside in the Living Accommodation without the approval of the Corporation. Visitors and guests may not reside in the Living Accommodation if the Resident is out of town, on vacation or otherwise not physically present at The Pines.
- E. **Loss of Property.** The Corporation shall not be responsible for the loss of any property belonging to the Resident due to theft, mysterious disappearance, fire or any other cause. It is understood that the Resident will have the responsibility of providing any desired insurance protection covering any such loss.
- F. **Occupancy by Two Residents.** In the event that two Residents occupy a Living Accommodation under the terms of this Agreement, upon the permanent transfer to the Schramm Health Center or the death of one of such Residents, or in the event of the termination of this Agreement with respect to one of such Residents, the Agreement shall continue in effect as to the remaining or surviving Resident who shall have the option to retain the same Living Accommodation, in which event there will be no addition to or refund of the Entrance Fee, or to move to a smaller Living Accommodation, in which event the Resident shall be entitled to a refund of the difference, if any, between the following: (a) the Entrance Fee paid on the larger Living Accommodation less 5% thereof for each month (or portion thereof) from the occupancy date through the date on which the Resident transfers to the smaller Living Accommodation; and (b) the Entrance Fee for the smaller Living Accommodation in effect on the date of transfer less 5% of such Entrance Fee for each month (or portion thereof) from the occupancy date through the date on which the Resident transfers to the smaller Living Accommodation. The remaining or surviving Resident will thereafter pay the Monthly Charge for one Resident associated with the Living Accommodation occupied by the Resident.
- G. **Medical Insurance.** The Resident shall maintain Medicare Part A, Medicare Part B and one supplemental health insurance policy or equivalent insurance

coverage acceptable to the Corporation and shall furnish the Corporation with evidence of such coverage upon request.

H. Other Insurance Requirements. The Resident agrees to maintain the following insurance coverages:

- (a) property insurance on the Resident's personal property located within the Resident's Living Accommodation or elsewhere within the premises of The Pines.
- (b) personal liability insurance with a liability limit of at least \$100,000 per occurrence.
- (c) automobile liability insurance with limits required by state law on any vehicle owned by the Resident.

The Resident agrees to furnish to the Corporation upon request certificates of insurance from the insurance companies providing the insurance coverages required.

I. Marriage During Occupancy. If a Resident while occupying a Living Accommodation marries a person who is also a Resident, the two Residents may, with the prior written consent of the Corporation, occupy the Living Accommodation of either Resident and shall surrender the Living Accommodation not to be occupied by them. No refund will be payable with respect to the Living Accommodation surrendered, except as provided in the Termination and Refund Provisions of Article VI. Such married Residents will pay the Monthly Charge for double occupancy associated with the Living Accommodation occupied by them. In the event that a Resident shall marry a person who is not a Resident of The Pines, the spouse may become a Resident if such spouse meets all of the then current requirements for admission to The Pines, enters into a then current version of the Residence and Care Agreement with the Corporation and pays an Entrance Fee in an amount determined by the Corporation in its discretion but in any event no more than one-half of the then current Entrance Fee associated with the type of Living Accommodation to be occupied by the Resident and spouse. The Resident and spouse shall pay the Monthly Charge for double occupancy associated with the Living Accommodation occupied by them. If the Resident's spouse shall not meet the requirements of The Pines for admission as a Resident, the Resident may terminate this Agreement in the same manner as provided in Paragraph VI C hereof with respect to a voluntary termination.

J. Combination of Living Accommodations. Various circumstances may make it desirable that a one-bedroom, studio or deluxe studio Living Accommodation occupied by a Resident be combined with an adjoining Living Accommodation to form one combined Living Accommodation. Resident agrees that if a determination is made by the Corporation that it is desirable

to combine the Resident's Living Accommodation with a Living Accommodation which adjoins the Resident's Living Accommodation, the Resident will surrender occupancy of the Resident's Living Accommodation within a reasonable time after receiving notice of such determination. In the event that the Corporation makes such determination and notifies the Resident, the Resident shall have the option to (a) transfer into the combined Living Accommodation when such combined Living Accommodation is ready for occupancy, or (b) transfer to another Living Accommodation, when available, of the same type as the Living Accommodation previously occupied by the Resident.

If the Resident elects to occupy the combined Living Accommodation and the entrance fee established for such combined Living Accommodation exceeds the entrance fee paid by the Resident for the Resident's previous Living Accommodation, the Resident shall pay the amount of such excess upon taking occupancy. The Resident shall pay the monthly charge associated with the combined Living Accommodation as established by the Corporation.

If the Resident elects to transfer to a Living Accommodation of the same type as the Living Accommodation previously occupied by the Resident, the Corporation will repaint and recarpet, if needed, such Living Accommodation at its expense prior to occupancy by the Resident.

- K. Transfer to Another Living Accommodation. The Resident may transfer from a Living Accommodation occupied by the Resident to a different Living Accommodation at The Pines which becomes available upon payment of such fees, consent by the Corporation and compliance with such guidelines regarding transfers as may be adopted by the Corporation, which fees and guidelines may be changed from time to time by the Corporation. Priority among Residents who wish to transfer to another Living Accommodation will be based on the date that the Resident requests a transfer. The right to reserve Living Accommodations becoming available for occupancy will be alternated between Residents who wish to transfer to another Living Accommodation on one hand, and those individuals who have executed a Future Residency Agreement with The Pines ("Future Residents") on the other hand. Notwithstanding the plan to alternate the right to reserve Living Accommodations becoming available for occupancy between those Residents who wish to transfer to another Living Accommodation and Future Residents entering The Pines, Residents will have priority over all non-residents, including Future Residents, in transferring to another Living Accommodation becoming available in the following circumstances:

1. transfers due to medical necessity as determined by the Medical Director and the Executive Director of the Corporation;
2. transfers to a same size or smaller Living Accommodation; and

3. when two Living Accommodations (one of which is vacant) are combined, the Resident occupying one of the Living Accommodations will have priority in reserving the combined Living Accommodation.

Notwithstanding the above, the Corporation reserves the right to fill, in its sole discretion and without regard to the waiting list, up to five (5) vacancies in Living Accommodations each year. The Living Accommodations granted under this paragraph shall not be of the same unit type. It is expected that filling vacant Living Accommodations pursuant to this paragraph will be rare.

- L. **Renovations or Reconstruction of Living Accommodations.** The Pines is dedicated to maintaining the Living Accommodations and all other facilities of The Pines in a good state of repair. It recognizes the possibility that at some time in the future it may be necessary to make major renovations to, or reconstruction of one or more of, the residential Living Accommodations or Schramm Health Care Center Accommodations at The Pines requiring that a Resident vacate a unit affected by the construction work. In such event, The Pines would continue to provide to the Resident affected the same services customarily provided to Residents and would bear the costs incurred by the Resident in any such move. The Pines would under such circumstances provide to the Resident other accommodations which would be comparable to the extent practicable to the Resident's Living Accommodation being renovated or reconstructed although an interim accommodation may be larger or smaller or of a different type.

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

- A. **Transfer to Schramm Health Center.** The Resident agrees that the Corporation shall have authority to determine that the Resident should be transferred from the Resident's Living Accommodation to the Schramm Health Center for assisted living, intermediate nursing or skilled nursing care, or from one level of care to another level of care within the Schramm Health Center and whether such transfer shall be temporary or permanent in nature. Such determinations shall be based on the professional opinion of the Medical Director and the opinion of the Executive Director of The Pines and shall be made only after consultation to the extent practical with the Resident, a representative of the Resident's family or the sponsor of the Resident and the Resident's attending physician.
- B. **Transfer to Hospital or Other Facility.** If it is determined by the Medical Director and the Executive Director that the Resident needs care beyond that which can be provided by the facility and personnel of The Pines, the Resident may be transferred to a hospital, center or institution equipped to give such care, which care will be at the expense of the Resident. Such transfer of the Resident will be made only after consultation to the extent possible with the Resident, a representative of the Resident's family or the sponsor of the Resident and the Resident's attending physician.

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- C. **Surrender of Living Accommodation.** If a determination is made by the Corporation that any transfer described in this Article V is permanent in nature, the Resident agrees to surrender the Living Accommodation or the accommodation in the Schramm Health Center occupied by the Resident prior to such transfer. If the Corporation subsequently determines upon the opinion of the Medical Director and the Executive Director that the Resident can resume occupancy in accommodations comparable to those occupied by the Resident prior to such transfer, the Resident shall have priority to such accommodations as soon as they become available.

VI. **TERMINATION AND REFUND PROVISIONS**

- A. **Prior to Occupancy.** This Agreement may be terminated by the Resident at any time prior to taking occupancy at The Pines for any reason by giving written notice to the Corporation. In the event that the Resident terminates this Agreement prior to occupancy, the Resident will receive a refund of the Entrance Fee paid by the Resident, less a non-refundable fee equal to 5% of the total amount of the Entrance Fee as described in Paragraph II A, provided, however, that no fee or charge will be made if such termination is due to the death of the Resident's spouse.

This Agreement will terminate automatically at any time prior to the date that the Resident takes occupancy if (a) the Resident dies before occupying a living unit in The Pines (or, if there are two Residents, both Residents die before occupying a living unit in The Pines); or (b) on account of physical injury; physical, mental or financial incapacity; or physical or mental illness, the Resident is precluded from occupying a living unit at The Pines under the terms of this Agreement. In the event of such automatic termination, the Resident shall receive a refund of the full Entrance Fee paid by the Resident. Any such refund shall be paid by the Corporation within sixty (60) days following termination pursuant to this paragraph.

- B. **Trial Period.** The first sixty (60) days of occupancy at The Pines will be considered to be a trial period. During such sixty (60) day period, the Resident will have the right to terminate this Agreement by giving the Corporation written notice of such termination. In the event of such termination, or in the event of the death of the Resident during such sixty (60) day period, the Resident (or the Resident's estate) shall receive a full refund of the Entrance Fee paid, less a non-refundable fee equal to 5% of the total amount of the Entrance Fee as described in Paragraph II A. During such sixty (60) day period, the Corporation shall have the right to terminate this Agreement based on the Corporation's determination that the Resident's physical or mental condition or emotional adjustment will not permit adaptation to the living environment at The Pines. In the event of such termination, the Corporation will refund the full Entrance Fee paid to the Corporation. Any refund due the Resident under this paragraph shall be paid within sixty (60) days after the Living Accommodation has been vacated by the Resident.

- C. **Voluntary Termination.** At any time after the expiration of the first sixty (60) days of occupancy at The Pines, the Resident may terminate this Agreement by giving the Corporation thirty (30) days prior written notice of such termination. If such termination shall occur within twelve (12) months after the date of occupancy by the Resident, the Resident shall receive a refund in an amount equal to the full Entrance Fee paid to the Corporation less 5% thereof for each full calendar month or portion thereof which has elapsed from the date of occupancy to the effective date of termination and less a non-refundable fee equal to 5% of the full Entrance Fee, provided that in no event shall a Resident who has elected the 50% Refund Entrance Fee Option be entitled to a refund of less than 50% of the Entrance Fee paid by such Resident and in no event shall a Resident who has elected the 90% Refund Entrance Fee Option be entitled to a refund of less than 90% of the Entrance Fee paid by such Resident. Unless the Resident has elected the 50% Refund Entrance Fee Option or the 90% Refund Entrance Fee Option, no refund of the Entrance Fee shall be paid to the Resident after the first twelve (12) months of occupancy. Any refund due the Resident under this paragraph will be made at such time as such Resident's Living Accommodation shall have been reserved by a prospective Resident and such prospective Resident shall have paid to the Corporation such prospective Resident's full Entrance Fee.
- D. **Termination Upon Death.** In the event of the death of the Resident at any time after the expiration of the first sixty (60) days of the Resident's occupancy at The Pines, and such deceased Resident is not survived by a spouse residing at the Pines who has signed this Agreement, this Agreement shall terminate and, subject to the Resident's continuing obligations described herein below, the portion, if any, of the Entrance Fee paid by the Resident to be refunded shall be determined in the same manner described in Paragraph VI C above. In the event of the death of the Resident at any time after the expiration of the first sixty (60) days of the Resident's occupancy, and such Resident is survived by a spouse residing at The Pines who has signed this Agreement, then this Agreement shall not terminate and no refund will be payable hereunder. In the event a refund becomes due under this Paragraph VI D, the date of the Resident's death shall determine the termination date. Any refund due the Resident's estate under this paragraph will be made at such time as such Resident's Living Accommodation shall have been reserved by a prospective Resident and such prospective Resident shall have paid to the Corporation such prospective Resident's full Entrance Fee; provided, however, that the Resident's estate shall continue to be obligated to pay the applicable Monthly Charge for such Resident's Living Accommodation until such Resident's Living Accommodation is vacated and left in good condition except for normal wear and tear.
- E. **Termination by the Corporation.** The Corporation may terminate the Residence and Care Agreement at any time if there has been a material misrepresentation or omission made by the Resident in the Resident's Application for Admission, Personal Health History or Confidential Financial

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Statement; if the Resident fails to make payment to the Corporation of any fees or charges due the Corporation within sixty (60) days of the date when due; if the Resident's conduct is abusive toward members of the Corporation's staff or is disruptive or is detrimental to the health, safety or welfare of the Resident or other Residents or to other Residents' peaceful enjoyment of The Pines; or if the Resident does not abide by the Corporation's policies, rules or regulations or breaches any of the terms and conditions of the Residence and Care Agreement. In the event of termination for any of such causes, the portion, if any, of the Entrance Fee paid by the Resident to be refunded shall be determined in the same manner as in the case of voluntary termination by the Resident after the 60-day trial period as described above and such refund will be made at such time as such Resident's Living Accommodation shall have been reserved by a prospective Resident and such prospective Resident shall have paid to the Corporation such prospective Resident's full Entrance Fee.

- F. Condition of Living Accommodation. At the effective date of termination of this Agreement, the Resident shall vacate the Living Accommodation and shall leave it in good condition except for normal wear and tear. The Resident shall be liable to the Corporation for any cost incurred in restoring the Living Accommodation to good condition except for normal wear and tear.

VII. RIGHT OF RESCISSION

Notwithstanding anything herein to the contrary, this Agreement may be rescinded by the Resident giving written notice of such rescission to the Corporation within thirty (30) days following the later of the execution of this Agreement or the receipt of a disclosure statement that meets the requirements of Section 58-64-1, et seq. of the North Carolina General Statutes. In the event of such rescission, the Resident shall receive a full refund of the Entrance Fee paid by the Resident less any Monthly Charges or portion thereof applicable to any period a Living Accommodation was actually occupied by the Resident. The Resident shall not be required to move into The Pines before the expiration of such 30-day period. Any such refund shall be paid by the Corporation within sixty (60) days following receipt of written notice of rescission pursuant to this paragraph.

VIII. FINANCIAL ASSISTANCE

- A. Subsidy. The Corporation declares that it is the policy of the Corporation that this Agreement will not be terminated solely because of the Resident's financial inability to continue to pay the Monthly Charge or other charges payable hereunder by reason of circumstances beyond the Resident's control, provided, however, this declaration shall not be construed as qualifying the right of the Corporation to terminate this Agreement in accordance with the terms hereof. In the event that a Resident presents facts which in the opinion of the Corporation justify special financial consideration, the Corporation will give careful consideration to subsidizing in whole or in part the Monthly Charge and other charges payable by the Resident hereunder so long as such subsidy can be made without impairing the ability of the Corporation to attain

its objectives while operating on a sound financial basis. Any determination by the Corporation with regard to the granting of financial assistance shall be within the sole discretion of the Corporation.

- B. Resident Support Fund. The Corporation has established a fund which will be used to assist Residents who would otherwise not be able to live at The Pines. Such Fund may be used for the purposes of providing financial assistance in accordance with the provisions of Paragraph VIII A.

IX. GENERAL

- A. Assignment. The rights and privileges of the Resident under this Agreement to the facilities, services and programs of the Corporation are personal to the Resident and may not be transferred or assigned by the Resident or otherwise.
- B. Management of the Corporation. The absolute rights of management are reserved by the Corporation, its Board of Directors and its administrators as delegated by said Board of Directors. The Corporation reserves the right to accept or reject any person for residency. Residents do not have the right to determine admissions or terms of admission of any other Resident.
- C. Entire Agreement. This Agreement constitutes the entire contract between the Corporation and the Resident. The Corporation shall not be liable or bound in any manner by any statements, representations or promises made by any person representing or assuming to represent the Corporation, unless such statements, representations or promises are set forth in this Agreement.
- D. Successors and Assigns. Except as set forth herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the Corporation and the heirs, executors, administrators and assigns of the Resident.
- E. Transfer of Property. The Resident agrees not to make any gift or other transfer of property for less than adequate consideration for the purpose of evading the Resident's obligations under this Agreement or if such gift or transfer would render such Resident unable to meet such obligations.
- F. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

X. MANDATORY ARBITRATION

Introduction

Arbitration is a process of dispute resolution that can be used in place of the traditional state or federal court system. Instead of a judge and/or jury determining the outcome of a dispute, a neutral third party or parties (known as the arbitrators) are selected by the parties to the dispute to make a decision, which is binding on both sides. Typically, the decision of the arbitrators is final and not subject to appeal. Arbitration is a private

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process, protecting the confidentiality interests of all parties. In addition, because there are no long court dockets to deal with, disputes are usually resolved much more quickly in arbitration. The arbitrator or arbitrators will hear both sides of the dispute and render a decision based on law, fairness, common sense and the rules established by the parties' agreement.

Terms

The parties have selected Mandatory Arbitration for inclusion in this Agreement in order to resolve health care-related and personal injury claims and disputes, with the goal of reducing the time, formalities and costs of resolving them for both parties. The normal judicial process is available for all other claims and disputes. The terms of the Mandatory Arbitration provision follow.

IN ACCORDANCE WITH THE TERMS OF THE FEDERAL ARBITRATION ACT, THE PARTIES HEREBY AGREE THAT ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATED TO THE PROVISION OF MEDICAL OR MENTAL HEALTH CARE SERVICES TO THE RESIDENT BY THE CORPORATION AND ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATED TO ANY PHYSICAL, PSYCHOLOGICAL OR EMOTIONAL INJURY EXPERIENCED BY THE RESIDENT WHICH THE RESIDENT CLAIMS WAS THE RESULT IN WHOLE OR IN PART OF ANY SERVICE PROVIDED BY, OR ACT OR OMISSION OF, THE CORPORATION UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF HOW ANY SUCH CLAIM OR DISPUTE MAY BE CHARACTERIZED AND WHETHER ANY SUCH CLAIM OR DISPUTE SOUNDS IN CONTRACT OR TORT OR IS BASED UPON STATUTORY RIGHT, SHALL BE SUBJECT TO FINAL AND BINDING ARBITRATION AS PROVIDED HEREIN AND SHALL NOT BE THE SUBJECT OF A LAWSUIT OR RESORT TO JUDICIAL PROCESS EXCEPT TO THE EXTENT THAT APPLICABLE LAW PROVIDES FOR JUDICIAL REVIEW OF ARBITRATION PROCEEDINGS OR THE JUDICIAL ENFORCEMENT OF ARBITRATION AGREEMENTS AND AWARDS.

The agreement to arbitrate in this Article X shall not limit the Resident's right to file a grievance or complaint, formal or informal, with the Corporation or any appropriate state or federal agency. The parties agree that any claim or dispute arising between them that is not subject to the agreement to arbitrate in this Article X shall be brought exclusively before a court of competent jurisdiction in Mecklenburg County, North Carolina.

The arbitration required by this Article X shall occur at a place agreed upon by the parties, or in the absence of such agreement, at The Pines. Except as otherwise provided herein or agreed upon by the parties, the arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS"), 555 13th Street, N.W., Washington, D.C. 20004, 202-942-9180, <http://www.jamsadr.com>, and shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures or, if unavailable, the comparable JAMS Arbitration Rules then in effect. In the event that JAMS is unavailable to administer the arbitration, the parties shall endeavor in good faith to choose an alternative arbitration service provider by mutual agreement. In the absence of such mutual agreement, the parties

shall each select one (1) arbitrator, who shall in turn select a third, neutral arbitrator, and the parties shall proceed to arbitrate their dispute in an arbitration proceeding conducted by these three arbitrators under the JAMS Comprehensive Arbitration Rules and Procedures or, if unavailable, the comparable JAMS Arbitration Rules in effect at the time that the dispute between the parties arises. Those tasks or services that otherwise would have been performed or provided by JAMS under the JAMS Arbitration Rules shall be determined by agreement of the parties and, absent such agreement, by a majority vote of the three arbitrators.

The parties agree that damages awarded, if any, in an arbitration conducted pursuant to this Article X shall be determined in accordance with the provisions of the state or federal law applicable to a comparable civil action, including any prerequisites to, credit against or limitations on, such damages. The arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.

It is the intention of the parties to this Agreement that the provisions of this Article X shall inure to the benefit of and bind the parties, their representatives, successors and assigns, including the agents, employees and servants of the Corporation, and all persons whose claims are derived through or on behalf of the Resident, including that of any parent, spouse, child, guardian, executor, administrator, legal representative, or heir of the Resident.

All claims based in whole or in part on the same incident, transaction, or related course of care or services provided by the Corporation to the Resident, shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is given to the Corporation or received by the Resident, and is not presented in the arbitration proceeding.

THE PARTIES UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT THEY ARE GIVING UP AND WAIVING THEIR CONSTITUTIONAL RIGHT TO HAVE ANY CLAIM DECIDED IN A COURT OF LAW BEFORE A JUDGE AND A JURY.

The parties understand and agree that any issue or dispute relating to the agreement to arbitrate in this Article X shall be governed by the Federal Arbitration Act. The parties further understand and agree that the Agreement evidences a transaction in interstate commerce within the meaning of, and is subject to, the Federal Arbitration Act.

The Resident understands that he or she has the right to seek legal counsel concerning the agreement to arbitrate in this Article X specifically and this Agreement in general. The Resident also has the right to receive an explanation or clarification of the agreement to arbitrate in this Article X specifically and this Agreement in general. The Resident enters into this Agreement and all of its provisions, including the arbitration provision contained in this Article X, voluntarily.

The provisions of this Article X shall survive termination of this Agreement by either party for any reason and shall remain in effect for all care and services subsequently

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rendered at The Pines, even if such services are rendered following the Resident's discharge and readmission to The Pines.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

THE PINES AT DAVIDSON, INC.

By: _____ (SEAL)
Resident

Title: _____ (SEAL)
Resident

Current Address: Street

City, State, Zip Code

Telephone

AS OF THE DAY AND YEAR ABOVE WRITTEN, THE UNDERSIGNED
RESIDENT ACKNOWLEDGES RECEIPT OF A COPY OF THE DISCLOSURE
STATEMENT OF THE PINES AT DAVIDSON, INC. DATED _____, 20__.

Resident (SEAL)

Resident (SEAL)

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THE PINES AT DAVIDSON
ADDENDUM TO RESIDENCE AND CARE AGREEMENT
RELATING TO THE VILLAS AT POPLAR HILL

THIS ADDENDUM TO RESIDENCE AND CARE AGREEMENT (the "Addendum") is made this ____ day of _____, 20____, by and between The Pines at Davidson, Inc., a North Carolina nonprofit corporation, hereinafter called "The Pines" or the "Corporation," and _____, hereinafter called "Resident" (if husband and wife or two other persons enter into this Addendum, the word "Resident" shall apply to them collectively unless the context otherwise requires), and amends the Residence and Care Agreement dated as of the date hereof between the Corporation and the Resident (the "Agreement").

The Corporation proposes to construct thirty-eight (38) additional living accommodations at The Pines called the Villas at Poplar Hill. The Resident desires to become a resident of The Pines and to obtain the right to occupy and use that living accommodation within the Villas at Poplar Hill described in paragraph I A of the Agreement (the "Living Accommodation"). The Corporation is undertaking the construction of the Villas at Poplar Hill in reliance on the agreement of the Resident to occupy the Living Accommodation selected by the Resident and to make payment to the Corporation of the Entrance Fee associated with the Living Accommodation on the terms and conditions set forth in this Addendum. The purpose of this Addendum is to modify the Agreement for use in connection with the Villas at Poplar Hill, including the provision for special arrangements relating to the payment of the Entrance Fee.

NOW, THEREFORE, the Corporation and the Resident agree as follows:

1. The Corporation agrees to assign to the Resident a priority position on the waiting list for living accommodations at the Villas at Poplar Hill based on the date that the Resident entered into this Addendum and the chronological order in which all other individuals enter(ed) into substantially similar agreements regarding the occupancy and use of a living accommodation at the Villas at Poplar Hill, regardless of the apartment type selected.

2. Subparagraph II A 2 of the Agreement is deleted and the following is substituted in place thereof:

"2. It is agreed that \$_____, representing a deposit of 10% of the Entrance Fee payable under the Standard Entrance Fee Option associated with the Living Accommodation together with \$300 as a non-refundable application fee will be due and payable upon execution of this Agreement. The balance of the Entrance Fee will be due and payable within 10 days after the Corporation notifies the Resident in writing that the construction of the Living Accommodation has been completed and that a certificate of occupancy, if applicable, has been issued."

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3. Paragraph III B of the Agreement is deleted and the following is substituted in place thereof:

"B. Personal Interview. *The Pines will check one of the following:*

___ The Resident has had an interview with a representative of The Pines. Upon review of all information required to be furnished herein, additional personal interviews may be requested by the Corporation.

___ The Resident shall have an interview with a representative from The Pines no later than ____, 20___. Upon review of all information required to be furnished herein, additional personal interviews may be requested by the Corporation."

4. Paragraph III C of the Agreement is deleted and the following is substituted in place thereof:

"C. Application, Health History and Financial Statement. *The Pines will check one of the following:*

___ The Resident has submitted for review by the Admission Committee appointed by the Corporation an Application for Admission, a Personal Health History, a Medical Certificate and a Confidential Financial Statement.

___ The Resident shall submit for review by the Admission Committee appointed by the Corporation an Application for Admission, a Personal Health History, a Medical Certificate and a Confidential Financial Statement, all of forms furnished by the Corporation, no later than ____, 20__."

5. Paragraph VI A of the Agreement is deleted and the following is substituted in place thereof:

"A. Prior to Occupancy. This Agreement may be terminated by the Resident at any time prior to taking occupancy at The Pines for any reason by giving written notice to the Corporation. In the event that the Resident terminates this Agreement prior to occupancy, the Resident will receive a refund of the Entrance Fee paid by the Resident, less a non-refundable fee equal to 2.5% of the total amount of the Entrance Fee as described in Paragraph II A, provided, however, that no fee or charge will be made if such termination is due to the death of the Resident's spouse.

This Agreement will terminate automatically at any time prior to the date that the Resident takes occupancy if (a) the Resident

dies before occupying a living unit in The Pines (or, if there are two Residents, both Residents die before occupying a living unit in The Pines); or (b) on account of physical injury; physical, mental or financial incapacity; or physical or mental illness, the Resident is precluded from occupying a living unit at The Pines under the terms of this Agreement. In the event of such automatic termination, the Resident shall receive a refund of the full Entrance Fee paid by the Resident. Any such refund shall be paid by the Corporation within fifteen (15) business days following termination pursuant to this paragraph.”

6. The Corporation will place the portion of the Entrance Fee paid by the Resident upon execution of this Addendum (the “Resident’s deposit”) in escrow with a nationally recognized financial institution to be held and distributed by such financial institution in accordance with the terms of such escrow agreement as may be entered into between the Corporation and the financial institution.

7. The entire balance of the Resident’s deposit will be credited toward the balance of the Entrance Fee payable by the Resident upon occupancy of the Resident’s Living Accommodations. If the Corporation terminates the Agreement prior to the date the Resident takes occupancy of the Living Accommodations as a result of the Corporation’s determination that the Resident does not meet the physical, mental or financial requirements for admission, or if the Agreement is terminated as the result of the death of the Resident or the Resident’s spouse, then the Resident shall be entitled to receive the entire balance of the Resident’s deposit. If the Resident terminates the Agreement for any other reason, the Resident shall receive only that amount provided for in Paragraph VI A of the Agreement without regard to the balance of the Resident’s deposit.

8. Subparagraph II B of the Agreement is deleted and the following is substituted in place thereof:

“B. Monthly Charge. In addition to the Entrance Fee and any other charges provided for under this Agreement, Resident agrees to pay a Monthly Charge during the term of this Agreement which shall be payable in advance by the 10th of each month. As of the date of this Agreement, the Monthly Charge associated with the Living Accommodation is \$_____ per month, and an additional \$_____ per month if a second Resident occupies the Living Accommodation. Such Monthly Charge will be in effect through June 30, 20____, and may be adjusted after such date in accordance with Paragraph II C below.

In order to provide the Resident with an adequate period of time to arrange for the Resident’s move to The Pines, the Corporation will give the Resident at least 30 days’ advance written notice of the projected date of occupancy of the Resident’s Living Accommodation. Unless the Corporation

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shall agree in writing to other arrangements, the Resident must take occupancy on the date specified in such notice. If the Resident does not take occupancy by such date, the Resident shall accept financial responsibility for the Living Accommodation. Payment of the Monthly Charge associated with the Living Accommodation for the first month of occupancy (prorated for a partial month) will be payable on the projected date of occupancy or actual date of occupancy by the Resident, whichever is earlier.”

9. Six months prior to the projected date of occupancy of the Resident’s Living Accommodation (or earlier if requested by the Corporation), the Resident will submit to the Corporation for review by the Admissions Committee an updated Application for Admission, Personal Health History, Medical Certificate (physician’s report of physical examination) and Confidential Financial Statement and participate in a second personal interview so that the Corporation may determine whether the Resident continues to meet all of the admission requirements set out in Paragraphs III A through III G of the Agreement.

10. It is the Corporation’s plan to begin construction of the Villas at Poplar Hill by June 30, 2019. In the event that the Corporation shall determine that it should not construct the Living Accommodation described in paragraph IA of the Agreement, the Corporation may terminate the Agreement and this Addendum by giving written notice to the Resident at any time. In the event that the Corporation shall not begin construction of the Living Accommodations by December 31, 2019, the Resident shall have the right to terminate the Agreement and this Addendum by giving written notice to the Corporation. The Resident shall be entitled to receive the entire balance of the Resident’s deposit within five (5) business days following termination of the Agreement pursuant to this paragraph.

11. Resident understands that the floor plans for the Villas at Poplar Hill, including those of the Living Accommodation, may be subject to minor modifications as the architectural drawings are completed and that basement parking or detached covered parking for the Villas at Poplar Hill may not be available. Resident acknowledges and agrees that such minor modifications to the floor plans and/or unavailability of basement parking or detached covered parking shall not constitute a breach of the Agreement by the Corporation and shall not constitute grounds for Resident to terminate the Agreement.

— The Resident reserves a basement parking space. In the event that basement parking is not constructed, Resident will be assigned a detached covered parking space, unless detached covered parking is not available either because detached covered parking is not constructed or because all detached covered parking spaces have been assigned. If Resident is assigned a detached covered parking space, the Entrance Fee will be reduced by \$13,620. If Resident is assigned neither a basement parking space nor a detached covered parking space, the Entrance Fee will be reduced by \$27,239.

___ The Resident reserves a detached covered parking space. In the event that detached covered parking is not constructed, the Entrance Fee will be reduced by \$13,620.

12. The terms and conditions of the Agreement are incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement. To the extent that any provisions of the Agreement are inconsistent with the provisions of this Addendum, the provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the ____ day of _____, 20____.

THE PINES AT DAVIDSON, INC.

By: _____
Title: _____

WITNESS:

_____(SEAL)
Resident

_____(SEAL)
Resident

Current Address: Street

City, State, Zip Code

Telephone

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THE PINES AT DAVIDSON
ADDENDUM TO
RESIDENCE AND CARE AGREEMENT
RELATING TO LONG TERM DIRECT ADMISSION
TO SCHRAMM HEALTH CENTER

This ADDENDUM TO RESIDENCE AND CARE AGREEMENT RELATING TO LONG TERM DIRECT ADMISSION TO SCHRAMM HEALTH CENTER (this "Addendum") is made this ____ day of _____, 20____, by and between The Pines at Davidson, Inc., a North Carolina nonprofit corporation (the "Corporation"), and _____, hereinafter called "Resident" (if husband and wife or two other persons enter into this Addendum, the word "Resident" shall apply to them collectively unless the context otherwise requires), and amends the Residence and Care Agreement dated as of the date hereof between the Corporation and the Resident (the "Agreement"). The terms and conditions of the Agreement are incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement. To the extent that any provisions of the Agreement are inconsistent with the provisions of this Addendum, the provisions of this Addendum shall control.

WHEREAS, the Corporation has determined that as of the date of execution of the Agreement and this Addendum, the Resident would not be able to occupy a Living Accommodation at The Pines because of the Resident's or the Resident's inability to take care of himself or herself in residential living activities, and

WHEREAS, the Resident desires to take occupancy in the Schramm Health Center as a Resident of the Pines in an accommodation suitable to his or her needs, and

Appendix B

WHEREAS, the Corporation is agreeable thereto, subject to the Resident's compliance with the admission requirements in the Agreement and subject to the terms and conditions set forth below.

NOW, THEREFORE, the Corporation and the Resident agree as follows:

1. Paragraph I A of the Agreement is hereby deleted and replaced by the following:

I.A. Living Accommodation. An accommodation in the Schramm Health Center at The Pines (hereinafter referred to as the "Living Accommodation"). Resident has the right to occupy and use the Living Accommodation subject to the terms and conditions set forth in this Agreement.

2. Paragraphs II A, II B, II C and II E of the Agreement pertaining to financial arrangements are hereby deleted. In lieu thereof, the Resident agrees to pay the Corporation an Entrance Fee of \$ _____ as a condition of becoming a resident of The Pines. It is agreed that \$ _____, representing 10% of such Entrance Fee, will be due and payable upon execution of this Addendum as a deposit. The balance will be due and payable ten (10) days prior to the projected date of occupancy.

3. The Resident shall, while residing in the Schramm Health Center, pay such per diem rates and charges as are established by the Corporation for the Schramm Health Center accommodations and services. The Resident has received from the Corporation a schedule of the current per diem rates and charges and understands that such rates and charges are subject to change from time to time as deemed necessary by the Corporation.

4. The Resident understands that no particular room or unit may be reserved in the Schramm Health Center and that the Corporation, in its discretion, may change room assignments from time to time as it deems necessary or appropriate.

5. Paragraphs VI B, VI C, and VI D of the Agreement are hereby deleted and replaced by the following:

VI. B. Trial Period. The first sixty (60) days of occupancy at The Pines will be considered to be a trial period. During such sixty (60) day period, the Resident will have the right to terminate this Agreement by giving the Corporation written notice of such termination. In the event of such termination, or in the event of the death of the Resident during such sixty (60) day period, the Resident (or the Resident's estate) shall receive a full refund of the Entrance Fee paid, less a non-refundable fee equal to 5% of the total amount of the Entrance Fee. During such sixty (60) day period, the Corporation shall have the right to terminate this Agreement based on the Corporation's determination that the Resident's physical or mental condition or emotional adjustment will not permit adaptation to the living environment at The Pines. In the event of such termination, the Corporation will refund the full Entrance Fee paid to the Corporation. Any refund due the Resident under this paragraph shall be paid within sixty (60) days after the Living Accommodation has been vacated by the Resident.

VI. C. Voluntary Termination. At any time after the expiration of the first sixty (60) days of occupancy at The Pines, the Resident may terminate this Agreement by giving the Corporation thirty (30) days' prior written notice of such termination. If the Resident terminates this Agreement and vacates the Schramm Health Center within twelve (12) months after the date of occupancy of the Schramm Health Center by the Resident, the Resident shall receive a refund in an amount equal to the full Entrance Fee paid to the Corporation less 5% thereof for each full calendar month or portion thereof which has elapsed from the date of occupancy to the effective date of termination and less a non-refundable fee equal to 5% of the full Entrance Fee. No refund of the Entrance Fee shall be paid to the Resident after the first twelve (12) months of occupancy in the Schramm Health Center. Any refund due the Resident under this paragraph shall be paid within sixty (60) days after the Living Accommodation has been vacated by the Resident.

VI. D. Termination Upon Death. In the event of the death of the Resident at any time after the expiration of the first sixty (60) days of occupancy in the Schramm Health Center but within the first ninety (90) days of occupancy, the Resident's estate shall receive a refund of 25% of the Entrance Fee paid. No refund of the Entrance Fee shall be payable to the Resident's estate by reason of the death of the Resident after the first ninety (90) days of occupancy in the Schramm Health Center.

6. If at any time, the Corporation or the Medical Director determines that the Resident is in good health, is ambulatory or able to move about independently and is able

Appendix B

to take care of himself or herself in residential living activities, and if the Resident then meets the financial requirements described in Article III of the Agreement, then the Resident shall have priority to a Living Accommodation at The Pines as soon as one of the type desired by the Resident becomes available. Upon transfer from the Schramm Health Center to a Living Accommodation, the Resident shall enter into a Residence and Care Agreement in substantially the form of the Agreement without this Addendum and shall pay an Entrance Fee equal to the Entrance Fee for such Living Accommodation in effect at the time of transfer, less the amount of the Entrance Fee previously paid by the Resident upon taking occupancy in an accommodation in the Schramm Health Center.

7. If at any time the Corporation determines that there is insufficient space in the Schramm Health Center to accommodate the Resident (whether such lack of space is due to transfer of Residents to the Schramm Health Center from Living Accommodations at The Pines or for other reasons), the Corporation may, upon giving fifteen (15) days' written notice, terminate this Agreement. In the event of such termination, the Corporation will refund to the Resident the full amount of the Entrance Fee paid by the Resident and, at the request of Resident, will assist the Resident in finding another facility appropriate to the needs of the Resident, it being understood that all of the costs of such care and residency in such other facility shall be the responsibility of the Resident. The Corporation further agrees to give priority to the Resident for re-admission to the Schramm Health Center when there is sufficient space.

The terms and conditions of the Agreement are incorporated herein. To the extent that any provisions of the Agreement are inconsistent with the provisions of this Addendum, the provisions of this Addendum shall control.

Appendix B

IN WITNESS WHEREOF, the parties have executed this Addendum as of the ____
day of _____, 20__.

THE PINES AT DAVIDSON, INC.

By: _____

Title: _____

Resident (SEAL)

Current Address: Street

City, State, Zip Code

Telephone

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THE PINES AT DAVIDSON
ADDENDUM
TO RESIDENCE AND CARE AGREEMENT
RELATING TO ANIMALS

This ADDENDUM to RESIDENCE AND CARE AGREEMENT (this "Addendum") is dated this _____ day of _____, 20____, by and between The Pines at Davidson, Inc. (the "Corporation") and _____ (the "Resident"). Capitalized words not defined herein shall have the meanings assigned to them in the Agreement, as defined below.

BACKGROUND

1. The Corporation and the Resident entered into a Residence and Care Agreement on _____, 20____ (the "Agreement").
2. The Resident occupies a Living Accommodation at The Pines at Davidson.
3. The Resident wishes to keep his or her animal, _____, a _____,

Name of Animal

Breed and/or Species of Animal

whose picture is affixed to the signature page of this Addendum (the "Animal"), at The Pines.
4. The Corporation wishes to provide for the reasonable accommodation of the Resident's Animal at The Pines and to provide a comfortable, safe, and sanitary environment for existing and prospective residents, employees, and the public.

THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Corporation and the Resident agree as follows:

Appendix C

- 1. The Resident may allow the Animal access to the buildings at The Pines as follows:**
 - a. If the Animal is a pet (a domesticated animal kept for pleasure), then the Resident may allow the Animal access only to the Resident's Living Accommodation. Only residents of a cottage unit or villa apartment may keep a pet at The Pines. The Resident acknowledges that if the Resident moves to a Living Accommodation other than a cottage unit or villa apartment, then the Resident may no longer keep the pet at The Pines.**
 - b. If the Resident is disabled and the Animal is a service animal (a dog that is individually trained to do work or perform tasks that benefit the Resident), then the Resident may allow the Animal access to the Resident's Living Accommodation and the areas at The Pines that are open to Residents.**
 - c. If the Resident is disabled and the Animal is a support animal (an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability, in order for the person to have an equal opportunity to use and enjoy the The Pines' housing facilities), then the Resident may allow the Animal access only to the Resident's personal living unit; the hallways, elevators, stairwells, and entryways necessary for the animal's entrance and exit to the Resident's residence unit; and certain designated outdoor areas appropriate for the animal's natural relief.**
- 2. The Resident shall keep the Animal under the Resident's control at all times as provided in the Pet Policy, the Service Animal Policy, or the Support Animal Policy, as applicable and as such policies may be amended by the Board of Directors of the Corporation from time to time, with or without notice.**
- 3. The Resident shall be responsible for the proper care and supervision of the Animal, and compliance with state and local laws concerning animals, as**

- provided in the Pet Policy, the Service Animal Policy, or the Support Animal Policy, as applicable and as such policies may be amended by the Board of Directors of the Corporation from time to time, with or without notice.
4. The Resident shall prevent the Animal from depositing waste in locations other than areas designated for such purpose. The Resident shall be responsible for cleaning up after the Animal anywhere on The Pines property and shall carry a disposable plastic bag for that purpose any time that the Animal is outside the Resident's Living Accommodation. The Resident shall bag the Animal's waste and dispose of it in the appropriate trash receptacles.
 5. The Resident shall be responsible for ensuring that the Animal's noise, odors, wastes, or other nuisances do not infringe upon or diminish the health, safety, or rights to peace and quiet enjoyment of other residents. The Resident shall maintain his or her Living Accommodation and the surrounding areas in a sanitary condition at all times, free of insect infestation and waste. The Resident shall, upon receipt of a bill, pay for the cost of all materials and/or labor required to repair any damage caused by the Animal, including, but not limited to, charges for extermination services for insect infestation related to the Animal.
 6. The Corporation has the right to demand that the Animal be removed from The Pines as provided in the Pet Policy, the Service Animal Policy, or the Support Animal Policy, as applicable and as such policies may be amended by the Board of Directors of the Corporation from time to time, with or without notice. For the avoidance of doubt and without limiting the forgoing, the Corporation has the right to demand that the Animal be removed from The Pines immediately if the Corporation, in its sole discretion, determines that the presence of the Animal poses a real and definite threat of harm to any member of The Pines community or otherwise violates the rights of any member of The Pines community.
 7. The Resident shall make arrangements for someone to care for the Animal in the event that the Resident becomes unable to do so. The Resident hereby

Appendix C

authorizes the Corporation to take appropriate action to transfer the Animal to an appropriate facility, with all corresponding fees to be charged to the Resident, if the Resident becomes unable to care for the Animal and has not made prior arrangements for the Animal's care.

- 8. The Resident agrees to indemnify and hold the Corporation, its officers, directors, agents, employees, and representatives harmless from all liabilities, losses, damages, claims, actions, causes of actions, demands, or costs of any nature whatsoever caused by the actions of the Resident's Animal or by the Resident's own negligent or intentional actions related to care or control of the Animal.**
- 9. Violation of this Addendum shall be considered a material violation of the Agreement and may result in termination of the Agreement by the Corporation pursuant to Paragraph VI.E of the Agreement.**
- 10. The terms and conditions of the Agreement are incorporated herein. To the extent that any provisions of the Agreement are inconsistent with the provisions of this Addendum, the provisions of this Addendum shall control.**
- 11. In the event that a municipal, county, state, or federal government adopts regulations or guidance inconsistent with the provisions of this Addendum, such regulations or guidance shall control.**

[Signature Page Follows]

Appendix C

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first set forth above.

THE PINES AT DAVIDSON, INC.

By: _____

Resident (SEAL)

Title: _____

Current Address: Street

City, State, Zip Code

Telephone

**Attach Photograph of
Animal Here**

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**The Pines at Davidson, Inc.
Pool Use Agreement,
Release of Liability and Hold Harmless Agreement
Warm Water Therapy Facilities**

1. I desire to use the warm water therapy pool, hot water whirlpool and/or exercise equipment room (the "Facilities") located at The Pines at Davidson, Inc. (The Pines). I understand and accept that use of the Facilities exposes me to a number of risks and dangers. Some of the risks which may be present or occur include, but are not limited to, risk of death from drowning, injuries resulting from slipping or falling which could result in complete or partial paralysis, brain damage or other serious injury to my muscular skeletal system, injuries or disabilities arising from the contraction of infectious, communicable or other diseases, injuries resulting from exposure to hot water, injuries from physical exertion, and serious injuries to other aspects of my general health and well being.
2. Understanding the potential risks and consequences mentioned above, I hereby state that I am physically fit to use the Facilities.
3. I further state that I am at least 18 years of age and competent to sign this document. I have received a copy of the rules pertaining to use of the Facilities and have read and agree to abide by such rules. In the event I permit a guest to use the Facilities, I will ensure that the guest reads and signs a copy of this Agreement prior to using the Facilities.
4. In consideration of my being allowed to use the Facilities and as a condition to the right to use the Facilities, I personally assume all risks incident to the use of the Facilities and I waive, release and forever discharge The Pines and its officers, directors, agents, employees and representatives from all liabilities, losses, damages, claims, actions, causes of action, demands or costs of any nature whatsoever that may arise in connection with my use of the Facilities, whether caused by the negligence of The Pines, its employees or agents or caused by some other means.
5. I further agree to indemnify and hold The Pines, its officers, directors, agents, employees and representatives harmless from all liabilities, losses, damages, claims, actions, causes of actions, demands, or costs of any nature whatsoever that may arise in connection with my use of the Facilities, whether caused by the negligence of The Pines, or its employees or agents, or caused by some other means.
6. Prior to signing this document, I have had an adequate opportunity to ask questions about it, and any questions I have had have been answered to my satisfaction.
7. This Release Agreement shall be binding upon me, my heirs and personal representatives.

Signature of Participant

Printed Name

Date

Signature of Witness

Printed Name

Date

(PLEASE RETURN TO THE FRONT DESK)

Appendix D

1. WARM WATER THERAPY POOL RULES:

- **WARNING – NO LIFEGUARD ON DUTY**
- **SWIM AT YOUR OWN RISK.** Owners and management are not responsible for accidents or injuries.
- State regulations require the following notice: **CHILDREN SHOULD NOT USE THE SWIMMING POOL WITHOUT ADULT SUPERVISION. HOWEVER, THE POLICY OF THE PINES PROHIBITS PERSONS UNDER THE AGE OF 18 FROM USING THE POOL.**
- **ADULTS SHOULD NOT SWIM ALONE.**
- **Absolutely NO DIVING** allowed.
- Health regulations prohibit persons with open wounds, wearing bandages, or with known infection (such as skin, ear, eye, or nasal infections) or sickness (including communicable diseases) from entering the pool or spa/whirlpool.
- All persons are required to take a cleansing shower prior to entering the pool. Proper swimming attire is required.
- No running. No boisterous or rough play.
- Pets and Glass Containers in the pool area are prohibited.
- Food, gum, and drinks are prohibited.
- Use of the pool while under the influence of alcohol, tranquilizers, or other drugs that cause drowsiness is prohibited.
- Emergency telephone is located by the locker room doors in the atrium.
- Medical alerts are located:
 - On the wall adjacent to exit door to main building,
 - On the wall opposite entrance to spa/whirlpool.
- In the event of lightening, thunder, or electrical storm, immediately vacate the water and do not re-enter until all thunder and lightning has completely passed through the vicinity and poses no risk to swimmers.
- Management reserves the right to deny the use of the pool to anyone at any time.
- 38 Person Pool Limit.

2. HOT WATER WHIRLPOOL RULES:

STOP:

- All persons are required to take a cleansing shower prior to entering the spa/whirlpool.
- Oils, body lotions, and minerals are prohibited in the water.

CAUTION:

- Pregnant women; elderly persons; and persons suffering from heart disease, diabetes, or high or low blood pressure should not enter the spa/whirlpool without prior medical consultation and permission from their doctor.
- Do not use the spa/whirlpool while under the influence of alcohol, tranquilizers, or other drugs that cause drowsiness or that raise or lower blood pressure. Do not use alone.
- State regulations require the following notice: unsupervised use by children is prohibited. However, the policy of The Pines is that persons under the age of 18 are prohibited from using the spa/whirlpool.
- Enter and exit slowly.

Appendix D

- **Observe reasonable time limits (that is, 10-15 minutes), then leave the water and cool down before returning for another brief stay.**
- **Long exposure may result in nausea, dizziness, or fainting.**
- **Keep all breakable objects out of the area.**
- **No running. No boisterous or rough play in the spa/whirlpool area.**
- **Health regulations prohibit persons with open wounds, wearing bandages, or with known infection (such as skin, ear, eye, or nasal infections) or sickness (including communicable diseases) from entering the spa/whirlpool. Persons using prescription medications should consult their physicians before using the spa/whirlpool.**
- **8 Person Whirlpool Limit**

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FUTURE RESIDENCY AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, between THE PINES AT DAVIDSON, INC., a North Carolina nonprofit corporation (the "Corporation"), and _____ (the "Future Resident") (if husband and wife, or two other persons enter into this Agreement, the word "Future Resident" shall apply to them collectively unless the context otherwise requires).

INTRODUCTION

WHEREAS, the Corporation owns and operates a continuing care retirement community on Avinger Lane in Davidson, North Carolina ("The Pines"); and

WHEREAS, the Future Resident desires to become a Resident of The Pines and to use and enjoy the facilities, programs and services provided by The Pines.

AGREEMENT

I. PRIORITY, LIVING ACCOMMODATION TYPE, AND PROJECTED DATE OF OCCUPANCY

- A. Priority Reservation. The Corporation agrees to assign to the Future Resident a priority position on The Pines' waiting list based on the date of this Agreement and the chronological order in which all Early Reservers and Future Residents enter into such Early Reservation Agreements and Future Residency Agreements (as the case may be), regardless of the apartment type selected. If the Future Resident is an Early Reserver, the Priority Position assigned to him or her under the Early Reservation Agreement shall be the Future Resident's priority position for purposes of this Agreement.
- B. Apartment Type Preference. The Future Resident prefers to occupy a _____ type Living Accommodation at The Pines (the "Living Accommodation") at some time in the future.
- C. Projected Date of Occupancy. The Future Resident projects readiness for actual occupancy of the Living Accommodation at The Pines in approximately _____ (Month) of _____ (Year). It is understood that such a Projected Date of Occupancy is an estimate and may vary due to the Future Resident's readiness and the actual availability of the Living Accommodation at The Pines.

II. ADDITIONAL PRIVILEGES

In addition to the priority established for the Future Resident for the apartment type and projected date of occupancy, the Future Resident shall have the following privileges at The Pines:

Appendix E

- A. Meals. The Future Resident may have meals in The Pines' dining room with prior reservations and at the established guest meal rate.
- B. Use of Common Areas. The Future Resident may use the common areas within The Pines' including the dining room, arts and crafts room, library, country store, health club, multi-purpose rooms, lounges, beauty and barber shop, other recreational areas, common areas and amenities, from time-to-time with prior reservations and at rates established by the Corporation, if any. The Corporation reserves the right to limit use of such areas, if in its discretion it deems such limitation advisable for the benefit of Residents of The Pines who occupy a Living Accommodation.
- C. Participation in Planned Activities. The Future Resident may participate in planned social, recreational, educational, cultural, spiritual, arts and crafts, and exercise programs provided by The Pines with prior reservations and at rates established by the Corporation, if any.

III. ADMISSION PROCEDURES

- A. Application Forms. Within thirty (30) days after execution of this Agreement, the Future Resident will submit completed application forms containing all the information required by the Admissions Committee of The Pines for initial review. The Application forms shall include an Application for Admission, a Personal Health History, and a Confidential Financial Statement on forms provided by The Pines for review by the Admissions Committee.
- B. Admissions Committee Review. Upon receipt of the completed application forms, The Pines' Admissions Committee will review the forms submitted by the Future Resident as a basis for initial admission to The Pines. The Admissions Committee, in its sole discretion, will within thirty (30) days receipt of the completed application forms, approve or deny the application for initial admission based on admissions criteria and policies established by the Board of Directors of the Corporation.
- C. Notification of Availability of Living Accommodation. The Corporation will make reasonable efforts to notify the Future Resident of availability of the Living Accommodation specified by the Future Resident at the time the Living Accommodation becomes available for occupancy at or near the Projected Date of Occupancy. The Future Resident may accept or reject The Pines' offer to take actual occupancy of the Living Accommodation. The Future Resident has three (3) days from the date of notification by the Community to accept the Living Accommodation. The Future Resident may reject any offer by the Corporation to take occupancy without losing the Future Resident's priority on The Pines' waiting list. The Future Resident understands that Residents of The Pines who occupy a Living

Accommodation and who request a change of Living Accommodation have priority over Future Residents on the waiting list.

- D. **Priority As To Available Living Accommodations.** The right to reserve Living Accommodations becoming available for occupancy will be alternated between Residents occupying Living Accommodations at The Pines who wish to transfer to another Living Accommodation on one hand, and Future Residents who have executed a Future Residency Agreement with the Corporation on the other hand. Notwithstanding the plan to alternate the right to reserve Living Accommodations becoming available for occupancy between those Residents who wish to transfer to another Living Accommodation and Future Residents entering The Pines, Residents will have priority over all non-residents, including Future Residents, in transferring to another Living Accommodation becoming available in the following circumstances:

1. transfers due to medical necessity as determined by the Medical Director and the Executive Director of the Corporation;
2. transfers to a same size or smaller Living Accommodation; and
3. when two Living Accommodations (one of which is vacant) are combined, the Resident occupying one of the Living Accommodations will have priority in reserving the combined Living Accommodation.

Notwithstanding the above, the Corporation reserves the right to fill, in its sole discretion and without regard to the waiting list, up to five (5) vacancies in Living Accommodations each year. The Living Accommodations granted under this paragraph shall not be of the same unit type. It is expected that filling vacant Living Accommodations pursuant to this paragraph will be rare.

- E. **Residence and Care Agreement.** Should the Future Resident accept the offer for occupancy of the Living Accommodation at The Pines, the Future Resident shall execute the form of Residence and Care Agreement in effect at the time of such acceptance and pay the required fees in effect at such time as outlined in such Residence and Care Agreement. Prior to occupancy by the Future Resident, the Future Resident shall have satisfied all of the admission requirements described in such Residence and Care Agreement, including but not limited to the following:

1. **Updated Application Forms, If Requested.** Future Resident agrees to provide, if requested by the Corporation, updated application forms for review by the Admissions Committee before taking occupancy, including the Application for Admission, Personal Health History and Confidential Financial Statement.

Appendix E

2. **Physician's Examination Report.** Upon execution of the Residence and Care Agreement, the Future Resident agrees to submit a physician's examination report completed by the Future Resident's personal physician on the Medical Certificate form provided by the Corporation for review by The Pines' Admissions Committee before taking occupancy.

- F. **Final Review by Admissions Committee.** Within thirty (30) days upon receipt of the Residence and Care Agreement, the Physician's Examination Report, and any updated application forms, if requested, the Admissions Committee will make a final review of the application of the Future Resident, and in its sole discretion, approve or deny the application based on the admission criteria and policies as established by the Board of Directors of the Corporation at the time of occupancy, and notify Future Resident of such action.

IV. CONSIDERATION FROM FUTURE RESIDENT

- A. **Reservation Deposit.** In consideration for the rights and privileges as outlined in this Agreement, the Future Resident agrees to pay a Reservation Deposit of One Thousand Dollars (\$1,000.00). The Reservation Deposit is a non-interest bearing deposit associated with this Future Residency Agreement, and will be credited toward the entrance fees due by the Future Resident at the time of occupancy of the Living Accommodation at The Pines as outlined in the Residence and Care Agreement.

V. TERMINATION AND REFUND

- A. **Termination by the Future Resident.** The Future Resident may terminate this Agreement for any reason prior to occupancy by giving written notice to the Corporation.
- B. **Termination by the Corporation.** The Corporation may terminate this Agreement at any time if there has been a material misrepresentation or omission submitted by the Future Resident in the Future Resident's Application for Admission, Personal Health History, Confidential Financial Statement, or Physicians Examination Report. The Corporation may also terminate this Agreement if the Future Resident does not meet the admission criteria set by the Board of Directors.

- C. Upon any termination of this Agreement by either the Future Resident or the Corporation, the Corporation shall refund the Future Resident the full amount of the \$1,000.00 Reservation Deposit within sixty (60) days of such notification of termination.

VI. GENERAL PROVISIONS

- A. Assignment. The rights and privileges of the Future Resident under this Agreement to the facilities, services, and programs of The Pines are personal to the Future Resident and may not be transferred or assigned by the Future Resident or otherwise.
- B. Entire Agreement. This Agreement constitutes the entire contract between the Corporation and the Future Resident and is preliminary to the Residence and Care Agreement.
- C. Successors and Assigns. Except as set forth herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the Corporation.
- D. Governing Laws. This Agreement shall be governed by the laws of the State of North Carolina.
- E. Copy of the Agreement. The Future Resident, by executing this Agreement, acknowledges that the Corporation presented a copy of this Agreement to Future Resident prior to the transfer of any consideration to the Corporation.
- F. Notice Provisions. Any notices, consents, or other communications to the Corporation hereunder (collectively "notices") shall be in writing and addressed as follows:

Executive Director
The Pines at Davidson, Inc.
400 Avinger Lane
Davidson, NC 28036

The address of the Future Resident for the purpose of giving notice is the address appearing after the signature of the Future Resident below.

[Remainder of Page Intentionally Left Blank]

Appendix E

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE PINES AT DAVIDSON, INC.

By: _____

Future Resident

Title: _____

Printed Name

Current Address: Street

City, State, Zip Code

Telephone

EARLY RESERVATION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, between THE PINES AT DAVIDSON, INC., a North Carolina nonprofit corporation (the "Corporation"), and (the "Early Reserver") (if husband and wife, or two other persons enter into this Agreement, the word "Early Reserver" shall apply to them collectively unless the context otherwise requires).

INTRODUCTION

WHEREAS, the Corporation owns and operates a continuing care retirement community on Avinger Lane in Davidson, North Carolina ("The Pines"); and

WHEREAS, the Early Reserver desires to be entered on the waiting list at The Pines; and

WHEREAS, the Early Reserver is below the age of seventy (70) years and the parties agree he or she is not required to complete a Future Residency Agreement (as hereinafter defined) and comply with its requirements until reaching the age of seventy (70) years.

AGREEMENT

1. Priority Reservation. The Corporation agrees to assign to the Early Reserver a priority position on The Pines' waiting list based on the date of this Agreement and the chronological order in which all Early Reservers and Future Residents enter into such Early Reservation Agreements and Future Residency Agreements (as the case may be), regardless of the apartment type selected.

2. Early Reservation Fee. In consideration of being entered on the waiting list, the Early Reserver hereby pays to the Corporation a non-refundable fee in the amount of one hundred dollars (\$100) (the "Early Reservation Fee"). The Early Reserver understands that the Early Reservation Fee is in addition to any and all other fees, costs and deposits that the Early Reserver may be required to pay to the Corporation in connection with the execution of a Future Residency Agreement or a Residence and Care Agreement.

3. Application for Admission. In connection with the execution of this Agreement and the remittance of the Early Reservation Fee, the Early Reserver will submit a completed Application for Admission on a form supplied by the Corporation for each party who is an Early Reserver hereunder.

4. Future Requirements. To retain his or her position on The Pines' waiting list, the Early Reserver shall, within twelve (12) months after reaching the age of seventy (70) (which in the case of multiple Early Reservers shall be determined based on the older party), (i) complete and sign the form of Future Residency Agreement in use at such time

Appendix F

(the "Future Residency Agreement"), (ii) meet all of the admission procedures outlined therein, and (iii) pay the reservation deposit required by the Future Residency Agreement.

5. Compliance. Failure to timely comply with Section 4 hereof shall result in the forfeiture of the Early Reserver's position on The Pines' waiting list.

6. No Assignment. The rights and privileges of the Early Reserver under this Agreement are personal to the Early Reserver and may not be transferred or assigned by the Early Reserver.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Corporation and the Early Reserver. Without limiting the generality of the foregoing, the parties understand and agree that the Early Reserver has no rights hereunder to the present use of The Pines or any of its amenities.

8. Governing Laws. This Agreement shall be governed by the laws of the State of North Carolina.

9. Notice Provisions. Any notices, consents, or other communications to the Corporation hereunder (collectively "notices") shall be in writing and addressed as follows:

Executive Director
The Pines at Davidson, Inc.
400 Avinger Lane
Davidson, NC 28036

The address of the Early Reserver for the purpose of giving notice is the address appearing after the signature of the Early Reserver below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE PINES AT DAVIDSON, INC.

By: _____

Title: _____

Early Reserver

Printed Name

Current Address: Street

City, State, Zip Code

Telephone

THE PINES AT DAVIDSON, INC.
CONSOLIDATED FINANCIAL STATEMENTS AND
INDEPENDENT AUDITORS' REPORT
YEARS ENDED DECEMBER 31, 2018 AND 2017

CliftonLarsonAllen LLP



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



Appendix G

**THE PINES AT DAVIDSON, INC.
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YEARS ENDED DECEMBER 31, 2018 AND 2017**

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INDEPENDENT AUDITORS' REPORT

Board of Directors
The Pines at Davidson, Inc.
Davidson, North Carolina

We have audited the accompanying consolidated financial statements of The Pines at Davidson, Inc. ("The Pines"), which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of revenue, expenses, and other changes in net assets without donor restrictions, 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.

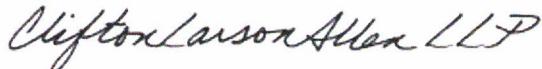
Appendix G

Board of Directors

The Pines at Davidson, Inc.

Opinion

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

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Charlotte, North Carolina

April 25, 2019

THE PINES AT DAVIDSON, INC.
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 5,862,669	\$ 4,268,896
Cash held under bond agreement for payment of:		
Interest	326,010	344,625
Principal	1,135,000	1,100,000
Accounts receivable, net	89,170	74,159
Interest receivable	214,749	238,756
Prepaid expenses and other current assets	<u>215,909</u>	<u>226,849</u>
Total Current Assets	7,843,507	6,253,285
PROPERTY AND EQUIPMENT		
Land and land improvements	13,210,445	12,819,319
Buildings and building improvements	50,267,810	50,254,060
Equipment, furniture and fixtures	12,015,363	11,484,641
Construction in progress	<u>3,402,445</u>	<u>586,274</u>
Total property and equipment	78,896,063	75,144,294
Less: accumulated depreciation	<u>(37,966,643)</u>	<u>(34,420,713)</u>
Property and equipment - net	40,929,420	40,723,581
OTHER ASSETS		
Board designated funds:		
Willis J. Hidell and Peggy Hidell operating fund	714,506	714,506
Other	28,372,145	28,599,145
Cash and investments whose use is limited		
Held under bond agreement	106,134	106,001
Operating reserve as required by North Carolina		
General Statutes	4,691,000	4,464,000
Villas at Poplar Hill Entrance Fee Deposits	1,436,438	-
Temporarily restricted donor assets:		
Restricted pledge receivable	1,187,811	858,989
Donor restricted cash and investments	15,859,059	16,958,825
Total other assets	<u>52,367,093</u>	<u>51,701,466</u>
TOTAL	<u><u>\$ 101,140,020</u></u>	<u><u>\$ 98,678,332</u></u>

See accompanying Notes to Consolidated Financial Statements.

	<u>2018</u>	<u>2017</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 3,373,603	\$ 3,167,640
Interest payable	328,869	344,500
Current portion of long-term debt	<u>1,235,000</u>	<u>1,100,000</u>
Total current liabilities	4,937,472	4,612,140
LONG-TERM DEBT, NET	21,575,373	22,833,549
OTHER LONG-TERM LIABILITIES:		
Deferred entrance fee revenue	29,240,638	30,366,434
Refundable entrance fee	4,666,936	4,485,149
Entrance fee deposits	<u>2,124,892</u>	<u>747,498</u>
Total liabilities	62,545,311	63,044,770
COMMITMENTS AND CONTINGENCIES (Note 12)		
NET ASSETS:		
Without donor restrictions:		
Board designated	10,742,343	10,719,481
Undesignated	<u>10,805,496</u>	<u>7,096,267</u>
Total without donor restrictions	21,547,839	17,815,748
With donor restrictions:		
Temporary Donor Restrictions	<u>17,046,870</u>	<u>17,817,814</u>
Total net assets	<u>38,594,709</u>	<u>35,633,562</u>
TOTAL	<u><u>\$ 101,140,020</u></u>	<u><u>\$ 98,678,332</u></u>

THE PINES AT DAVIDSON, INC.
CONSOLIDATED STATEMENTS OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET
ASSETS WITHOUT DONOR RESTRICTIONS
YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
OPERATING REVENUE AND SUPPORT:		
Resident services	\$ 16,049,250	\$ 15,265,568
Amortization of deferred entrance fees	3,813,380	3,642,173
Interest income	662,340	640,638
Other operating revenue	<u>1,285,109</u>	<u>1,270,684</u>
Total operating revenue and support	21,810,079	20,819,063
OPERATING EXPENSES:		
Salaries and benefits	9,366,901	9,083,198
Depreciation	3,545,932	3,626,977
Other operating expenses	6,283,714	6,477,640
Interest and amortization expense	<u>680,520</u>	<u>712,752</u>
Total operating expenses	<u>19,877,067</u>	<u>19,900,567</u>
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS FROM OPERATIONS	1,933,012	918,496
OTHER CHANGES:		
Contributions without donor restrictions	600	9,778
Net assets released from donor restrictions for buildings and equipment	2,333,459	12,487
Net decrease in fair value of investments	<u>(534,980)</u>	<u>(66,361)</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	3,732,091	874,400
NET ASSETS WITHOUT DONOR RESTRICTIONS:		
Beginning of year	<u>17,815,748</u>	<u>16,941,348</u>
End of year	<u><u>\$ 21,547,839</u></u>	<u><u>\$ 17,815,748</u></u>

See accompanying Notes to Consolidated Financial Statements.

THE PINES AT DAVIDSON, INC.
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:		
Total unrestricted revenue and support	\$ 21,810,679	\$ 20,828,841
Total unrestricted expenses	(19,877,067)	(19,900,567)
Net assets released from donor restrictions for buildings and equipment	2,333,459	12,487
Net decrease in fair value of investments	<u>(534,980)</u>	<u>(66,361)</u>
Increase in net assets without donor restrictions	<u>3,732,091</u>	<u>874,400</u>
NET ASSETS WITH TEMPORARY DONOR RESTRICTIONS:		
Contributions	2,166,175	303,264
Interest income	489,412	384,025
Net assets released from donor restrictions	(2,760,566)	(422,144)
Net increase (decrease) in fair value of investments	(553,825)	953,108
Change in value of pledges with donor restrictions	<u>(112,140)</u>	<u>55,479</u>
Increase (decrease) in net assets with temporary donor restrictions	<u>(770,944)</u>	<u>1,273,732</u>
CHANGE IN NET ASSETS	2,961,147	2,148,132
NET ASSETS:		
Beginning of year	<u>35,633,562</u>	<u>33,485,430</u>
End of year	<u><u>\$ 38,594,709</u></u>	<u><u>\$ 35,633,562</u></u>

See accompanying Notes to Consolidated Financial Statements.

THE PINES AT DAVIDSON, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 2,961,147	\$ 2,148,132
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	3,545,932	3,626,977
Amortization	22,776	23,750
Amortization of deferred entrance fees	(3,776,756)	(3,591,269)
Amortization of improvement deposit	(36,624)	(50,904)
Net change in fair value of investments	1,088,805	(886,747)
Change in value of long-term pledges	112,140	(55,481)
Restricted contributions	(2,166,175)	(303,264)
Restricted interest income	(489,412)	(384,025)
Changes in operating assets and liabilities - net	210,268	869,431
Net cash provided by operating activities	1,472,101	1,396,600
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	(3,751,771)	(1,814,981)
Purchases of investments and board-designated funds, net	(430,001)	(1,831,504)
Purchases of cash and investments held under bond agreement, net	(16,518)	(9,773)
Sales of assets limited as to use, net	(1,436,438)	-
Net cash used in investing activities	(5,634,728)	(3,656,258)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Restricted contributions	2,166,175	303,264
Restricted interest income	489,412	384,025
Change in pledges receivable - net	-	12,548
Cash paid for deferred financing costs	(45,952)	-
Repayment of long-term debt	(1,100,000)	(1,075,000)
Net proceeds from entrance fees	2,869,371	3,962,604
Net entrance fee deposits received	1,377,394	6,768
Net cash provided by financing activities	5,756,400	3,594,209
INCREASE IN CASH AND CASH EQUIVALENTS	1,593,773	1,334,551
CASH AND CASH EQUIVALENTS:		
Beginning of year	4,268,896	2,934,345
End of year	\$ 5,862,669	\$ 4,268,896

See accompanying Notes to Consolidated Financial Statements.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING AND REPORTING POLICIES

Organization and Mission Statement

The Pines at Davidson, Inc. (formerly known as Davidson Retirement Community, Inc.) ("The Pines at Davidson") is a continuing care retirement community located on approximately 109 acres in Davidson, North Carolina, offering housing where residents aged 65 and older live independently in 250 residential apartments, cottages, and villas ("Residential Center") and are provided services that include meals, activities, and housekeeping. Residents use the Jetton Community Center, which features a central dining room, café, library, post office, bank, private dining room, living room, game room, large meeting room, and chapel. There are also living accommodations and support services available in the Mariam Coltrane Schramm Health Center ("Schramm Health Center") for residents who require assistance with the activities of daily living or who become ill and require long-term nursing care. The Schramm Health Center consists of the Workman Wellness Center, a 30-bed assisted living unit and a 51-bed nursing unit. The Workman Wellness Center includes a wellness clinic supervised by a registered nurse serving residents within The Pines at Davidson, massage therapy facilities, a hot-water whirlpool, a warm-water therapy pool, two exercise equipment rooms oriented towards strength and endurance training, and separate locker rooms for men and women.

The Pines at Davidson was founded in 1983 under the leadership and guidance of the Davidson College Presbyterian Church. Financial support from members of the congregation of the church and others provided the initial \$2,000,000 in gifts and pledges as the initial funding for The Pines at Davidson. The Pines at Davidson obtained a construction loan to construct its original facilities that was secured by a first deed of trust on its land and improvements. A portion of the construction loan was also secured by a pledge by the trustees of Davidson College of marketable securities having a market value of \$5,226,810 as of July 29, 1988. The Pines at Davidson granted Davidson College a second deed of trust on its land and improvements to secure any liability that Davidson College might incur as a result of the pledge of its marketable securities. Permanent financing was provided by the issuance of \$24,210,000 of tax-exempt bonds in October 1988, shortly after the initial facilities were completed in July 1988. Proceeds from such permanent financing were used to pay off The Pines at Davidson's construction loan and the pledge of securities by Davidson College was terminated and the first and second deeds of trust in favor of the construction lender and Davidson College were released. In 1994, The Pines at Davidson refinanced its tax-exempt bonds in order to obtain a lower interest rate on its debt, and the following year, friends of The Pines at Davidson pledged \$1,040,000 to expand the Schramm Health Center and increase The Pines at Davidson's Resident Support Fund. In 1999, The Pines at Davidson opened its warm-water therapy facility. Approximately \$2,979,000 in gifts, pledges, and deferred gifts were contributed to finance the construction and operation of the warm-water therapy facility.

In 2006, The Pines at Davidson completed a bond offering (see Note 5) to fund an expansion and renovation project to the existing facility and repay the majority of its existing debt. In addition, The Pines at Davidson received contributions of over \$2,000,000 in gifts and pledges to help finance the health care and dining-related elements of the expansion. The expansion project was completed and placed in use during 2008. The expansion project resulted in the addition of 10 assisted living beds, four nursing beds, and 24 residential apartments.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

**NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING AND REPORTING POLICIES
(CONTINUED)**

Organization and Mission Statement (Continued)

On September 17, 2013, the North Carolina Medical Care Commission issued \$14,645,000 in bonds on behalf of The Pines at Davidson to finance the acquisition, construction and equipping of 24 villa apartments ("Hickory Crest Villas") (see Note 5). Site work on the Hickory Crest Villas began in early October 2013, and the units were placed in service January 1, 2015. Since completion of the Hickory Crest Villas, The Pines at Davidson has a total of 250 residential apartments, cottages and villas.

In 2016 The Pines' Board of Directors approved a revised strategic plan named BEYOND EXPECTATIONS: Shaping Our Future Together which identified needed improvements in The Pines' facilities and services ("Project"). Architectural and engineering work on the Project started in late 2017, site work started in early 2019 and management expects construction to be completed in late 2020. As noted in Note 15, on March 28, 2019, the North Carolina Medical Care Commission issued \$42,725,000 in tax-exempt Series A bonds and \$11,905,000 in tax-exempt Series B bonds representing public debt and bank debt, respectively, on behalf of The Pines to finance the construction and equipping of the Project.

The Project includes the renovation and partial replacement of the nursing unit, moving from its current hospital-like design with long corridors to a residential neighborhood plan. Ultimately, the nursing unit will consist of four neighborhoods: (1) the current Purcell Memory Support neighborhood with its 16 existing private rooms; (2) a nursing neighborhood comprised of 19 existing private rooms; and (3) two new nursing neighborhoods, each with 20 new private rooms. Each of the four nursing neighborhoods will include private rooms clustered near a common kitchen, dining and community space for resident activities and socializing. The updated neighborhood design will enable residents to benefit from a smaller, more intimate sense of community, enhancing their quality of life by encouraging more activity and greater engagement. Additionally, the 40 new private rooms, contained in a new two-story nursing wing connected to the current nursing wing, will offer more square footage, larger windows providing more natural light, private showers, built-in cabinets and personal-sized refrigerators so that each room becomes a comfortable residence. Following completion of these improvements, The Pines will have a total of 75 nursing beds offering nursing care, for a net increase of 24 nursing beds after 40 new private rooms are added and 16 existing nursing beds are removed from service upon completion of the Project.

The dining facilities in the assisted living unit will be renovated as part of the Project to provide a warmer "Country Kitchen" model (mirroring the "Country Kitchens" that will serve the two new nursing neighborhoods), enabling residents to benefit from the more customized serving of meals.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

**NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING AND REPORTING POLICIES
(CONTINUED)**

Organization and Mission Statement (Continued)

The Project will also reconfigure portions of the Jetton Community Center to create three new dining venues in addition to existing waited table service: (1) a market-place styled café where fresh food is ordered and prepared to residents' specifications from a variety of popular stations, such as an open hearth oven, Asian wok, chef's exhibition station, char grille, rotisserie oven, hand-crafted salad bar, in-house bakery and dessert café; (2) a pub offering light meals and adult beverages; and (3) a coffee and ice cream kiosk for snacks and prepared items that can be purchased to "grab and go." To make these dining changes possible, the existing Davidson Room will be repurposed for dining use and a large replacement gathering room will be added at the back of the Jetton Community Center. The new Davidson Room will be equipped with partitions enabling concurrent events to be held when demand is high. The new Davidson Room will include a multi-purpose space on the lower level. By creating flexible space, The Pines will be able to meet the diverse preferences of active residents while maintaining the intimate feel of the community.

A new fitness area is included in the Project, attached to the current Workman Wellness Center, that will provide an attractive setting for additional strength and cardio fitness equipment. The multi-purpose space in the lower level of the new Davidson Room will provide space for exercise classes.

A major component of the Project includes the construction of two new multi-story apartment buildings, each containing 19 apartments (for a total of 38 new Independent Living Units), which will be known as "The Villas at Poplar Hill." Floor plans for the individual units vary in design ranging from approximately 1,164 to 1,681 square feet. Each unit in The Villas at Poplar Hill features a living room, one and a half or two bathrooms, storage areas, a patio/balcony, carpeting, a fully equipped kitchen and basement or detached covered parking. All units in The Villas at Poplar Hill will have individually controlled heating and air conditioning, cable television and telephone hook-ups, laundry room for a washer and dryer and 24-hour fire, safety, and medical emergency call system. As of April 18, 2019, all 38 apartments at the Villas at Poplar Hill are reserved and prospective residents may pay a \$2,000 fully refundable deposit to be placed on the Villas at Poplar Hill waiting list.

Additional parking near the Schramm Health Center and Jetton Community Center is being added as part of the Project. The Pines is also adding a second entrance at the front of the campus (by extending Avinger Lane by approximately 750 feet).

The Pines is undertaking a capital campaign entitled "Great People, Special Places" to raise gifts, pledges and deferred gifts to help finance the cost of constructing the improvements to nursing, assisted living and the Community Center that comprise the Project. As of December 31, 2018, gifts, binding pledges and revocable deferred gifts in the amounts of \$1,530,000, \$431,000 and \$500,000, respectively, have been raised for the "Great People, Special Places Capital Campaign," for a total of \$2,461,000.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

**NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING AND REPORTING POLICIES
(CONTINUED)**

Organization and Mission Statement (Continued)

The Pines at Davidson is a nonstock, nonprofit corporation organized under the laws of the state of North Carolina to own and operate the Residential Center and Schramm Health Center. As a nonstock corporation, The Pines at Davidson has no shareholders, and any surplus remains within the corporation to build reserves for unforeseen financial needs and repairs and renovations to benefit residents. As a nonprofit corporation, The Pines at Davidson is oriented toward fulfilling its mission while maintaining financial security for its residents rather than earning profits to benefit shareholders. The Davidson College Presbyterian Church and Davidson College continue to have involvement in The Pines at Davidson, but have no responsibility for any of The Pines at Davidson's obligations.

The Pines at Davidson is the sole member of Mecklenburg Real Estate Holdings, LLC ("MREH"), a single member limited liability company, formed April 22, 2014 for the purpose of holding and managing real property for the benefit of The Pines at Davidson.

The Pines at Davidson's mission statement is as follows:

The mission of The Pines at Davidson is to provide high quality housing, health care and other services that exceed residents' expectations.

Principles of Consolidation

The consolidated financial statements include the accounts of The Pines at Davidson and MREH (collectively, "The Pines"). All significant intercompany accounts and transactions have been eliminated in consolidation.

Financial Assistance and Resident Support Fund

All residents have a contractual agreement with The Pines providing that in return for payment of an entrance fee and monthly fees, residents will have access to living arrangements and nursing care. It is The Pines' policy that a resident's agreement will not be terminated solely because of the resident's financial inability to continue to pay the monthly fee or other charges due under the agreement by reason of circumstances beyond the resident's control, such as outliving one's financial resources. This policy, however, shall not be construed as qualifying the right of The Pines to terminate a resident's agreement in accordance with the terms of the agreement. If a resident presents facts, which in the opinion of The Pines justify special financial consideration, The Pines will give careful consideration to subsidizing, in whole or in part, the monthly charge and other charges payable by a resident under the agreement so long as such subsidy can be made.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

**NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING AND REPORTING POLICIES
(CONTINUED)**

Financial Assistance and Resident Support Fund (Continued)

without impairing the ability of The Pines to attain its objectives while operating on a sound financial basis. Any determination by The Pines with regard to the granting of financial assistance is within the sole discretion of The Pines. Each resident's agreement with The Pines provides that the resident will not make any gift or other transfer of property for less than adequate consideration for the purpose of evading the resident's obligation under the agreement or if such gifts or transfer would render the resident unable to meet such obligations.

The Pines has established the Resident Support Fund, which is used to assist residents who become unable to pay their monthly fees and other charges as described above. The Resident Support Fund's investments are invested primarily in the Vanguard Wellington Fund.

Entrance Fees

Under the terms of the residence and care agreement, each resident member pays an entrance fee. The agreement requires a deposit of 10% of the entrance fee amount when a unit is reserved with the balance of the fee to be paid 10 days prior to occupancy. During the years ended December 31, 2018 and 2017, The Pines has received net entrance fees of \$4,362,118 and \$3,962,604, respectively. Entrance fees received upon occupancy, along with monthly service fees, pay the cost of services provided to residents. Once a unit is occupied, entrance fees are recognized as income over the actuarially determined expected residency period of each of The Pines' residents. Entrance fees are partially refunded to residents vacating a unit in the first 12 months of occupancy, except as noted below. The refund is determined based on the number of months occupied, less an administrative fee, and is paid after occupancy of the unit by a new resident.

Deposits paid, less an administrative charge, are refundable to persons canceling their residency contract prior to occupying The Pines. No administrative charge is assessed for cancelation resulting from death or from physical or mental impairment.

Residents may elect to pay additional incremental entrance fees based on the resident's age at his or her nearest birthday on the date of occupancy. Under this option, 90% or 50% of the original entrance fees are refundable dependent on the contract option elected. The contract provides for payment of the refundable fees after the unit is vacated and a new resident occupies the unit and pays the entrance fee in effect at the time of occupancy. Prospective residents may reserve priority on The Pines' waiting list to occupy a unit to become available in the future by making a \$1,000 refundable deposit for a unit or paying a \$100 nonrefundable fee if under the age of 70. Total deposits, including the 10% and \$1,000 deposits held, were \$2,124,892 and \$747,498 at December 31, 2018 and 2017, respectively. The refundable portion of entrance fees paid under the refund option contracts and deposits paid to reserve priority for a future unit are classified on the accompanying consolidated balance sheets as refundable entrance fees. Of the total refundable deposits, \$1,436,438 are deposits related to "The Villas at Poplar Hill" project referenced in Note 15.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

**NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING AND REPORTING POLICIES
(CONTINUED)**

Entrance Fees (Continued)

The Pines also allows its tenants to pay improvement deposits to fund the construction of improvements to their independent living units. There were no improvement deposits received during the years ended December 31, 2018 and 2017.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Significant estimates include the useful lives of property and equipment and the expected residency period. Actual results could differ from these estimates.

Cash and Cash Equivalents

All liquid investments with a maturity of three months or less are considered to be cash equivalents unless held under bond agreement, designated as long-term investments by the board of directors (the "board"), or restricted as to use by the donor. These investments are recorded at cost in the accompanying consolidated balance sheets.

Accounts Receivable

Resident accounts receivable consist of resident monthly service fees. The Pines provides an allowance for uncollectible accounts using management's estimate about the collectability of any past due accounts. Residents are not required to provide collateral for services rendered. Payment for services is required upon receipt of invoice or claim submitted. At both December 31, 2018 and 2017, the allowance for bad debts was approximately \$263,000.

Fair Value of Financial Instruments

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurements and Disclosures*, establishes a three-level valuation hierarchy based upon observable and unobservable inputs for fair value measurement of financial instruments that is discussed below in Note 3.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

**NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING AND REPORTING POLICIES
(CONTINUED)**

Property and Equipment

Purchased property and equipment are recorded at cost. Expenditures that materially increase values, change capacities, or extend estimated useful lives are capitalized. All fixed assets are depreciated using the straight-line method using the following estimated useful lives:

Land improvements	5–40 years
Buildings and building improvements	3–40 years
Equipment, furniture, and fixtures	3–30 years

Depreciation expense for 2018 and 2017 was \$3,545,932 and \$3,626,977, respectively.

The Pines capitalizes all property and equipment expenditures which have a cost in excess of \$500 and an expected life greater than or equal to three years.

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets is comprised of amounts paid in advance for property and liability insurance and, mainly real property held by The Pines.

Board-Designated Funds

Board-designated funds include assets set aside by the board to be used for capital expenditures for the repair or replacement of The Pines' property and equipment. The board retains control over these funds and may, at its discretion, use the funds for other purposes.

Cash and Investments Whose Use is Limited

Cash and investments whose use is limited consist of funds held pursuant to the requirements of The Pines' revenue bond agreement (see Note 2) and funds held to maintain an operating reserve as required by North Carolina General Statutes (see Note 10).

Debt Issuance Costs

Debt issuance costs consist of costs incurred from the issuance of The Pines' revenue bonds, including underwriter's fees, legal and accounting fees, and printing costs. These costs are being amortized over the term of the revenue bonds, using the effective-interest method. During 2006, The Pines completed a bond offering of its Series 2006 North Carolina Medical Care Commission Health Care Facilities First Mortgage Revenue Bonds. The Pines capitalized bond issuance costs associated with the bond offering totaling approximately \$715,000. The Pines used the proceeds from the bond offering to refund all but \$100,000 of the outstanding Series 1994 North Carolina Medical Care Commission Health Care Facilities First Mortgage Revenue Bonds ("Series 1994 Bonds"). During the year ended December 31, 2008, The Pines prepaid the outstanding Health Care Facilities First Mortgage Revenue Bonds, Series 2006B ("Series 2006B Bonds") in the amount of \$4,800,000.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

**NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING AND REPORTING POLICIES
(CONTINUED)**

Debt Issuance Costs (Continued)

During 2013, The Pines completed a bond offering of its Series 2013 North Carolina Medical Care Commission Health Care Facilities Revenue Bonds. The Pines deferred the bond issuance costs associated with the bond offering totaling approximately \$213,000. The Pines used the proceeds from the bond offering to expand The Pines' existing continuing care retirement community, including the construction of two new multi-story apartment buildings.

During 2015, The Pines completed a refinance of its Series 2006 Bonds with Series 2015 Bonds (both defined hereinafter). The Pines deferred the bond issuance costs associated with the bond offering totaling approximately \$154,000.

During 2018, The Pines began the process for a bond offering of two Series 2019 bonds (See Note 15). The Pines deferred the bond issuance costs associated with such bond offering totaling approximately \$46,000.

Deferred debt issuance costs are presented as a reduction of the carrying amount of the related debt and amortized using the effective interest method over the life of the debt as a component of interest expense.

Pledges Receivable

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of estimated future cash flows using discount rates, which are calculated annually. For the year ended December 31, 2018, The Pines discounted its long-term pledges using a rate of 2.75%. The Pines anticipates long-term pledges outstanding as of December 31, 2018, will be collected in entirety over a period of approximately 15 years. Conditional promises to give are not included as support until the conditions are substantially met. Pledges receivable with restrictions are included in net assets with temporary donor restrictions in the accompanying balance sheets (see Note 7). Unrestricted pledges receivable are included in prepaid expenses and other current assets and pledges receivable — long-term portion in the accompanying consolidated balance sheets.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

**NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING AND REPORTING POLICIES
(CONTINUED)**

Revenue Recognition

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases to net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expiration of restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

Net Assets without Donor Restrictions

Net assets without donor restrictions consist of all resources of The Pines that do not have donor-imposed restrictions. The Pines' board has designated \$10,742,343 and \$10,719,481 at December 31, 2018 and 2017, respectively, representing an amount that is directly attributable to gifts without donor restrictions and gifts released from donor restrictions. Such amount serves as a reserve for future events that might reduce net assets without donor restrictions, such as operating losses caused by circumstances beyond The Pines' control or additional expenses related to capital expenditures including repairs and renovations.

Net Assets with Donor Restrictions – Temporarily Restricted

The Pines reports gifts of cash and other assets as restricted support if they are received or pledged with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the accompanying consolidated statements of revenue, expenses, and other changes in net assets without donor restrictions as other operating revenue.

The Pines reports gifts of land, buildings, and equipment as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, The Pines reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

**NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING AND REPORTING POLICIES
(CONTINUED)**

Operating Revenue and Support and Expenses

All revenue, support, and expenses directly related to the operation of the continuing care community are included in operating revenue and support and expenses in the accompanying consolidated statements of revenue, expenses, and other changes in net assets without donor restrictions.

Income Tax Status

The Pines is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The Pines qualifies for the charitable contribution deduction under Section 170 and has been classified as an organization that is not a private foundation under Section 509(a)(2).

The Pines files as a tax-exempt organization. Management is not aware of any activities that would jeopardize tax-exempt status of the organization. Management is not aware of any significant activities that are subject to tax on unrelated business income or excise or other taxes for the organization.

The Pines follows guidance on the income tax standard regarding the recognition and measurement of uncertain tax positions. The implementation has had no impact on The Pines' consolidated financial statements.

Obligation to Provide Future Services

The Pines calculates the present value of the estimated cost of future services and use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from entrance fees and the present value of estimated periodic service fees. If the present value of the cost of future services and use of facilities exceeds the deferred revenue from entrance fees and the present value of periodic fees, a liability is recorded (obligation to provide future services). No liability has been recorded for the years ended December 31, 2018 and 2017, because the estimated present value of the cost of future services and use of facilities is less than deferred revenue from entrance fees and the present value of estimated periodic service fees.

Adoption of Accounting Standard

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Pines has adopted the provisions of ASU 2016-14 and has adjusted the presentation in these consolidated financial statements accordingly. The ASU has been applied retrospectively to all periods presented and has no effect on previously reported changes in net assets.

THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING AND REPORTING POLICIES (CONTINUED)

Subsequent Events

In preparing these consolidated financial statements, The Pines has evaluated events and transactions for potential recognition or disclosure through April 25, 2019, the date the consolidated financial statements were available to be issued.

NOTE 2 CASH AND INVESTMENTS HELD UNDER BOND AGREEMENT

Cash and investments held under bond agreement are carried at fair value based on quoted market prices.

A summary of cash and investments at December 31, 2018 and 2017, is as follows:

	<u>2018</u>	<u>2017</u>
Investments held by trustee under bond agreement:		
Money market accounts	\$ 1,567,144	\$ 1,550,626
Less: current portion held under bond agreement for interest and principal	<u>(1,461,010)</u>	<u>(1,444,625)</u>
	<u><u>\$ 106,134</u></u>	<u><u>\$ 106,001</u></u>

The funds maintained in the money market accounts are collateralized by U.S. Treasury Obligations.

NOTE 3 INVESTMENTS

The Pines' investments include cash and investments held by bond trustee, board-designated funds, long-term unrestricted investments, and restricted funds.

The Pines adheres to ASC Topic 958-320, *Not-For-Profit Entities - Investments - Debt and Equity Securities*, which requires all investments in debt securities (such as U.S. Treasury notes and corporate and municipal bonds) and investments in equity securities (stocks and stock/bond mutual funds) with readily determinable fair values to be reflected at fair value in the accompanying consolidated balance sheets. The Pines' investments are carried at fair value based on quoted market prices. The effect in 2018 and 2017 of applying ASC Topic 958-320, as it relates to the investments in the funds, was a net unrealized loss of (\$439,339) and (\$26,809), respectively. The Pines concurs with this treatment of the investments in the funds required by ASC Topic 958-320.

The net realized gains and losses on The Pines unrestricted investment portfolio were (\$18,421) and \$38,092 in 2018 and 2017, respectively.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

NOTE 3 INVESTMENTS (CONTINUED)

Internally Managed Investments

The Pines invests its unrestricted, noncurrent funds primarily in U.S. Treasury notes, which are held until maturity and then typically reinvested. The Pines has adopted conservative investment goals for its unrestricted noncurrent investments, which can be summarized as follows: The Pines seeks to a) preserve principal and maximize the safety of its unrestricted investments and b) reduce interest rate risk, since its primary mission is to operate a continuing care retirement community as opposed to buying and selling debt or equity securities. The Pines has chosen to invest its internally managed investments mainly in U.S. Treasury notes in order to help achieve its goal of preserving principal.

Externally Managed Investments

- The investment goals for the Externally Managed Investments are to a) preserve principal and maximize the safety of The Pines investments and b) to minimize interest rate risk.
- Eligible securities are limited to high-quality money market funds and debt securities, primarily obligations issued or guaranteed by the U.S. Treasury, federal agencies, or government-sponsored corporations or agencies, municipal obligations, corporate obligations, mortgage-backed securities (MBS), asset-backed securities (ABS), sovereign securities, and foreign quasi- and government-related securities.
- The performance and characteristics of the Externally Managed Investments is measured against the Barclays Capital Government Credit Intermediate Index, which is a high-quality moderate duration benchmark ("Benchmark").
- The maximum allocation to any single obligor, at time of purchase, will be limited to the greater of 10% of the Externally Managed Investments' market value or \$1 million par value, except there is no limit for obligations of the United States of America or any agency thereof. The percentage of assets in the separate account portfolios, which are obligations of the United States of America or agency thereof, or which is collateralized by obligations of the U.S. or any agency thereof, shall not be limited.
- All investments will have a minimum credit quality rating by at least two of the nationally recognized statistical rating organizations (NRSRO) of "A2" or equivalent by Moody's, "A" or equivalent by S&P or "A" or equivalent by Fitch Ratings at the time of purchase and thereafter. Such ratings are the sixth highest among the 10 investment grade rating categories used by such rating agencies. As of December 31, 2018, all investments were in compliance with this aspect of the investment policy. The portfolio average Moody's, S&P and Fitch Ratings credit quality ratings for the Externally Managed Investments were Aa1, AA and AA, respectively, as of December 31, 2018. Such ratings are the second (Moody's) and third (S&P and Fitch) highest credit quality rating categories among the 10 investment grade ratings categories used by Moody's, S&P and Fitch Ratings.
- The maximum effective maturity for any single issue will be limited to 15 years from the date of settlement. As of December 31, 2018, the average maturity for the Externally Managed Investments was 3.94 years, with maturities ranging from 0 years to 12.3 years.

THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 3 INVESTMENTS (CONTINUED)**Externally Managed Investments (Continued)**

- The average duration of the Externally Managed Investments will range from 70% to 120% of the specific duration for the Benchmark. As of December 31, 2018, the average duration for the Externally Managed Investments was 3.52 years, with durations ranging from 0 years to 10.4 years. The Pines is in compliance with this policy as of December 31, 2018.

The cash used for long-term investment purposes, both internally and externally managed, comes primarily from up-front entrance fees paid by residents. Entrance fees are established with the assistance of an actuary who makes certain interest rate assumptions. This plays a role in establishing the entrance fee. Entrance fees are used to pay the cost of services to residents over their lifetime and are, therefore, recognized as revenue over the life expectancy of each resident.

Equity Securities

As referred to in Note 1, The Pines has established a Resident Support Fund, which will be used to assist residents who become unable to pay their monthly fees and other charges for reasons beyond their control. The Pines receives charitable contributions restricted for this purpose. Equity investments in the Resident Support Fund and the warm-water therapy pool fund are invested in the Vanguard Wellington Fund.

Investments Held by Trustee

The investments held under the bond agreement are maintained in money market funds collateralized by U.S. Treasury Obligations or invested in U.S. Treasury notes by the bond trustee.

Investments as of December 31, 2018, are composed of the following:

	December 31, 2018	Fair Value Measurement at Reporting Date		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Money market funds	\$ 8,223,676	\$ 8,223,676	\$ -	\$ -
Externally managed funds:				
U.S. treasury notes	16,091,073	16,091,073	-	-
U.S. government obligations	3,694,237	3,694,237	-	-
Corporate bonds	11,395,634	11,395,634	-	-
U.S. municipal bonds	2,356,682	2,356,682	-	-
Mortgage backed securities	1,447,781	-	1,447,781	-
Asset backed securities	665,816	-	665,816	-
Equity securities - mutual funds	8,765,393	8,765,393	-	-
Total investments	<u>52,640,292</u>	<u>\$ 50,526,695</u>	<u>\$ 2,113,597</u>	<u>\$ -</u>
Cash and cash equivalents	<u>5,862,669</u>			
Total investments and cash and cash equivalents	<u>\$ 58,502,961</u>			

THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 3 INVESTMENTS (CONTINUED)

The Pines is required to use inputs for measuring fair value according to the three-level hierarchy established in ASC 820, using the lowest level possible (i.e., Level 1) if such inputs are available, and if not, going to the next highest level. The three levels for measuring fair value are listed below. The three-level hierarchy established in ASC 820 does not in and of itself reflect the credit quality or liquidity of any investment.

Level 1 inputs are quoted prices unadjusted in active markets for identical assets or liabilities that the reporting entity has the ability to assess at the measurement date. The Pines accounted for its Level 1 investments through the use of quoted market prices for those identical investments in debt and equity securities with readily determinable market values in active markets.

Level 2 inputs are inputs other than quoted prices including within Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 permits use of a variety of different inputs. The inputs used by The Pines in classifying its investments as Level 2 were quoted prices for similar assets in active markets.

As of December 31, 2018, The Pines' Level 2 investments consist of mortgage backed securities and asset backed securities.

The mortgage backed securities (MBS) classified as Level 2 in The Pines' portfolio as of December 31, 2018 contributed to sector diversification. The average credit rating of the MBS in The Pines' portfolio classified as level 2 were Aaa by Moody's, AA+ by S&P and AAA by Fitch Rating as of December 31, 2018.

The value and income payments of the ABS classified as Level 2 in The Pines' portfolio as of December 31, 2018, are derived from and collateralized by a specific pool of underlying assets for a finite time period, plus any rights or other assets designed to assure the servicing or timely distribution or proceeds to security holders. The average credit ratings of the ABS were Aaa by Moody's, AAA by S&P and AAA by Fitch Ratings as of December 31, 2018, the highest credit ratings issued by Moody's and S&P, respectively. Additionally, these ABS contribute to the sector diversification of the investment portfolio.

All such Level 2 investments were classified as Level 2 because identical investments with the same Committee on Uniform Security Identification Procedures (CUSIP) numbers did not trade at or near December 31, 2018. Therefore, The Pines had to value such investments based upon quoted prices for similar assets in active markets.

Level 3 inputs are unobservable inputs that are supported by little or no market activity and are significant to the fair value of the asset or liability. Unobservable inputs reflect management's own judgment about the assumptions that market participants would use in pricing the assets or liabilities. Level 3 assets and liabilities include financial instruments whose values are determined using pricing models, discounted cash flow methodologies or similar techniques, or for which the determination of fair value requires significant management judgment or estimation. None of The Pines' investments are classified as Level 3 as of December 31, 2018.

THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 3 INVESTMENTS (CONTINUED)

Investments as of December 31, 2017, are comprised of the following:

	December 31, 2017	Fair Value Measurement at Reporting Date		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Money market funds	\$ 4,772,331	\$ 4,772,331	\$ -	\$ -
Externally managed funds:				
U.S. treasury notes	16,946,001	16,946,001	-	-
U.S. government obligations	3,120,038	3,120,038	-	-
Corporate bonds	12,611,818	12,611,818	-	-
U.S. municipal bonds	3,826,260	3,826,260	-	-
Mortgage backed securities	1,558,102	-	1,558,102	-
Asset backed securities	383,738	-	383,738	-
Equity securities - mutual funds	9,068,814	9,068,814	-	-
Total investments	52,287,102	<u>\$ 50,345,262</u>	<u>\$ 1,941,840</u>	<u>\$ -</u>
Cash and cash equivalents	4,268,896			
Total investments and cash and cash equivalents	<u>\$ 56,555,998</u>			

The Pines is required to use inputs for measuring fair value according to the three-level hierarchy established in ASC 820, using the lowest level possible (i.e., Level 1) if such inputs are available, and if not, going to the next highest level. The three levels for measuring fair value are listed below. The three-level hierarchy established in ASC 820 does not in and of itself reflect the credit quality or liquidity of any investment.

Level 1 inputs are quoted prices unadjusted in active markets for identical assets or liabilities that the reporting entity has the ability to assess at the measurement date. The Pines accounted for its Level 1 investments through the use of quoted market prices for those identical investments in debt and equity securities with readily determinable market values in active markets.

Level 2 inputs are inputs other than quoted prices including within Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 permits use of a variety of different inputs. The inputs used by The Pines in classifying its investments as Level 2 were quoted prices for similar assets in active markets.

As of December 31, 2017, The Pines' Level 2 investments consist of mortgage backed securities and asset backed securities.

The mortgage backed securities (MBS) classified as Level 2 in The Pines' portfolio as of December 31, 2017 contributed to sector diversification. The average credit rating of the MBS in The Pines' portfolio classified as Level 2 were Aaa by Moody's, AA+ by S&P and AAA by Fitch Rating as of December 31, 2017.

The value and income payments of the ABS classified as Level 2 in The Pines' portfolio as of December 31, 2017, are derived from and collateralized by a specific pool of underlying assets for a finite time period, plus any rights or other assets designed to assure the

THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 3 INVESTMENTS (CONTINUED)

servicing or timely distribution or proceeds to security holders. The average credit ratings of the ABS were Aaa by Moody's, AAA by S&P and AAA by Fitch Ratings as of December 31, 2017, the highest credit ratings issued by Moody's and S&P, respectively. Additionally, these ABS contribute to the sector diversification of the investment portfolio.

All such Level 2 investments were classified as Level 2 because identical investments with the same Committee on Uniform Security Identification Procedures (CUSIP) numbers did not trade at or near December 31, 2017. Therefore, The Pines had to value such investments based upon quoted prices for similar assets in active markets.

Level 3 inputs are unobservable inputs that are supported by little or no market activity and are significant to the fair value of the asset or liability. Unobservable inputs reflect management's own judgment about the assumptions that market participants would use in pricing the assets or liabilities. Level 3 assets and liabilities include financial instruments whose values are determined using pricing models, discounted cash flow methodologies or similar techniques, or for which the determination of fair value requires significant management judgment or estimation. None of The Pines' investments are classified as Level 3 as of December 31, 2017.

Investment revenue is reported net of related investment expenses in the consolidated statements of revenue, expenses, and other changes in net assets without donor restrictions. The amounts of expenses netted with revenues were \$77,220 and \$77,644 for the years ended December 31, 2018 and 2017, respectively.

NOTE 4 LIQUIDITY

The Pines' financial assets available within one year of the balance sheet date for general expenditures are as follows:

	<u>2018</u>	<u>2017</u>
Cash and Cash Equivalents	\$ 5,862,669	\$ 4,268,896
Money market funds	8,223,676	4,772,330
U.S. treasury notes	16,091,073	16,946,002
U.S. government obligations	3,694,237	3,120,038
Corporate bonds	11,395,634	12,611,818
U.S. municipal bonds	2,356,682	3,826,260
Mortgage backed securities	1,447,781	1,558,102
Asset backed securities	665,816	383,738
Equity securities - mutual funds	8,765,393	9,068,814
	<u>58,502,961</u>	<u>56,555,998</u>
Accounts Receivable	89,170	74,159
Interest Receivable	214,749	238,756
Total Assets Available to Meet Liquidity Needs	<u>\$ 58,806,880</u>	<u>\$ 56,868,913</u>

THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 4 LIQUIDITY (CONTINUED)

The Pines has certain board-designated assets limited to use which are available within one year in the normal course of operations. Accordingly, these assets have been included in the qualitative information above for general expenditures within one year.

NOTE 5 LONG-TERM DEBT

On February 17, 1994, The Pines refinanced \$14,760,000 of \$15,940,000 in outstanding Series 1988 North Carolina Medical Care Commission Health Care Facilities First Mortgage Revenue Bonds ("Series 1988 Bonds") in order to take advantage of lower interest rates. The \$14,760,000 in Series 1988 Bonds were defeased or effectively retired by depositing \$16,970,000 in an irrevocable escrow fund, which, together with interest earned thereon, was sufficient to pay all interest, principal, and call premium on the portion of Series 1988 Bonds called on January 1, 1998, the earliest call date allowed under the terms of the bond documents. The irrevocable escrow fund deposit was funded by issuing \$17,090,000 in tax-exempt Series 1994 Health Care Facilities First Mortgage Revenue Bonds through the North Carolina Medical Care Commission ("Series 1994 Bonds"). The Series 1994 Bonds bore interest at an average rate of 5.77%. The outstanding principal balance on the defeased Series 1988 Bonds was paid on January 1, 1998.

On July 7, 2006, The Pines issued \$26,180,000 Health Care Facilities First Mortgage Revenue Bonds ("Series 2006A Bonds") and \$4,800,000 Health Care Facilities First Mortgage Revenue Bonds, Series 2006B ("Series 2006B Bonds") (collectively the "Series 2006 Bonds"). The Series 2006 Bonds were issued through the North Carolina Medical Care Commission in order to fund the expansion and renovation of the existing facility. The issuance of the Series 2006 Bonds involved an original issue premium of \$86,000. Proceeds from the Series 2006 Bonds were also used to extinguish \$12,195,000 of \$12,295,000 in outstanding Series 1994 Bonds on August 7, 2006. The remaining \$100,000 of Series 1994 Bonds outstanding are due in 2019 and bear interest at a fixed rate of 6%.

On September 1, 2013, The Pines issued \$14,645,000 Health Care Facilities Revenue Bonds ("Series 2013 Bonds"). The Series 2013 Bonds were issued through the North Carolina Medical Care Commission in order to fund construction of the 24 villa apartments that comprise the Hickory Crest Villas. The Series 2013 Bonds bear interest at fixed rate of 2.8% through January 1, 2029. Interest on Series 2013 Bonds is payable monthly through January 1, 2015 and then semiannually beginning July 1, 2015. The aggregate entrance fees derived from the Hickory Crest Villas totaled approximately \$6,895,300. Pursuant to the provisions of supplement #4, The Pines was required to use \$6,500,000 of those entrance fees to redeem either 2013 Bonds or 2006 Bonds, which were subject to redemption at par beginning on January 1, 2016.

During 2015, The Pines paid down \$6,500,000 (pursuant to supplement #4 as described above) of the Series 2006 Bonds and subsequently refinanced the Series 2006 Bonds through the issuance of \$11,125,000 of Health Care Facilities Refunding Revenue Bonds ("Series 2015 Bonds"). The proceeds from the Series 2015 Bonds along with \$6,500,000 of entrance fees associated with the 24 villa expansion pay down and \$1,495,000 of additional

THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 5 LONG-TERM DEBT (CONTINUED)

funds were used to legally defease the Series 2006 Bonds as of October 2015. The Series 2015 Bonds bear interest at a fixed rate of 2.87% through maturity with semi-annual interest payments. The Series 2015 Bonds have annual principal payments with a final maturity of January 2030.

The future debt service requirements of The Pines' long-term debt as of December 31, 2018 are as follows:

Years Ending December 31,	Principal	Interest	Total
2019	\$ 1,235,000	\$ 648,442	\$ 1,883,442
2020	1,165,000	685,042	1,850,042
2021	1,200,000	579,719	1,779,719
2022	1,230,000	545,472	1,775,472
2023	1,270,000	510,300	1,780,300
Thereafter	17,035,000	3,533,106	20,568,106
	23,135,000	6,502,081	29,637,081
Less: unamortized deferred financing costs	(324,627)	-	(324,627)
Less: current portion of long-term debt	(1,235,000)	-	(1,235,000)
Total	<u>\$ 21,575,373</u>	<u>\$ 6,502,081</u>	<u>\$ 28,077,454</u>

The terms of the Series 2013 Bonds require, among other provisions, the maintenance of various trustee-held funds including: a) a Series 2013 Bond fund, in which there is established an interest account, a sinking fund account, and a credit facility account, b) a redemption fund, c) a bond purchase fund, and d) a construction fund. Under the terms of the Series 2013 Bonds' covenants, The Pines must set rates to maintain a minimum debt service coverage ratio as defined by the bond agreement, and maintain certain other financial ratios at minimum levels as described in the bond agreement. The Pines believes it is in compliance with these covenants as of December 31, 2018.

The terms of the Series 2015 Bonds require, among other provisions, the maintenance of various trustee-held funds including: a) a Series 2015 Bond fund, in which there is established an interest account, a sinking fund account, and a credit facility account, b) a redemption fund, and c) a bond purchase fund. Under the terms of the Series 2015 Bonds' covenants, The Pines must set rates to maintain a minimum debt service coverage ratio as defined by the bond agreement, and maintain certain other financial ratios at minimum levels as described in the bond agreement. The Pines believes it is in compliance with these covenants as of December 31, 2018.

All outstanding revenue bonds are secured by the real property owned by The Pines that is necessary for the operation of the existing facilities and the expansion project. The mortgaged property does not include unimproved land owned by The Pines that is contiguous or adjacent to the mortgaged property.

**THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

NOTE 5 LONG-TERM DEBT (CONTINUED)

Interest payments relating to the Series 1994 Bonds, totaling \$6,000 were made during the years ended December 31, 2018 and 2017. Interest payments relating to the Series 2013 Bonds totaling \$374,496 and \$392,630, were made during the years ended December 31, 2018 and 2017, respectively. Interest payments relating to the Series 2015 Bonds totaling \$277,248 and \$305,655 were made during the years ended December 31, 2018 and 2017, respectively.

Interest and amortization expense in the amount of \$680,520 and \$712,752 for the years ended December 31, 2018 and 2017 included \$22,776 and \$23,750 of amortization expense, respectively.

NOTE 6 DEFINED CONTRIBUTION PLAN

The Pines maintains a defined contribution retirement savings plan governed by Section 403(b) of the Internal Revenue Code. The plan covers all employees and provides for discretionary employer contributions on behalf of eligible employees who meet certain service requirements. Employer contributions to the plan were \$252,473 and \$230,805 for the years ended December 31, 2018 and 2017, respectively.

NOTE 7 NET ASSETS WITH TEMPORARY DONOR RESTRICTIONS AND BOARD-DESIGNATED FUNDS

Net assets with temporary donor restrictions are contributions, which are designated for a specific use by the donor. Net assets with temporary donor restrictions as of December 31, 2018 and 2017, consist of assets to be used to finance the Resident Support Fund, to fund the operation of a warm-water therapy pool and hot-water whirlpool, and to fund certain other needs, including those identified in The Pines' former strategic plan entitled *Preserve and Progress*. In 2011, The Pines revised and renamed its strategic plan *Exceeding Expectations*. Equity investments held in the Resident Support Fund and the warm water therapy pool fund are invested in the Vanguard Wellington Fund. The Resident Support Fund will be used to assist residents who become unable to pay their monthly charges after admission to The Pines for reasons beyond their control (see Note 1). Contributions of investment securities for temporarily restricted purposes are recorded at fair market value at the date of the gift. Investments held in net assets with temporary donor restrictions are carried at fair market value.

Board-designated funds include assets set aside by the board to be used for capital expenditures for the repair or replacement of The Pines' property and equipment. The board retains control over these funds and may, at its discretion, use the funds for other purposes. These funds are invested in both internally and externally managed investments maintained at an investment firm in accordance with The Pines' investment policies (see Note 3).

THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 7 NET ASSETS WITH TEMPORARY DONOR RESTRICTIONS AND BOARD-DESIGNATED FUNDS (CONTINUED)

Board-designated funds and net assets with temporary donor restrictions at December 31, 2018, were composed of the following:

	Board Designated	Net Assets with Donor Restrictions - Temporary	Total
Resident Support Fund	\$ -	\$ 5,426,876	\$ 5,426,876
Warm Water Therapy Pool Fund	-	3,243,459	3,243,459
Preserve and Progress strategic plan objectives	-	6,131,765	6,131,765
Beyond Expectations strategic plan objectives	-	1,963,562	1,963,562
Other net assets with donor restrictions	-	281,208	281,208
Board Designated Fund	29,086,651	-	29,086,651
	<u>\$ 29,086,651</u>	<u>\$ 17,046,870</u>	<u>\$ 46,133,521</u>

Activity within the board-designated fund and net assets with temporary donor restrictions balances during the year ended December 31, 2018, was composed of the following:

	Board Designated	Net Assets with Donor Restrictions - Temporary	Total
Balance — beginning of year	\$ 29,313,651	\$ 17,817,814	\$ 47,131,465
Investment return — investment income	-	(64,413)	(64,413)
Contributions	-	2,166,175	2,166,175
Other changes:			
Net asset released	-	(2,760,566)	(2,760,566)
Change in pledge receivable	-	(112,140)	(112,140)
Increase in board designated funds	(227,000)	-	(227,000)
	<u>\$ 29,086,651</u>	<u>\$ 17,046,870</u>	<u>\$ 46,133,521</u>

Board-designated fund and net assets with temporary donor restrictions balances at December 31, 2017, were composed of the following:

	Board Designated	Net Assets with Donor Restrictions - Temporary	Total
Resident Support Fund	\$ -	\$ 5,766,393	\$ 5,766,393
Warm Water Therapy Pool Fund	-	3,437,609	3,437,609
Preserve and Progress strategic plan objectives	-	8,329,521	8,329,521
Other net assets with donor restrictions	-	284,291	284,291
Board Designated Fund	29,313,651	-	29,313,651
	<u>\$ 29,313,651</u>	<u>\$ 17,817,814</u>	<u>\$ 47,131,465</u>

THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 7 NET ASSETS WITH TEMPORARY DONOR RESTRICTIONS AND BOARD-DESIGNATED FUNDS (CONTINUED)

Activity within the board-designated fund and net assets with temporary donor restrictions balances during the year ended December 31, 2017, was composed of the following:

	Board Designated	Net Assets with Donor Restrictions - Temporary	Total
Balance — beginning of year	\$ 27,813,651	\$ 16,544,082	\$ 44,357,733
Investment return — investment income	-	1,337,133	1,337,133
Contributions	-	303,264	303,264
Other changes:			
Net asset released	-	(422,144)	(422,144)
Change in pledge receivable	-	55,479	55,479
Increase in board designated funds	1,500,000	-	1,500,000
Endowment net assets — end of year	<u>\$ 29,313,651</u>	<u>\$ 17,817,814</u>	<u>\$ 47,131,465</u>

The Pines has been designated as the beneficiary of certain charitable gifts upon the death of individual donors and these amounts have been recorded as irrevocable gifts receivable in accordance with ASC Topic 958-605, *Not-For-Profit Entities — Revenue Recognition — Recognition*.

NOTE 8 NET ASSETS RELEASED FROM TEMPORARY DONOR RESTRICTIONS

Net assets, which were released from temporary donor restrictions upon satisfaction of the donors' restricted purpose or upon occurrence of other events specified by donors at December 31, 2018 and 2017, are as follows:

	2018	2017
Purpose restrictions accomplished	<u>\$ 2,760,566</u>	<u>\$ 422,144</u>

THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 9 FUNCTIONAL EXPENSES

The Pines provides services to the residents of its facility that include independent living, and healthcare nursing services. Certain categories are attributable to more than one program or supporting function, therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and benefits and other operating expenses, which are allocated on a time and effort basis, and depreciation and interest, which are allocated on a square footage basis.

	Total Program Services	Management and General	Total
Salaries and benefits	\$ 8,242,873	\$ 1,124,028	\$ 9,366,901
Depreciation	3,510,473	35,459	3,545,932
Other operating expenses	5,529,668	754,046	6,283,714
Interest and amortization	673,715	6,805	680,520
	<u>\$ 17,956,729</u>	<u>\$ 1,920,338</u>	<u>\$ 19,877,067</u>

NOTE 10 STATUTORY OPERATING RESERVE

Under Section 58-64-33 of the North Carolina General Statutes, which is administered by the North Carolina Department of Insurance, continuing care retirement communities are required to maintain an operating reserve equal to 25% of the total operating costs, as defined, projected for the 12-month period following the period covered by the most recent annual statement filed with the North Carolina Department of Insurance, if occupancy levels are in excess of 90%. If occupancy levels are less than 90%, the operating reserve requirement is 50% of total operating costs, as defined. The Pines has historically maintained an occupancy level in excess of 90%. The statutory operating reserve for 2018 and 2017 was \$4,691,000 and \$4,464,000, respectively. Use of the operating reserve by The Pines is restricted under Section 58-64-33 of the North Carolina General Statutes. The North Carolina General Statutes do not require The Pines to maintain such operating reserve in a separate escrow account.

NOTE 11 FAIR VALUE OF FINANCIAL INSTRUMENTS

The Pines' financial instruments consist primarily of cash and cash equivalents, receivables, investments, accounts payable, accrued expenses, and short-term and long-term debt. The carrying value of these items, excluding investments and long-term debt, approximates fair value due to their short maturity. Investments are recorded at fair value, determined using fair market value in accordance with guidance regarding accounting for certain investments held by not-for-profit organizations. The fair value of The Pines' long-term debt approximates its carrying value at December 31, 2018 and 2017.

THE PINES AT DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 12 COMMITMENTS AND CONTINGENCIES

The Pines continually evaluates contingencies based upon the best available evidence and provides loss allowance where necessary. Principal contingencies include professional liability risks and compliance with applicable federal, state, and local government laws and regulations. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, property and sales taxation, and The Pines' not-for-profit tax status. Management believes that allowances for loss have been provided to the extent necessary and that The Pines is in compliance with applicable government laws and regulations. Management believes that resolution of contingencies will not materially affect The Pines' consolidated financial position, results of operations, and cash flows. The Pines has outstanding construction commitments of approximately \$715,000 as of the year end December 31, 2018 related to the expansion project.

NOTE 13 SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Supplemental disclosures of cash flow information as of December 31, 2018 and 2017 are as follows:

	<u>2018</u>	<u>2017</u>
Cash paid for interest during the year	\$ 657,744	\$ 704,285
Supplemental disclosures of non-cash investing and finance information are as follows — accrued capital expenditures	\$ 319,460	\$ 35,791

NOTE 14 RELATED-PARTY TRANSACTIONS

In the ordinary course of business, The Pines has an ongoing business relationship with two law firms in which two members of the board of trustees were related parties in 2018 and 2017.

NOTE 15 SUBSEQUENT EVENTS

On March 28, 2019, the North Carolina Medical Care Commission issued \$42,725,000 in tax-exempt Series A bonds and \$11,905,000 in tax-exempt Series B bonds ("New Bonds") representing publicly-offered debt and bank-placed debt, respectively, on behalf of The Pines at Davidson to finance the acquisition, construction and equipping of 38 new independent living units ("The Villas at Poplar Hill"), renovations and partial replacement of the nursing unit, and other miscellaneous improvements. A full description of the improvements is included in Note 1.

The New Bonds bear interest at a weighted average rate of 4.33% through maturity with semi-annual interest payments. The New Bonds have annual principal payments which commence on December 31, 2021, with a final maturity of December 2049.



Investment advisory services are offered through CliftonLarsonAllen
Wealth Advisors, LLC, an SEC-registered investment advisor.

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THE PINES AT DAVIDSON, INC.
 UNAUDITED INTERIM FINANCIAL STATEMENTS
 March 31, 2019
 (In Thousands)

<u>BALANCE SHEET</u>	<u>As of 3/31/19</u>
Assets	
Current Assets	\$ 10,206
Plant, Property & Equipment, net	43,386
Bond Funds Held by Trustee & Other Assets	43,900
Operating Reserve as Required by NC General Statutes	4,691
Long-Term Investments & Board Designated Funds	30,222
Donor restricted cash & investments	16,810
Total Assets	<u>\$ 149,215</u>
Liabilities & Fund Balance	
Current Liabilities	\$ 7,429
Bonds, net	65,172
Other Long-Term Liabilities	35,884
Total Liabilities	<u>\$ 108,485</u>
Net Assets:	
Without Donor Restrictions	\$ 22,785
With Temporary Donor Restrictions	17,945
Total Net Assets	<u>\$ 40,730</u>
Total Liabilities & Net Assets	<u>\$ 149,215</u>

Appendix H

THE PINES AT DAVIDSON, INC.
UNAUDITED INTERIM FINANCIAL STATEMENTS
March 31, 2019
(In Thousands)

STATEMENT OF UNRESTRICTED REVENUE & EXPENSES
AND OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS

For Three Months
Ending 3/31/19

Revenue	
Earned Entrance Fees	\$ 1,259
Monthly Resident Fees & Other Operating Revenue	4,191
Interest Income	171
Total Revenue	<u>\$ 5,621</u>
Expenses	
Operating Expenses	\$ 3,889
Depreciation Expense	878
Interest & Amortization Expense	160
Total Expenses	<u>\$ 4,927</u>
Change in Net Assets without Donor Restrictions from Operations	\$ 694
Other Changes	
Net Assets Released from Restriction for Capital Items	-
Change in Net Unrealized Gains on Investments	541
Unrestricted Contributions	1
Change in Net Assets without Donor Restrictions	<u><u>\$ 1,236</u></u>

THE PINES AT DAVIDSON, INC.
 UNAUDITED INTERIM FINANCIAL STATEMENTS
 March 31, 2019
 (In Thousands)

<u>STATEMENT OF CHANGES IN NET ASSETS</u>	<u>Net Assets without Donor Restrictions</u>	<u>Net Assets with Temporary Donor Restrictions</u>
Net Assets, January 1, 2019	\$ 21,548	\$ 17,047
Results of Operations, Unrestricted Contributions, Unrealized Gains/Losses, Temporarily Restricted Contributions and Net Assets Released from Restrictions	1,236	
Earnings on Temporarily Donor Restricted Funds and Temporarily Donor Restricted Gifts	-	898
Net Assets, March 31, 2019	<u>\$ 22,784</u>	<u>\$ 17,945</u>

<u>STATEMENT OF CASH FLOWS FOR THE THREE MONTHS ENDED MARCH 31, 2019 (UNAUDITED)</u>	<u>2019 (3 months)</u>
Net Cash Provided by Operating Activities	\$ 3,030
Net Cash Provided by Investing Activities	(43,892)
Net Cash Used for Financing Activities	<u>44,781</u>
Increase in Cash and Cash Equivalents	3,919
Cash and Cash Equivalents:	
Beginning of period	5,863
End of period	<u>\$ 9,782</u>

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**EXPLANATION OF MATERIAL DIFFERENCES BETWEEN PREVIOUS
PROJECTED BALANCE SHEET; STATEMENT OF UNRESTRICTED REVENUE,
EXPENSES AND OTHER CHANGES IN NET ASSETS WITHOUT DONOR
RESTRICTIONS; AND STATEMENT OF CASH FLOWS FOR 2018 AND 2018
ACTUAL RESULTS.**

The following explanation is furnished pursuant to Section 58-64-30 of the North Carolina General Statutes. The explanation pertains to material differences between (i) the projected Balance Sheet, projected Statement of Unrestricted Revenues, Expenses, and Other Changes in Net Assets Without Donor Restrictions, and projected Statement of Cash Flows of The Pines for 2018 (herein referred to as the "Previous Projected Balance Sheet, Statement of Unrestricted Revenue and Expenses and Statement of Cash Flows") contained as part of the Disclosure Statement dated 2018, filed with the North Carolina Department of Insurance, and (ii) the actual results of operations of The Pines for 2018 as shown in the audited financial statements of The Pines contained as a part of Appendix G attached hereto.

An explanation of material differences between the 2018 Projected Financial Statements and the 2018 actual results follows. For this purpose line item variances (excluding subtotals and totals) greater than \$1,000,000 which represents approximately 1% of total assets and 3% of total net assets were considered material.

Set forth below is a comparison of the 2018 actual results with the projected results for 2018 shown in the Previous Projected Balance Sheet, Statement of Unrestricted Revenue and Expense, and Statement of Cash Flows:

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Appendix I

BALANCE SHEET

(In Thousands)

	2018 Actual Results	2018 Projected Results	Variance	
ASSETS				
Current Assets	\$ 7,844	\$ 6,505	\$ 1,339	(1)
Property Plant & Equipment, net	40,929	41,345	(416)	
Other Assets				
Board Designated	29,087	29,314	(227)	(1)
Cash and investments whose use is limited	6,233	4,736	1,497	(2)
Temporarily restricted donor investments	15,859	16,958	(1,099)	(3)
Other	1,188	859	329	
Total Assets	\$ 101,140	\$ 99,717	\$ 1,423	
LIABILITIES AND NET ASSETS				
Current Liabilities	\$ 4,938	\$ 5,797	\$ (859)	
Long-term Debt, net	21,575	21,622	(47)	
Other Long Term Liabilities	36,032	36,303	(271)	
Total Liabilities	62,545	63,722	(1,177)	
NET ASSETS				
Without donor restrictions	21,548	18,178	3,370	(4)
With temporary donor restrictions	17,047	17,817	(770)	
Total Net Assets	38,595	35,995	2,600	
TOTAL LIABILITIES & NET ASSETS	\$ 101,140	\$ 99,717	\$ 1,423	

(1) 2018 current assets and Board Designated assets combined were \$1,112,000 greater than projected and primarily represents unrestricted cash and investments. This increase is primarily attributable to the release of net assets from temporary donor restrictions upon satisfaction of the donors' restricted purpose.

(2) The increase in cash and investments whose use is limited is directly attributable to deposits for the projected new independent living units.

(3) Temporarily restricted donor investments were \$1.1 million less than projected primarily due to the release of net assets from temporary donor restrictions upon satisfaction of the donors' restricted purpose.

(4) Net assets without donor restrictions increased \$3.37 million primarily due to (a) an increase in net assets from operations greater than projected and (b) the release of net assets from temporary donor restrictions upon satisfaction of the donors' restricted purpose.

STATEMENTS OF CASH FLOWS
(In Thousands)

	2018 Actual Results	2018 Projected Results	Variance	
Net Cash Provided by/(Used for) Operating Activities	\$ 1,472	\$ 1,277	\$ 195	
Net Cash Provided by/(Used for) Investing Activities	(5,635)	(4,526)	(1,109)	(1)
Net Cash Provided by/(Used for) Financing Activities	5,756	2,989	2,767	(2)
Increase/(Decrease) in Cash & Cash Equivalents	1,593	(260)	1,853	
Cash & Cash Equivalents				
Beginning of Period	4,269	4,269	-	
End of Period	\$ 5,862	\$ 4,009	\$ 1,853	

(1) Net cash used in investing activities was \$1.1 million greater than the projected results primarily due to the deposits attributable to the projected new independent living units.

(2) Net cash provided by financing activities was greater than the projected results primarily due to an increase in temporary restricted contributions.

Appendix I

STATEMENT OF REVENUE, EXPENSES AND OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS (In Thousands)

	2018 Actual Results	2018 Projected Results	Variance	
	(In Thousands)			
Resident Service Fees	\$ 16,049	\$ 16,002	\$ 47	
Entrance Fee Amortization	3,814	3,384	430	
Other Revenue	1,285	956	329	
Interest Income	662	632	30	
Total Revenue	21,810	20,974	836	
Depreciation and Amortization	3,569	3,584	(15)	
Interest Expense	657	681	(24)	
Other Expenses	15,651	16,203	(552)	
Total Expenses	19,877	20,468	(591)	
Increase in Net Assets Without Donor Restrictions From Operations	1,933	506	1,427	
Other Changes				
Contributions without donor restrictions	1	-	1	
Net Assets Released from Donor Restrictions for Buildings and Equipment	2,333	-	2,333	(1)
Change in Net Unrealized Gains & Losses on Investments	(535)	-	-	
Change in value of unrestricted pledges	-	-	-	
Change in Net Assets Without Donor Restrictions	3,732	506	3,761	
Net Assets Without Donor Restrictions at Beginning of Year	17,816	17,672		
Net Assets Without Donor Restrictions at End of Year	\$ 21,548	\$ 18,178	\$ 3,761	

(1) This increase is primarily attributable to the release of net assets from temporary donor restrictions upon satisfaction of the donors' restricted purpose.



1120 South 101st Street
Suite 400
Omaha, NE 68124
USA
Tel +1 402 393 9400
Fax +1 402 393 1037
milliman.com

Statement of Actuarial Opinion

I, Gregory T. Zebolsky, am associated with Milliman, and am a Member of the American Academy of Actuaries and meet its qualification standards to issue statements of Actuarial Opinion for Continuing Care Retirement Communities. I have been involved in the determination and calculation of various items in the Actuarial Study produced for The Pines at Davidson, a continuing care retirement community in Davidson, North Carolina.

I performed or directed the analysis, and formulated the conclusions in accordance with Actuarial Standard of Practice Number 3, as documented in the Actuarial Study as of December 31, 2014 prepared by Milliman. The summary of objectives, analysis and results is attached and forms part of this opinion.

I relied upon the accuracy and completeness of historical resident data, financial statements and other documentation, and certain financial assumptions provided under the direction of Mr. David Rainey, Director of Financial Services, The Pines at Davidson. In accordance with the scope of this project, I performed no audit or independent verification of the information furnished. I have reviewed the resident data furnished for reasonableness and consistency. I found no materially unreasonable or inconsistent relationships in such data.

I have examined the data, actuarial assumptions, and actuarial methods used in determining the actuarial balance sheet, 10-year cash flow projection, and actuarial pricing analysis contained in the above named Actuarial Study. As stated in the summary of findings, the actuarial balance sheet develops a surplus, the cash flow projection shows positive cash balances, the actuarial pricing analysis indicates a pricing surplus, and The Pines at Davidson is therefore in satisfactory actuarial balance, as defined by Actuarial Standard of Practice Number 3, at December 31, 2014.

In my opinion, the above items shown in the Actuarial Study for The Pines at Davidson, prepared April, 2015, by Milliman:

- i) are based on data and actuarial assumptions that are reasonable and appropriate under the circumstances,
- ii) are computed using methods consistent with sound actuarial principles and practices, and
- iii) include provision for all actuarial liabilities and related statement items.

A handwritten signature in black ink, appearing to read "Gregory T. Zebolsky", written over a horizontal line.

Gregory T. Zebolsky, F.S.A., M.A.A.A.

Date: April 30, 2015



The Pines at Davidson
Actuarial Study as of December 31, 2014
Completed April, 2015

Summary of Objectives, Analysis and Results

Objectives

At the request of The Pines at Davidson (The Pines), Milliman performed an actuarial study. The objective of our study was to determine if the financial condition of The Pines at Davidson is in satisfactory actuarial balance as of December 31, 2014, in accordance with Actuarial Standard of Practice Number 3 (ASOP #3).

According to Actuarial Standards of Practice, such a balance is achieved if:

- a) The Community's resources that are available for current residents (including the actuarial present value of periodic fees expected to be paid in the future by present residents) are greater than or equal to any existing liabilities for current residents plus the actuarial present value of the expected costs associated with the obligations to such residents under their contracts.
- b) For a cohort of new entrants, the sum of the advance fee paid at or before occupancy plus the actuarial present value at occupancy of the new residents' expected periodic fees is greater than or equal to the actuarial present value at occupancy of the costs associated with the obligations assumed by the CCRC for this cohort.
- c) Cash and investment balances are positive in each projection year.

Analysis

In performing the actuarial study, we projected current and new residents through various levels of care until death. The rates of population movement used in our projections were developed based on the experience data provided by The Pines and on Milliman's past experience with other CCRCs. Using results of the population projections we apply projected fees and expenses to develop projected cash flows and to determine actuarial present values of future income and expenses on the actuarial balance sheet and pricing analysis.



Results

The actuarial balance sheet for current residents develops a surplus, demonstrating that The Pines has enough resources available for current residents to cover the actuarial present value of the expected costs of performing all remaining obligations to such residents under their contracts.

The actuarial pricing analysis in this study indicates an actuarial pricing surplus for new residents under the Standard Plan residency agreement. This means, for a cohort of new entrants at The Pines, that the sum of the advance fee paid at or before occupancy plus the actuarial present value at occupancy of the new residents' expected periodic fees is greater than or equal to the actuarial present value at occupancy of the costs associated with the obligations assumed by the community.

The cash flow projection shows positive and increasing cash and investment balances in each of the ten years shown. This is a good and necessary result for an actuarially priced CCRC.

The current residents' actuarial balance sheet surplus, the new entrants' actuarial pricing surplus, and the cash flow projection showing positive cash and investment balances demonstrate that The Pines is in satisfactory actuarial balance and that the long-term relationship between the community's assets and liabilities is favorable at December 31, 2014.

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THE PINES AT DAVIDSON, INC.
COMPILATION OF FINANCIAL FORECAST
FOR THE YEARS ENDING
DECEMBER 31, 2019 THROUGH DECEMBER 31, 2023

Appendix K

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Board of Directors
The Pines at Davidson, Inc.
Davidson, North Carolina

Management is responsible for the accompanying forecasted consolidated financial statements of The Pines at Davidson, Inc. ("The Pines" or the "Corporation"), which comprise the forecasted consolidated balance sheets as of December 31, 2019, 2020, 2021, 2022 and 2023, and the related consolidated forecasted statements of unrestricted revenue, expenses and other changes in net assets without donor restrictions, consolidated changes in net assets, and consolidated cash flows for the years then ending, and the related summaries of significant assumptions and accounting policies in accordance with the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the forecasted consolidated financial statements 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, nor provide any form of assurance on these forecasted consolidated financial statements or the assumptions. Furthermore, there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

The accompanying forecast information and this report are intended solely for the information and use of management, the Board of Directors, and the North Carolina Department of Insurance (pursuant to the requirements of North Carolina General Statutes, Chapter 58, Article 64 and included in the Corporation's disclosure statement filing), and is not intended to be and should not be used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Charlotte, North Carolina
May 28, 2019

THE PINES AT DAVIDSON, INC.
FORECASTED CONSOLIDATED STATEMENTS OF UNRESTRICTED REVENUE, EXPENSES,
AND OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS
FOR THE YEARS ENDING DECEMBER 31,
(IN THOUSANDS OF DOLLARS)

	2019	2020	2021	2022	2023
OPERATING REVENUE AND SUPPORT:					
Resident service fees	\$ 11,170	\$ 11,733	\$ 14,067	\$ 14,725	\$ 15,129
Health center revenue	5,391	5,597	7,043	8,128	8,390
Amortization of deferred entrance fees	3,634	3,829	4,446	4,968	5,060
Interest income	513	955	1,008	1,446	1,518
Other operating revenue	931	964	1,060	1,116	1,152
Total operating revenue	21,639	23,078	27,624	30,383	31,249
OPERATING EXPENSES:					
Administrative	3,286	3,380	3,781	3,935	4,036
Marketing and development	1,232	695	633	638	657
Dining	3,215	3,360	4,095	4,436	4,585
Housekeeping	865	900	1,058	1,131	1,163
Maintenance	3,590	3,792	4,418	4,587	4,720
Laundry	154	160	179	188	193
Social services, wellness, activities and transportation	1,198	1,240	1,380	1,451	1,493
Health care	4,168	4,298	5,281	5,786	5,956
Depreciation	3,496	3,041	4,298	4,870	4,949
Interest expense, amortization of debt issuance costs and amortization of bond premium	605	1,135	2,685	2,543	2,503
Total operating expenses	21,809	22,001	27,808	29,565	30,255
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS FROM OPERATIONS	\$ (170)	\$ 1,077	\$ (184)	\$ 818	\$ 994
OTHER CHANGES:					
Assets released from restrictions - Project	4,173	2,500	-	-	-
Loss on disposal of property	(930)	-	-	-	-
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	\$ 3,073	\$ 3,577	\$ (184)	\$ 818	\$ 994
NET ASSETS WITHOUT DONOR RESTRICTIONS:					
Beginning of Year	20,727	23,800	27,377	27,193	28,011
End of Year	\$ 23,800	\$ 27,377	\$ 27,193	\$ 28,011	\$ 29,005

See Accompanying Summary of Significant Forecast Assumptions and Accounting Policies and Independent Accountants' Compilation Report

THE PINES AT DAVIDSON, INC.
FORECASTED CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDING DECEMBER 31,
(IN THOUSANDS OF DOLLARS)

	2019	2020	2021	2022	2023
NET ASSETS WITHOUT DONOR RESTRICTIONS					
Total operating revenues	\$ 21,639	\$ 23,078	\$ 27,624	\$ 30,383	\$ 31,249
Total operating expenses	(21,809)	(22,001)	(27,808)	(29,565)	(30,255)
Assets released from restrictions-Project	4,173	2,500	-	-	-
Loss on disposal of property	(930)	-	-	-	-
Increase (decrease) in net assets without donor restrictions	\$ 3,073	\$ 3,577	\$ (184)	\$ 818	\$ 994
NET ASSETS WITH DONOR RESTRICTIONS					
Investment income	296	234	225	276	275
Contributions	587	114	117	121	125
Release from restrictions	(4,571)	(2,910)	(422)	(435)	(448)
Decrease in net assets with donor restrictions	\$ (3,688)	\$ (2,562)	\$ (80)	\$ (38)	\$ (48)
CHANGE IN NET ASSETS	\$ (615)	\$ 1,015	\$ (264)	\$ 780	\$ 946
NET ASSETS:					
Beginning of year	\$ 37,646	\$ 37,031	\$ 38,046	\$ 37,782	\$ 38,562
End of year	\$ 37,031	\$ 38,046	\$ 37,782	\$ 38,562	\$ 39,508

See Accompanying Summary of Significant Forecast Assumptions and Accounting Policies and Independent Accountants' Compilation Report

THE PINES AT DAVIDSON, INC.
FORECASTED CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDING DECEMBER 31,
(IN THOUSANDS OF DOLLARS)

	2019	2020	2021	2022	2023
Cash flows from operating activities:					
Change in net assets	\$ (615)	\$ 1,015	\$ (264)	\$ 780	\$ 946
Adjustments to reconcile change in net assets to net cash used in operating activities:					
Depreciation	3,496	3,041	4,298	4,870	4,949
Amortization of debt issuance costs	60	72	69	66	65
Amortization of bond premium	(74)	(98)	(98)	(98)	(98)
Loss on disposal of property	930	-	-	-	-
Increase in prepaids and receivables	(537)	(38)	(129)	(66)	(36)
Increase in current liabilities	1,947	39	489	260	127
Amortization of deferred entrance fees	(3,634)	(3,829)	(4,446)	(4,968)	(5,060)
Net cash provided (used) by operating activities	1,573	202	(81)	844	893
Cash flows from investing activities:					
Decrease (increase) in board-designated funds	-	7,000	(7,000)	-	-
Purchase and construction of property and equipment	(39,281)	(29,383)	(1,050)	(2,100)	(3,050)
Interest cost capitalized during construction, net of interest earnings	(1,261)	(1,576)	-	-	-
Decrease in escrowed resident deposits	-	560	876	-	-
Decrease (increase) in assets limited as to use	(10,096)	(3,697)	10,754	(161)	(164)
Change in temporarily restricted investments	3,688	2,562	80	38	48
Net cash provided (used) by investing activities	(46,950)	(24,534)	3,660	(2,223)	(3,166)
Cash flows from financing activities:					
Entrance fees and deposits received, net of refunds	5,610	10,190	12,679	5,297	5,661
Proceeds from Series 2019A Bonds	45,670	-	-	-	-
Proceeds from Series 2019B Bonds	57	11,848	-	-	-
Principal payments on indebtedness	(1,235)	(1,165)	(13,180)	(1,310)	(1,350)
Issuance costs of financing	(1,081)	-	-	-	-
Decrease in restricted pledges	493	-	-	-	-
Net cash provided (used) by financing activities	49,514	20,873	(501)	3,987	4,311
Annual cash flow	4,137	(3,459)	3,078	2,608	2,038
Beginning balance of cash and cash equivalents	6,438	10,575	7,116	10,194	12,802
Ending balance of cash and cash equivalents	\$ 10,575	\$ 7,116	\$ 10,194	\$ 12,802	\$ 14,840
Supplementary Disclosure: Forecasted interest to be paid during the year	\$ 1,169	\$ 2,819	\$ 2,817	\$ 2,577	\$ 2,537

See Accompanying Summary of Significant Forecast Assumptions and Accounting Policies and Independent Accountants' Compilation Report

THE PINES AT DAVIDSON, INC.
FORECASTED CONSOLIDATED BALANCE SHEETS
AT DECEMBER 31,
(IN THOUSANDS OF DOLLARS)

	2019	2020	2021	2022	2023
ASSETS					
CURRENT ASSETS:					
Cash and cash equivalents	\$ 10,575	\$ 7,116	\$ 10,194	\$ 12,802	\$ 14,840
Assets limited as to use - held for payment of principal and interest	-	5,447	1,101	1,099	1,098
Accounts receivable	288	301	364	394	406
Interest receivable	374	384	393	403	415
Prepaid expenses and other current assets	327	342	399	425	437
Total current assets	11,564	13,590	12,451	15,123	17,196
PROPERTY AND EQUIPMENT					
less: accumulated depreciation	118,271	149,230	150,280	152,380	155,430
Property and equipment, net	41,500	44,541	48,839	53,709	58,658
OTHER ASSETS:					
Board-designated funds	29,314	22,314	29,314	29,314	29,314
Cash and investments whose use is limited- held under bond agreement or under North Carolina statutory reserve requirements:					
Bond funds (principal and interest)	-	-	1,101	1,099	1,098
Operating reserve as required by North Carolina General Statutes	5,038	12,407	6,509	6,672	6,837
Funded interest and Project fund	9,629	510	-	-	-
Entrance fees fund	-	5,447	-	-	-
Less: current portion	14,667	18,364	7,610	7,771	7,935
Cash and investments whose use is limited, net of current portion	-	(5,447)	(1,101)	(1,099)	(1,098)
Temporarily restricted investments	14,667	12,917	6,509	6,672	6,837
Restricted pledges receivable	11,868	9,306	9,226	9,188	9,140
Escrowed resident deposits	869	869	869	869	869
	1,436	876	-	-	-
TOTAL ASSETS	\$ 146,489	\$ 164,561	\$ 159,810	\$ 159,837	\$ 160,128
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES:					
Accounts payable and accrued expenses	\$ 3,493	\$ 3,516	\$ 4,108	\$ 4,370	\$ 4,498
Interest payable	1,417	1,433	1,330	1,328	1,327
Current portion of long-term debt	1,165	6,647	1,310	1,350	1,385
Total current liabilities	6,075	11,596	6,748	7,048	7,210
LONG-TERM DEBT, NET OF CURRENT PORTION					
Less: debt issuance costs	63,517	68,718	60,875	59,525	58,140
Plus: bond premium	(1,300)	(1,228)	(1,159)	(1,093)	(1,028)
LONG-TERM DEBT, NET	2,871	2,773	2,675	2,577	2,479
	65,088	70,263	62,391	61,009	59,591
OTHER LONG-TERM LIABILITIES:					
Applicant deposit liability	2,252	1,692	816	816	816
Deferred entrance fee revenue - nonrefundable	31,376	38,297	47,406	47,735	48,336
Refundable entrance fees	4,667	4,667	4,667	4,667	4,667
Total liabilities	109,458	126,515	122,028	121,275	120,620
NET ASSETS:					
Without donor restrictions	23,800	27,377	27,193	28,011	29,005
With donor restrictions	13,231	10,669	10,589	10,551	10,503
Total net assets	37,031	38,046	37,782	38,562	39,508
TOTAL LIABILITIES AND NET ASSETS	\$ 146,489	\$ 164,561	\$ 159,810	\$ 159,837	\$ 160,128

See Accompanying Summary of Significant Forecast Assumptions and Accounting Policies and Independent Accountants' Compilation Report

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction and Background Information

Basis of Presentation

The accompanying financial forecast presents, to the best of the knowledge and belief of management ("Management") of The Pines at Davidson, Inc., which includes Mecklenburg Real Estate Holdings, LLC ("MREH") as defined below ("The Pines" or the "Corporation") the Corporation's expected consolidated financial position, consolidated results of operations and changes in net assets and consolidated cash flows as of and for each of the years in the five years ending December 31, 2023 (the "Forecast" or the "Forecast Period").

Accordingly, the financial forecast reflects Management's judgment as of May 28, 2019, the date of this forecast, of the expected conditions and its expected course of action. The assumptions disclosed herein are the assumptions which Management believes are significant to the financial forecast. However, there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

This financial forecast is intended solely for the information and use of Management, the Board of Directors, and the North Carolina Department of Insurance (pursuant to the requirements of North Carolina General Statutes, Chapter 58, Article 64 and included in the Corporation's disclosure statement filing), and is not intended to be and should not be used by anyone other than these specified parties.

Background of the Corporation

The Pines at Davidson, Inc. owns and operates a continuing care retirement center and is the sole member of MREH, a single member limited liability company, formed April 22, 2014 for the purpose of holding and managing real property for the benefit of the Corporation. The Pines is licensed by the North Carolina Department of Insurance to operate a continuing care retirement community, also referred to as a life plan community, located in Davidson, North Carolina (the "Community"). Within this compilation, continuing care retirement community and life plan community are used interchangeably.

The Corporation is a nonprofit, non-stock corporation organized under the laws of the State of North Carolina in February 1983, to construct and operate a continuing care retirement community. The name of the Corporation was changed from Davidson Retirement Community, Inc. to The Pines at Davidson, Inc., in June 2001.

The Corporation has received a determination that it is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. As a nonprofit, non-stock corporation, the Corporation pays no dividends and all of its earnings, if any, are used to further the purposes of the Corporation.

The Pines is not a legal entity separate from the Corporation. The Pines is the name under which the Corporation manages and operates the Community. The management staff, under the direction of the board of directors of the Corporation, manages and operates The Pines.

Under the Articles of Incorporation of the Corporation, the members of the board of directors are elected by the board of directors. In addition, there are two non-voting ex-officio members. The Corporation is not affiliated with any religious, charitable or other nonprofit organization. However, members and friends of Davidson College Presbyterian Church, in Davidson, North Carolina provided substantial leadership and support in the establishment of The Pines, as did The Trustees of Davidson College.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction and Background Information (continued)

The Pines is an entrance fee, modified lifecycle community designed for senior citizens, making available to them housing, residential services, an integrated wellness program, and long-term care. The Pines is designed to provide housing and services, including health care, to people of retirement age and consists of independent living units, common areas and health care facilities.

In 2014, the Corporation purchased 31 additional acres which contains a two-story residence known as the "Chartwell Residence." The Chartwell Residence is located on approximately 4 acres, including the driveway and tennis courts (the remaining approximately 27 acres is undeveloped). The Chartwell Residence was placed into service effective July 1, 2015.

Today, The Pines is located on approximately 142 contiguous largely wooded acres. The Existing Facilities, as defined hereinafter, (excluding the Chartwell Residence) are located on approximately 41 acres that serve as collateral for the deed of trust. In addition to such 41 acres, the Corporation owns 101 acres consisting of (i) 91 acres of undeveloped, wooded land, (ii) 4 acres on which is located the Chartwell Residence, and (iii) 6 acres that contain 5 residential single-family rental properties, for total land ownership of approximately 142 acres.

Included in the Forecast is Management's plans to expand the Corporation's life plan community. Management of the Corporation has forecasted the addition of 38 independent living units, replacing and increasing its nursing beds, resulting in a net increase of 24 nursing beds, renovating its existing assisted living dining area and enhancing its common areas through improved dining and other programs (collectively, the "Project," as described more fully hereafter). The Pines is also adding 3 cottages with garages that are not part of the Project. Upon completion of these three cottages with garages, The Pines will consist of 253 independent living units, 30 assisted living units, and 51 nursing units (the "Existing Facilities") prior to the Project additions.

The "Existing Facilities" include (1) a central building complex, containing 157 residential units and common areas and facilities known as the Jetton Community Center and the Schramm Health Center, (2) 44 detached cottages (47 upon completion of three cottages with garages under construction) and (3) four detached apartment buildings each with 12 villa apartments. Upon completion of the three cottages with garages that are not part of the Project, The Pines will have 253 Independent Living Units, and 30 assisted living units and 51 nursing beds in the Schramm Health Center.

The Schramm Health Center is currently licensed by the North Carolina Department of Health and Human Services, Division of Health Service Regulation, to operate 51 beds offering intermediate and nursing care for residents who are temporarily ill or who require long term nursing care (the "Existing Nursing Facility Beds" or "Existing Nursing Units") and 30 beds to provide support services for residents who require assistance with the activities of daily living (the "Assisted Living Units") (collectively, the Existing Nursing Units and Assisted Living Units are referred to as the "Existing Schramm Health Center Units"). The area of the Schramm Health Center containing the Existing Nursing Facility Beds is referred to herein as the Nursing Unit or the Hidell Nursing Unit. None of the Existing Nursing Facility Beds or Assisted Living Units are certified or licensed as Medicaid or Medicare beds. The Workman Wellness Center is located in the Schramm Health Center and consists of physical and occupational therapy facilities, and a wellness clinic. In June 1999, the Corporation completed construction and began operating its Warm Water Therapy Facility. The facility includes a 24 ft. x 50 ft. warm water therapy pool, a hot water whirlpool, outdoor courtyards, locker rooms, and an exercise therapy room containing exercise therapy equipment.

The following common areas and amenities are provided in the Jetton Community Center: a central dining room, a private dining room, a central kitchen, a central living room, a library, a chapel, a beauty parlor/barber shop, a multi-purpose room known as the Davidson Room, lobbies, lounges, terraces, porches, administration areas, craft and

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction and Background Information (continued)

activity areas, a branch bank office, laundry facilities, a post office, resident storage areas, wellness clinic, health club and an outdoor garden.

The following table shows the existing unit configuration of The Pines before completion of the Project:

Table 1 Unit Configuration Before Project by Type, Number and Weighted Average Square Footage		
Unit Type	Number of Units	Weighted Average Square Footage by Unit Type
<i>Independent Living Units:</i>		
Studio	7	418
Deluxe Studio	30	527
1 Bedroom	79	722
2 Bedroom/2 Bath	28	975
2 Bedroom Suite	10	1,140
2 Bedroom Deluxe	3	1,249
2 Bedroom Villa (Plan A)	24	1,429
2 Bedroom Deluxe Villa (Plan B)	8	1,619
2 Bedroom with Den Villa (Plan C)	8	1,809
2 Bedroom with Den Deluxe Villa (Plan D)	8	1,870
Cottage	4	1,200
Large Cottage	2	1,440
Large Cottage/Sunroom	38	1,565
Large Cottage/Sunroom and Two-Car Garage ⁽¹⁾	3	1,656
Chartwell Residence ⁽²⁾	1	
Total Independent Living Units	253	1,060
<i>Assisted Living Units:</i>		
Regular Room	30	274
Total Assisted Living Units	30	274
<i>Nursing Facility Beds:</i>		
Private	51	209
Total Nursing Facility Beds	51	209
Total Units/Beds	334	

Source: Management

Notes: (1) Management plans to construct and open three new cottages with garages in 2019, which are reflected in the number of units above. Such cottages are not part of the Project.

(2) Square footage for Chartwell Residence, a stand-alone home is excluded.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction and Background Information (continued)

The Facilities

Independent Living Units

The 253 Independent Living Units of The Pines consist of 157 apartment units, 48 villa apartment units, 47 cottages, and the Chartwell Residence (the "Existing Independent Living Units"). One studio unit was taken out of service and is currently used as guest lodging. The 157 independent living apartments are contained in a central building connected to common areas and health care services by enclosed walkways and serviced by elevators. Floor plans of the apartments are standard in design and include studio, one-bedroom and two-bedroom configurations. The cottage floor plans vary in design and size, but include two-bedroom and two-bedroom with den configurations. Each apartment includes a fully equipped kitchen (refrigerator/freezer, disposal, microwave, and oven/range), overhead lighting, storage areas, bathrooms and bedrooms connected to a central system monitored for 24-hour emergency call system, smoke detector, central heating and air conditioning with individual thermostatic controls, soundproofing, insulated windows, pre-wired television and telephone outlets.

Forty-eight independent living apartments are contained in four 12-unit detached villa buildings with basement parking. Floor plans vary in design and include two-bedroom configurations ranging from approximately 1,429 to 1,870 square feet. Each villa features a living room, two bathrooms, storage areas, a patio/balcony, carpeting and a fully equipped kitchen. All villas have individually controlled heating and air conditioning, cable television and telephone hook-ups, washer and dryers and 24-hour fire, safety, and medical emergency call system.

Assisted Living Units

The Schramm Health Center includes 30 private assisted living units. Each Assisted Living Unit is equipped with individually controlled heating and air-conditioning, cable hook-ups, a phone jack, and an emergency call system.

Assisted living residents receive nursing staff attention daily, assistance with medication, bathing, dressing and grooming, linen and housekeeping service, diverse activity, social service programs, and three meals daily. Residents may be directly admitted into this level of care from the outside community.

Existing Nursing Facility Beds

In addition to the 30 Assisted Living Units, the Schramm Health Center includes 51 beds in the Hidell Nursing Unit. All 51 beds are housed in private rooms. The Schramm Health Center is a fully licensed nursing facility that includes 24-hour supervision and assistance in activities of daily living and health related care. Twenty-four hour nursing stations, bathing rooms, a dining room, activity rooms, and lounge rooms are included in this area. The Purcell Wing is dedicated to those residents with dementia related illnesses requiring special care. Residents can transfer into nursing from independent and assisted living.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction and Background Information (continued)

The Project

The Project includes plans to develop 38 new independent living villas (the "New Independent Living Units"), renovate and replace a portion of the nursing wing (the "New Nursing Facility Beds"), renovate the assisted living dining area, renovate and add common area to accommodate more dining venues for independent living residents, renovate and add fitness space, add a second entrance and relocate and add parking.

The New Independent Living Units will include one bedroom with 1.5 baths and two bedroom with two baths villa apartments featuring open floor plans, 9 foot ceilings, large windows, walk-in closets and porches or balconies. Following completion of these villas, The Pines will have a total of 291 Independent Living Units at the Community. The Existing Independent Living Units and the New Independent Living Units are collectively referred to herein as the "Independent Living Units."

The Project also includes the renovation and partial replacement of the Nursing Unit, moving from its current hospital-like design with long corridors to a residential neighborhood plan. Ultimately, the Nursing Unit will consist of four neighborhoods: (1) the current Purcell Memory Support neighborhood with its 16 existing private rooms; (2) a nursing neighborhood comprised of 19 existing private rooms; and (3) two new nursing neighborhoods, each with 20 new private rooms. Each of the four nursing neighborhoods will include private rooms clustered near a common kitchen, dining and community space for resident activities and socializing. The updated neighborhood design will enable residents to benefit from a smaller, more intimate sense of community, enhancing their quality of life by encouraging more activity and greater engagement. Additionally, the 40 new private rooms will offer more square footage, larger windows providing more natural light, private showers, built-in cabinets and personalized refrigerators and microwaves so that each room becomes a comfortable residence. As a part of the project, 16 nursing rooms will be taken out of service, for a net increase of 24 nursing beds. Following completion of these improvements, The Pines will have a total of 75 nursing beds offering intermediate and nursing care. The Existing Nursing Units and the New Nursing Units are collectively referred to herein as the "Nursing Units."

The Pines received the certificate of need from the North Carolina Department of Health and Human Services for the additional 24 New Nursing Facility Beds that are included in the planned improvements with an effective date of August 7, 2018. It should be noted that 40 of The Pines' nursing beds are open to direct admission, and 35 (11 existing and 24 proposed) of the nursing beds require entrants to reside in independent living or assisted living for at least 30 days prior to admission to such nursing beds.

The Pines will reconfigure portions of the Jetton Community Center to create three new dining venues in addition to the existing waited table service: (1) a market-place styled café where fresh food is ordered and prepared to residents' specifications from a variety of popular stations, such as an open hearth oven, Asian wok, Chef's Exhibition station, Char Grille, Rotisserie oven, hand-crafted salad bar, in-house bakery and dessert café; (2) a pub offering light meals and adult beverages; and (3) a coffee and ice cream kiosk for snacks and prepared items that can be purchased to "grab and go." To make these dining changes possible, the existing Davidson Room will be repurposed for dining use and a large replacement gathering room will be added at the back of the Jetton Community Center. The new Davidson Room will be equipped with partitions enabling concurrent events to be held when demand is high. It is hoped that the new Davidson Room will include a multi-purpose space on the lower level. By creating flexible space, The Pines will be able to meet the diverse preferences of active residents while maintaining the intimate feel of the community.

A new fitness area, attached to the current Wellness Wing, will provide an attractive setting for additional strength and cardio fitness equipment. The multi-purpose space in the lower level of the new Davidson Room will provide space for exercise classes. Additional space will also be added to the current Wellness Clinic.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction and Background Information (continued)

The Pines will add a second entrance at the front of the campus (by extending Avinger Lane by approximately 750 feet) and additional parking near the Schramm Health Center and Jetton Community Center.

New Independent Living Units and New Nursing Facility Beds

The New Independent Living Units are planned to be comprised of 38 villas in two buildings that include basement and detached covered parking. The New Nursing Facility Beds are planned to be comprised of 40 beds (which will result in a net increase of 24 beds as 16 existing beds will be taken out of service). The following table summarizes the number of units and square feet, by unit type, planned for the New Independent Living Units and New Nursing Facility Beds.

Table 2
New Independent Living Units and New Nursing Facility Beds
Forecasted Unit Configuration and Estimated Sizes

Unit Type	The Project	Project Weighted Average Square Footage by Unit
<i>New Independent Living Units:</i>		
1 Bedroom, 1.5 Bath Deluxe Villa with Sunroom/Study (Green)	6	1,164
2 Bedroom Villa with Porch or Balcony (Blue)	2	1,515
2 Bedroom Villa with Sunroom/Study (Red)	14	1,667
2 Bedroom Villa with Sunroom/Study and Balcony (Yellow)	16	1,681
Total New Independent Living Units	38	1,585
<i>New Nursing Facility Beds:</i>		
Private	24	342-402
Total New Nursing Facility Beds	24	
Total Project Units/Beds	62	

Source: Management

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction and Background Information (continued)

Upon completion of the Project, The Pines is planned to have the following:

Table 3
Unit Configuration Before and After Completion of the Project by Type, Number and Weighted Average Square Footage

Unit Type	Existing Facility Number of Units	Project Units Added	Eliminated/ Renovated Units	Total	Existing Weighted Average Square Footage by Unit Type
<i>Independent Living Units:</i>					
Studio	7			7	418
Deluxe Studio	30			30	527
1 Bedroom	79			79	722
2 Bedroom/2 Bath	28			28	975
2 Bedroom Suite	10			10	1,140
2 Bedroom Deluxe	3			3	1,249
2 Bedroom Villa (Plan A)	24			24	1,429
2 Bedroom Deluxe Villa (Plan B)	8			8	1,619
2 Bedroom with Den Villa (Plan C)	8			8	1,809
2 Bedroom with Den Deluxe Villa (Plan D)	8			8	1,870
Cottage	4			4	1,200
Large Cottage	2			2	1,440
Large Cottage/Sunroom	38			38	1,565
Large Cottage/ and Two-Car Garage ⁽¹⁾	3			3	1,656
The Chartwell Residence ⁽²⁾	1			1	
1 Bedroom, 1.5 Bath Deluxe Villa with Sunroom/Study (Green)	0	6		6	1,164
2 Bedroom Villa with Porch or Balcony (Blue)	0	2		2	1,515
2 Bedroom Villa with Sunroom/Study (Red)	0	14		14	1,667
2 Bedroom Villa with Sunroom/Study and Balcony (Yellow)	0	16		16	1,681
Total Independent Living Units	253	38		291	1,125
<i>Assisted Living Units:</i>					
Regular Room	30			30	274
Total Assisted Living Units	30			30	274
<i>Nursing Facility Beds:</i>					
Private	51	40	-16	75	
Total Nursing Facility Beds	51	40	-16	75	⁽³⁾
Total Units/Beds	334	78	-16	396	

Source: Management

Notes: (1) Management plans to construct and open three new cottages with garages in 2019, which are reflected in the number of units above.

(2) Square footage for the Chartwell Residence, a stand-alone home is excluded.

(3) Due to renovated spaces, square footages will range from 203 to 402.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction and Background Information (continued)

Project Timeline

The following table presents Management's assumptions for the timing of the Project:

Table 4 Project Timeline	
Event	Date
Begin Sitework	December 2018
Obtain Financing	March 2019
Begin Construction	March 2019
New Independent Living Units and New Nursing Facility Beds substantially complete	September 2020
New Independent Living Units and New Nursing Facility Beds open ⁽¹⁾	November 2020
New Independent Living Units Achieve 90 Percent Occupancy	July 2021
New Nursing Facility Beds Achieve 90 Percent Occupancy	March 2022

Source: Management

Notes: (1) Substantial completion for the Project is scheduled for September 30, 2020. Management anticipates that it will begin filling the Project-related units during November 2020.

Management has included its admission policies, as well as copies of its Residence and Care Agreements in its Disclosure Statement.

Residence and Care Agreement

For entrance fees, The Pines offers a standard refundable plan (the "Standard Entrance Fee Option Plan"), a 50 percent refundable plan (the "50% Refund Entrance Fee Option") and a 90 percent refundable plan (the "90% Refund Entrance Fee Option").

Standard Entrance Fee Option Plan—This plan offers a prorated refund of the entrance fee over the first 12 months of residency, after which point no further refund is to be paid. If during this 12-month period, a resident leaves the community for any reason, including death, the resident or his estate will receive a declining refund amount based upon a five percent non-refundable fee (of the total entrance fee amount) and five percent per month occupancy charge for each full or partial month of residency thereafter.

50% Refund Entrance Fee Option—This plan refunds to the resident or his or her estate an amount equal to no less than 50 percent of the entrance fee paid; the remaining 50 percent is amortized consistent with the amortization provisions of the Standard Entrance Fee Option Plan. Entrance fees paid under the 50% Refund Entrance Fee Option are based on a pricing schedule that is determined by actuarial life expectancies (the greater the age of a prospective resident, the higher the entrance fee pricing).

90% Refund Entrance Fee Option—This plan refunds to the resident or his or her estate an amount equal to no less than 90 percent of the entrance fee paid; the remaining 10 percent is amortized consistent with the amortization provisions of the Standard Entrance Fee Option Plan. Entrance fees payable under the 90% Refund Entrance Fee Option are based on a pricing schedule that is determined by actuarial life expectancies (the greater the age of a prospective resident, the higher the entrance fee pricing).

Based on The Pines' historical experience, most of its residents have chosen the Standard Entrance Fee Option.

See Accompanying Independent Accountants' Compilation Report

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction and Background Information (continued)

Health Care Services

The Pines offers assisted living and nursing services to its residents. The health care facilities house their own dining facilities, lounges and recreational areas. Emergency nursing response is available to residents of the health care facilities and the independent living apartments on a 24-hour-a-day basis. In general, the operations of the health care units are supervised by a Director of Nursing (“DON”) in consultation with the Medical Director (“MD”), who is a licensed physician providing consulting services pursuant to a contract with The Pines. They are responsible for developing and implementing health care policies and coordinating the medical services in accordance with relevant state and federal regulations and generally accepted medical practices. Residents may continue under the care of their own physician who has admission privileges at a local hospital, or they may choose the MD as their primary care physician.

The DON is charged with the day-to-day operation of the health care services. Registered nurses, together with licensed practical nurses and certified nursing assistants, offer residents professional care, immediate attention and emergency consultations 24 hours per day. When a resident's medical condition requires assisted living or nursing services, the resident moves from an independent living unit to either an assisted living or nursing unit on a permanent or temporary basis. The MD, the executive director/nursing home administrator, together with the DON and social worker, determine if a resident should be transferred into a different level of care, but only after consulting with the resident and the resident's physician and any appropriate family member or responsible party.

In addition to services similar to those received when in the independent living units, residents of the assisted living or nursing units also receive housekeeping service and a total of three meals per day. Certain additional ancillary health care services are not included in the per diem fees and will be charged to the resident. Examples of additional ancillary health care charges include, but are not limited to, the cost of prescription and non-prescription medications, physical examinations, laboratory tests, physical therapy, occupational therapy, speech therapy, rehabilitative treatments, wheelchairs, other medical equipment and supplies, and any other medical services beyond those available at The Pines. Also, additional professional services (medical or otherwise) contracted by the resident or on the resident's behalf will be charged to the resident.

For independent living residents, The Pines contracts with Atrium Health to provide comprehensive onsite primary care services. Such care is provided by a nurse practitioner and a supervising physician and includes comprehensive medication review and management, complete physical exams, rehab and hospital follow-up visits, palliative care, dementia care and sick visits. The nurse practitioner will see residents in the wellness clinic and will make home visits, as necessary. On Call Services are also available 24-7 providing independent living residents access to a geriatric healthcare specialist outside of normal clinical hours.

The Pines also contracts with Atrium Health to provide attending physician services, physical therapy, occupational therapy and speech therapy for residents in assisted living and nursing.

Summary of Significant Forecast Assumptions and Accounting Policies

Sources and Uses of Funds

Management has assumed the following sources and uses of funds relating to the Project in preparing its financial forecast. A summary of the forecasted sources and uses of funds for the financing is provided in the following table:

Table 5
Forecasted Sources and Uses of Funds
(in \$000s)

Sources of Funds		
Series 2019A Bonds (Fixed Rate)	\$	45,670 ¹
Series 2019B Bonds (Bank Placed Debt)		11,905 ¹
Equity		15,400 ²
Total Sources of Funds	\$	72,975
Uses of Funds		
Construction	\$	57,414 ³
Project Contingency		2,799 ⁴
Architectural Fees & Expenses		2,646 ⁵
Furniture & Equipment		4,066 ⁶
Marketing Costs		760 ⁷
Costs of Issuance		1,081 ⁸
Funded Interest		2,758 ⁹
Other Costs		1,451 ¹⁰
Total Uses of Funds	\$	72,975
Source: Management		

Summary of Significant Forecast Assumptions and Accounting Policies

Sources and Uses of Funds (continued)

Notes to Table 5:

(1) Series 2019 Bonds:

In March 2019, Management issued par value bond proceeds of \$54,630,000 with a net bond premium of \$2,945,241, which were generated from the issuance of the Series 2019 Bonds, consisting of:

Series 2019A Bonds ("Series 2019A Bonds"):

- \$900,000 of tax-exempt fixed rate serial bonds (the "2021-2030 Serial Bonds") issued with varying fixed rates ranging from 3.00% to 3.50%, maturing annually beginning January 1, 2021 and ending January 1, 2030. Interest on the 2021-2030 Serial Bonds is payable January 1 and July 1 beginning July 1, 2019.
- \$4,700,000 of tax-exempt fixed rate term bonds (the "2034 Term Bonds") issued with a fixed interest rate of 5.00%, maturing January 1, 2034. Interest on the 2034 Term Bonds is payable January 1 and July 1 beginning July 1, 2019 and principal is payable pursuant to mandatory annual sinking fund requirements beginning January 1, 2031.
- \$1,325,000 of tax-exempt fixed rate serial bond (the "2035 Serial Bond") issued with a fixed interest rate of 3.625%, maturing January 1, 2035. Interest on the 2035 Serial Bond is payable January 1 and July 1 beginning July 1, 2019.
- \$4,370,000 of tax-exempt fixed rate term bonds (the "2038 Term Bonds") issued with a fixed interest rate of 5.00%, maturing January 1, 2038. Interest on the 2038 Term Bonds is payable January 1 and July 1 beginning July 1, 2019 and principal is payable pursuant to mandatory annual sinking fund requirements beginning January 1, 2036.
- \$5,820,000 of tax-exempt fixed rate term bonds (the "2041 Term Bonds") issued with a fixed interest rate of 4.00%, maturing January 1, 2041. Interest on the 2041 Term Bonds is payable January 1 and July 1 beginning July 1, 2019 and principal is payable pursuant to mandatory annual sinking fund requirements beginning January 1, 2039.
- \$25,610,000 of tax-exempt fixed rate term bonds (the "2049 Term Bonds") issued with a fixed interest rate of 5.00%, maturing January 1, 2049. Interest on the 2049 Term Bonds is payable January 1 and July 1 beginning July 1, 2019 and principal is payable pursuant to mandatory annual sinking fund requirements beginning January 1, 2042.

Series 2019B Bonds:

- Series 2019B Bonds consisting of \$11,905,000 bank placed tax-exempt variable rate term bonds. The Corporation is able to make draws on the Series 2019B Bonds, with interest only payments, based on a percentage of one-month LIBOR plus 1.30%, payable on a monthly basis. Management has forecasted the average interest rate for the Series 2019B Bonds would be 4.00% during the Forecast Period. Principal payments are required to be made monthly from the initial Entrance Fees received from the Project. The Series 2019B Bonds have a stated maturity date of four years from their date of issuance. Management has forecasted initial entrance fees from the Project's independent living units to be sufficient to repay the Series 2019B Bonds during the Forecast Period.
- (2) Management assumes that it will utilize \$15,400,000 of equity towards the Project. This includes a release of funds from net assets with restrictions. As currently contemplated, Series 2019A Bond proceeds would fund Project costs first, followed by equity, followed by draws on the Series 2019B Bonds.

Summary of Significant Forecast Assumptions and Accounting Policies

Sources and Uses of Funds (continued)**Notes to Table 5 (continued):**

- (3) Management has forecasted the construction costs, site work, and other ancillary costs relating to the Project, will approximate \$57,414,000 based on an executed guaranteed maximum price ("GMP") contract from the general contractor, Rodgers Builders, Inc. It should be noted that although Management has entered into a GMP contract, adjustment for allowances, change orders or other circumstances not addressed in the GMP contract could result in the total construction costs exceeding the maximum price that was established by the GMP contract. The GMP contract has a contractor contingency of three percent (3%).
- (4) Management has forecasted a Project-related contingency of \$2,799,000, which approximates 5 percent of the construction costs of the Project. The Project-related contingency is being funded by the equity contribution in its entirety.
- (5) Design and engineering costs of \$2,646,000 are forecasted based primarily on the contract with the architect and civil engineers. The architectural and civil engineering work for the Project will be completed by Cole Jenest & Stone, SFCS, Inc. and RBA Group (the "Architects"). Costs include architect, engineering, and design fees as well as construction administration, interior design fees, and other related costs.
- (6) Management has estimated \$4,066,000 for furniture and equipment for the common areas of the Project, as well as low voltage systems.
- (7) Management has forecasted \$760,000 for marketing costs related to the initial occupancy of the Project. Marketing costs are anticipated to be funded by the equity contribution in their entirety.
- (8) Management forecasts financing-related costs of approximately \$1,081,000, which include the Underwriters' discount, title insurance, legal, accounting, and other costs related to the Series 2019 Bonds.
- (9) Management estimates funded interest in the amount of approximately \$2,758,000 which represents interest on the Series 2019 Bonds to October 1, 2020.
- (10) Other costs include development and other professional fees related to the Project.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies

Basis of Accounting

The Corporation maintains its accounting and financial records according to the accrual basis of accounting. Management's consolidated financial forecast has been presented in conformity with guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants.

The consolidated financial statements include the accounts of The Pines and MREH. All significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

All liquid investments with a maturity of three months or less are considered to be cash equivalents unless held under bond agreement, designated by the Board of Directors or restricted as to use by the donor.

Bond Issuance Costs/Original Issue Discount/Premium

Issuance discounts and acquisition expense of indebtedness incurred are deferred and amortized based on the effective yield method over the terms of the related bond issue. Debt issuance costs consist of costs incurred from the issuance of revenue bonds benefiting the Corporation and include underwriter's fees, legal and accounting fees, and printing costs. These costs are being amortized over the term of the related bonds using the effective interest method.

Debt issuance costs are presented on the consolidated balance sheets as a deduction from the carrying amount of the related liability. In addition, amortization expense associated with the debt issuance costs is shown as a component of interest expense. The bond premium is presented on the consolidated balance sheets as an addition to the carrying amount of the related liability. Amortization expense associated with the bond premium is shown as a component of interest expense.

Property and Equipment

Property and equipment is stated at cost. Assets contributed to the Corporation are recorded at their fair market value at the date of receipt. Routine maintenance, repairs, renewals, and replacement costs are charged to expense. Expenditures which materially increase the value, change the capacities or extend the useful lives of existing assets are capitalized. Interest costs incurred during the construction period of significant construction projects are capitalized as a cost of the constructed asset and amortized over the useful life of the asset.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies (continued)

Purchased property and equipment is recorded at cost. Expenditures that materially increase values, change capacities, or extend estimated useful lives are capitalized. All fixed assets are depreciated on the straight-line method using the following estimated useful lives:

Land improvements	5 – 40 years
Buildings and building improvements	3 – 40 years
Equipment, furniture, and fixtures	3 – 30 years

Board-Designated Investments

Board-designated funds include assets set aside by the Board of Directors of the Corporation to be used for capital expenditures for the repair or replacement of the Corporation's property and equipment and for general operating reserve purposes. The Board of Directors retains control over these funds and may, at its discretion, subsequently use the funds for other purposes. These funds are forecasted to be invested in U.S. Treasury notes or other high quality corporate and municipal bonds.

Net Assets

Net assets with donor restrictions are those whose use by the Corporation has been limited by donors to a specific time period or purpose. The Corporation reports contributions of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the forecasted consolidated statements of unrestricted revenue, expenses, and other changes in net assets without donor restrictions and the forecasted consolidated statements of net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same reporting period as received are reflected as unrestricted contributions in the accompanying forecasted consolidated financial statements. The Corporation reports contributions of property and equipment (or other long-lived assets) as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Contributions of long-lived assets with explicit restrictions that specify how the assets are to be used and contributions of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long these assets must be maintained, the Corporation reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

The Corporation's net assets with donor restrictions are comprised of net assets that are restricted in nature either due to a time or purpose restriction. The Corporation does not forecast any donor restricted net assets that are permanent in nature. Donor restricted investments are related to contributions, which are designated for a specific use by the donor. These restricted assets and investments consist of amounts to be used to finance the "Resident Support Fund," to fund the operation of a warm water therapy pool and a hot-water whirlpool, and to fund certain other needs, including those identified in the Corporation's strategic plan entitled Exceeding Expectations.

Management has forecasted that total releases from restriction for capital related for the Project would total \$6,673,000 during the Forecast Period. Of this total, \$4,173,000 and \$2,500,000 are forecasted to be released in 2019 and 2020, respectively. In 2018, \$2,322,000 was also released from restrictions for capital related to the Project, for a grand total of \$8,995,000.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies (continued)

Assets Limited as to Use

Assets whose use is limited consists of operating reserves pursuant to the requirements of the North Carolina Department of Insurance which requires that operating reserves based upon certain expected operating costs be maintained under regulations that became effective in 1997.

Assets whose use is limited also include funds held pursuant to the requirements of the Corporation's revenue bond agreements. Amounts held under the bond agreements are forecasted at the levels needed to continue to meet the requirements of the Corporation's bond agreements. Operating reserves and funds held under the Corporation's bond agreements are forecasted to be invested primarily in U.S. Treasury notes and money market accounts collateralized by U.S. government securities.

Long-Term Investments

Investments in equity and debt securities are measured at fair value in the accompanying forecasted financial statements. Investment income (including realized gains and losses on investments, interest and dividends) is included in operating income unless the income is restricted by donor or law. Unrealized gains and losses on investments, if any, are excluded from operating income.

Unrealized Gains or Losses on Investments

Management does not assume any changes in the underlying values of investments during the Forecast Period that would result in unrealized gains or losses.

Deferred Revenue from Entrance Fees

Entrance fees paid by a resident upon entering a Residence and Care Agreement are recorded as deferred revenue from entrance fees. Deferred Revenue from entrance fees, net of the portion thereof that is refundable to the resident are amortized to income using the straight-line method over the estimated remaining life expectancy of the resident. All continuing care contracts provide that the refundable portion of advance fees may be refunded only if the resident's unit is reoccupied. The refundable portion of entrances fees are presented as refundable entrance fees and are not amortized into income.

Estimated Obligation to Provide Future Services to Continuing Care Residents

The Pines calculates the present value of estimated net cost of future services and use of facilities to be provided to current residents and compares that amount with the amount of deferred revenue from advance fees. If the present value of the net cost of future services and use of facilities amount exceeds the deferred revenue amount from advance fees, a liability is recorded (obligation to provide future services and use of facilities) and a corresponding charge to operations. Management does not forecast a liability during the forecasted period.

Resident Revenues

Resident service revenues and health center revenues are recorded at the estimated net realizable amount from residents and others for services rendered.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies (continued)**Income Taxes**

The Corporation is a nonprofit organization as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Corporation is also exempt from state income taxes and files for, and receives, reimbursement for paid sales taxes.

The Corporation is also currently exempt from property taxes. Management has forecasted that they will continue to be exempt from property taxes during the Forecast Period.

The Corporation adopted guidance in the income tax standard regarding recognition and measurement of uncertain tax positions. The implementation has had no impact on the Corporation's forecasted consolidated financial statements.

For tax purposes, MREH is treated as a division of the Corporation and is disregarded for income tax purposes. Management has not forecasted any activity within MREH during the Forecast Period.

Marketing and Other Costs

Beginning in 2019, marketing costs are forecasted to be expensed when incurred. Marketing costs relating to the Project are anticipated to be approximately \$659,000 and \$101,000 in 2019 and 2020, respectively, and have been expensed.

Use of Estimates

The preparation of forecasted consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the forecasted consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Revenue

Revenue for The Pines is primarily generated from monthly service fees for the Independent Living Units, amortization of entrance fees and monthly service fees and per diem charges from the assisted living and nursing residents.

Revenue for the Independent Living Units is based on the monthly service fees assumed by Management to be charged to the residents and the assumed utilization of the Independent Living Units. Health care revenues consist of funds generated from services provided to residents transferring from the Independent Living Units.

Upon permanent transfer from their Independent Living Unit to the Nursing or Assisted Living Unit, or after temporarily residing in Nursing or Assisted Living Unit for 14 days in a calendar year before permanently transferring to the Nursing or Assisted Living Unit, residents who executed a Residence and Care Agreement on or after July 1, 2017 will pay the published assisted living or nursing rate, plus supplies and services not covered by the monthly service fee or per diem rate. Residents who executed a Residence and Care Agreement prior to June 30, 2017 will pay a discounted daily rate for assisted living or nursing, plus supplies and services not covered by the monthly service fee or per diem rate.

Forecasted Occupancy Levels

Forecasted occupancy for The Pines' Independent Living Units is based upon the historical experience of Management.

Occupancy of the Assisted Living Units is forecasted to be primarily from transfers from Independent Living Units. Nursing bed occupancy is based primarily on internal transfers from both Independent Living Units and Assisted Living Units. Forecasted resident transfers from independent living to assisted living or nursing have been provided by Management and is based on historical experience of The Pines.

For residents under a Residence and Care Agreement, transfers to the Assisted Living Units or Nursing Units are classified as either temporary or permanent. Residents under the Residence and Care Agreement who transfer to Assisted Living Units or Nursing Units pay the following depending on the transfer classification and the date the residents executed the Residence and Care Agreement:

Temporary Transfer – Residents continue to pay the regular monthly fee in effect for their Independent Living Unit, plus a charge for three meals per day (with credit for meals included in the resident's monthly service fee) for the first 14 days annually. Subsequently those classified as temporary and who executed a Residence and Care Agreement on or after July 1, 2017 will pay the published assisted living or nursing per diem, whereas temporary residents who executed a Residence and Care Agreements prior to June 30, 2017 will pay a discounted daily rate for assisted living or nursing. In addition, the resident will be responsible for any costs associated with extraordinary care, drugs, and supplies, as defined in their Residence and Care Agreement. If the resident shall occupy a Nursing Unit more than 30 days within a 90-day period following the use of the last of such 14 days, the resident has the option of surrendering the Independent Living Unit or continuing to pay the monthly independent living service fee in addition to the per diem charge for the nursing unit in accordance with their Residence and Care Agreement.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Revenue (continued)

Permanent Transfer – Upon permanent transfer, the resident must give up his/her Independent Living Unit and if he or she executed a Residence and Care Agreement on or after July 1, 2017, the resident must pay the published per diem rate, or if he or she executed a Resident and Care Agreement prior to July 1, 2017, the resident will pay a discounted rate for assisted living or nursing, plus supplies and services not covered by the monthly service fee or per diem rate. If the Independent Living Unit is jointly occupied and one resident transfers to assisted living or nursing, the transferring resident will pay the per diem rate for either assisted living or nursing in accordance with their Residence and Care Agreement, while the resident remaining in the Independent Living Unit will pay the single occupancy Independent Living Unit rate.

The following tables reflect forecasted occupancies for The Community, as forecasted by Management.

Table 6
The Pines at Davidson
Forecasted Utilization of the Existing Independent Living Units

For the Years Ending December 31,	Average number of available Independent Living Units	Average number of occupied Independent Living Units	Average occupancy percent
Forecasted:			
2019 ⁽¹⁾	251.5	238.0	94.6%
2020	253.0	241.0	95.3%
2021	253.0	241.0	95.3%
2022	253.0	241.0	95.3%
2023	253.0	241.0	95.3%

Source: Management

Notes:

- (1) Management is placing into operation three cottages with garages in 2019, which are not part of the Project.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Revenue (continued)

The forecasted double occupancy percentages in the Independent Living Units are based upon assumptions provided by Management, and are as follows for the existing Independent Living Units:

Table 7	
Forecasted Second Person Occupancy of the Existing Independent Living Units	
Fiscal Year	Existing Independent Living Unit Double Occupancy Percent
2019	28%
2020	28%
2021	27%
2022	26%
2023	25%

Source: Management

The forecasted double occupancy percentages for the New Independent Living Units is as follows:

Table 8	
Forecasted Second Person Occupancy of the New Independent Living Units	
Fiscal Year	New Independent Living Unit Double Occupancy Percent
2019	N/A
2020	66%
2021	66%
2022	66%
2023	66%

Source: Management

The forecasted existing Schramm Health Center occupancy (assisted living and nursing) is as follows:

Table 9			
Forecasted Existing Schramm Health Center Units - Occupancy Levels			
For the Years Ending December 31,	Average Number of Available Health Center Units	Average Number of Health Center Units Occupied	Average Percent Occupancy
Forecasted:			
2019	81.0	74.0	91.4%
2020	81.0	74.0	91.4%
2021	81.0	74.0	91.4%
2022	81.0	74.0	91.4%
2023	81.0	74.0	91.4%

Source: Management

See Accompanying Independent Accountants' Compilation Report

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Revenue (continued)

The forecasted fill for the New Independent Living Units and New Nursing Facility Beds is as follows:

Table 10
Forecasted Fill Schedule for the New Independent Living Units and New Nursing Facility Beds

	New Independent Living Units ⁽¹⁾				New Nursing Facility Beds ⁽²⁾				New Independent Living Units and New Nursing Beds
			Cumulative	Occupancy			Cumulative	Occupancy	Total Occupancy
	Total Apartments	Move-ins	Occupancy	Percent	Total Beds	Move-ins	Occupancy	Percent	Percent
Fiscal Year 2020									
November	38	8.00	8.00	21.1%	24	2.00	2.00	8.3%	16.1%
December	38	6.00	14.00	36.8%	24	2.00	4.00	16.7%	29.0%
Fiscal Year 2021									
January	38	6.00	20.00	52.6%	24	2.00	6.00	25.0%	41.9%
February	38	4.00	24.00	63.2%	24	2.00	8.00	33.3%	51.6%
March	38	4.00	28.00	73.7%	24	2.00	10.00	41.7%	61.3%
April	38	2.00	30.00	78.9%	24	1.00	11.00	45.8%	66.1%
May	38	2.00	32.00	84.2%	24	1.00	12.00	50.0%	71.0%
June	38	2.00	34.00	89.5%	24	1.00	13.00	54.2%	75.8%
July	38	2.00	36.00	94.7%	24	1.00	14.00	58.3%	80.6%
August	38	-	36.00	94.7%	24	1.00	15.00	62.5%	82.3%
September	38	-	36.00	94.7%	24	1.00	16.00	66.7%	83.9%
October	38	-	36.00	94.7%	24	1.00	17.00	70.8%	85.5%
November	38	-	36.00	94.7%	24	1.00	18.00	75.0%	87.1%
December	38	-	36.00	94.7%	24	1.00	19.00	79.2%	88.7%
Fiscal Year 2022									
January	38	-	36.00	94.7%	24	1.00	20.00	83.3%	90.3%
February	38	-	36.00	94.7%	24	1.00	21.00	87.5%	91.9%
March	38	-	36.00	94.7%	24	1.00	22.00	91.7%	93.5%
April	38	-	36.00	94.7%	24	-	22.00	91.7%	93.5%
May	38	-	36.00	94.7%	24	-	22.00	91.7%	93.5%
June	38	-	36.00	94.7%	24	-	22.00	91.7%	93.5%
July	38	-	36.00	94.7%	24	-	22.00	91.7%	93.5%
August	38	-	36.00	94.7%	24	-	22.00	91.7%	93.5%
September	38	-	36.00	94.7%	24	-	22.00	91.7%	93.5%
October	38	-	36.00	94.7%	24	-	22.00	91.7%	93.5%
November	38	-	36.00	94.7%	24	-	22.00	91.7%	93.5%
December	38	-	36.00	94.7%	24	-	22.00	91.7%	93.5%
Thereafter	38		36.00	94.7%	24		22.00	91.7%	93.5%

Source: Management

- (1) Management has assumed that residents will move into the New Independent Living Units beginning in November 2020.
- (2) The New Nursing Facility Beds are planned to result in a net increase of 24 nursing beds- 16 nursing beds on the existing campus will be taken out of service once construction is complete. As a result, Management has assumed that the existing residents from the 16 existing nursing beds will transfer in September 2020 and the remaining 24 New Nursing Facility beds will be filled from November 2020 through March 2022.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Revenue (continued)

Forecasted Entrance and Monthly Service Fees

The following tables summarize the entrance fees, monthly service fees and daily rates for The Pines, and provide the basis for formulation of revenue assumptions by Management.

Note that the facility fees in the table that follows were effective July 1, 2018.

As noted in the table that follows, The Pines has a tiered rate structure. Approximately 6 percent of the Residence and Care Agreements currently in effect were entered into before July 1, 2001. There is no difference in the applicable monthly charges for double occupancy of an Independent Living Unit based on the date of the execution of a Residence and Care Agreement.

Table 11
Monthly Service Fees, Daily Assisted Living, Daily Nursing and Entrance Fees Rates
(Effective July 1, 2018)

Unit Type	Monthly Service Fee (Single) ⁽¹⁾	Monthly Service Fee (Couples)	Standard Entrance Fee
<i>Independent Living:</i>			
Apartments			
Studio	\$2,485	\$3,807	\$47,800
Deluxe Studio	\$2,605	\$3,926	\$64,500
1 Bedroom	\$3,096	\$4,546	\$122,900
1 Bedroom Deluxe	\$3,150	\$4,596	\$158,587
2 Bedroom	\$3,399	\$4,993	\$202,900
2 Bedroom Suite	\$3,490	\$5,082	\$208,500
2 Bedroom Deluxe	\$3,664	\$5,258	\$220,000
Cottages			
Cottage	\$3,686	\$5,427	\$214,500
Large Cottage	\$3,979	\$5,722	\$246,400
Large Cottage/Sunroom	\$3,979	\$5,722	\$260,800
Large Cottage/Sunroom and Two-Car Garage ⁽²⁾	\$4,252	\$6,006	\$489,290
Villas			
Villa A	\$4,000	\$5,796	\$349,468
Villa B	\$4,073	\$5,827	\$375,241
Villa C	\$4,185	\$5,939	\$415,717
Villa D	\$4,222	\$5,977	\$428,710
Chartwell Residence	\$7,173	\$7,173	\$0
Second Person Fees (Entrance Fees)			\$22,230
<i>Assisted Living:</i>			
Private	\$178.97	N/A	\$23,000
<i>Nursing:</i>			
Private Rooms	\$256.87	N/A	\$10,000

Source: Management

- (1) The Fees listed above reflect changes effective for residents who executed Residence and Care Agreements after June 30, 2001. Residents who executed a Residence and Care Agreement before July 1, 2001 pay a first person monthly fee slightly lower than shown above.
- (2) Management plans to construct and open three new cottages with garages in 2019.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Revenue (continued)

The following table summarizes Management's forecasted pricing for the New Independent Living Units:

Table 12
Forecasted Project Pricing
Monthly Service Fees and Entrance Fees

Rates Presented as of July 1, 2018 Except for Entrance Fees Presented Through June 30, 2021					
Unit Type	Monthly Service Fee ⁽¹⁾	Monthly Service Fee (Couples)	Standard Entrance Fee with No Detached Covered Parking or Basement Parking ⁽²⁾	Standard Entrance Fee with Detached Covered Parking ⁽²⁾	Standard Entrance Fee with Basement Parking ⁽²⁾
<i>New Independent Living Units:</i>					
1 Bedroom, 1.5 Bath Deluxe Villa with Sunroom/Study (Green)	\$3,490	\$5,082	\$254,700	\$268,319	\$281,939
2 Bedroom Villa with Porch or Balcony (Blue)	\$3,990	\$5,746	\$352,760	\$366,379	\$379,999
2 Bedroom Villa with Sunroom/Study (Red)	\$4,063	\$5,817	\$379,998	\$393,617	\$407,237
2 Bedroom Villa with Sunroom/Study and Balcony (Yellow)	\$4,073	\$5,827	\$393,073	\$406,692	\$420,312
<i>New Nursing Facility Beds:</i>					
Private (Daily)	\$257	N/A	N/A	N/A	N/A

Source: Management

Notes:

- (1) The Pines forecasts that rates will increase on an annual basis as a result of operating expense increases or other factors.
- (2) The New Independent Living Units are being designed to include 11 basement parking spaces in each villa building (for a total of 22) and 8 detached covered parking spaces behind each villa building (for a total of 16). Management has forecasted that 22 units would be sold with basement parking and 16 units would be sold with detached covered parking. To the extent that either basement parking or detached covered parking, or a combination thereof, is not constructed, the pricing for a unit is noted above. Parking preferences will be accommodated on a first come first served basis. Entrance fee pricing is effective through June 30, 2021.

The following table reflects forecasted rate increases. Increases in fees are generally anticipated to approximate increases in operating expenses during the Forecast Period, and are subject to modification on an annual basis.

Table 13
Forecasted Rate Increases

Unit Type	2019	2020	2021	2022	2023
Independent Living Entrance Fee Increases	2.9%	2.9%	2.9%	2.9%	2.9%
Independent Living Monthly Fee Increases	2.9%	2.9%	2.9%	2.9%	2.9%
Assisted Living Fee Increases	2.9%	2.9%	2.9%	2.9%	2.9%
Nursing Rate Increases	2.9%	2.9%	2.9%	2.9%	2.9%

Source: Management

Note: (1) Annual pricing increases are effective on July 1 of each fiscal year.

Legislation and regulations at all levels of government have affected and may continue to affect the operations of life plan communities, including revenues and expenses of facilities such as The Pines. The financial forecast is based upon legislation and regulations currently in effect. If future legislation or regulations related to The Pines' operations are subsequently enacted, such legislation or regulations could have a material effect on future operations.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Revenue (continued)

Entrance Fee Receipts

Entrance fee receipts and refunds are based on information provided by Management based on historical experience, as well as Management's assumptions relating to occupancy during the Forecast Period. The following table reflects entrance fees received and refunds paid during the Forecast Period, as forecasted by Management.

Table 14
Forecasted Entrance Fee and Deposit Receipts, Net of Refunds (in \$000s)
Existing Independent Living Units

	2019	2020	2021	2022	2023
Forecasted Unit Turnover	23	23	24	24	24
Initial entrance fee receipts - Cottage Expansion ⁽¹⁾	\$ 1,023	\$ 497	\$ -	\$ -	\$ -
Entrance fee receipts - Price Increases ⁽²⁾	19	39	41	41	42
Entrance fee receipts - turnover	4,815	5,019	5,209	5,428	5,656
Entrance fee refunds	(247)	(252)	(254)	(253)	(251)
Grand Total Entrance Fee Receipts- Existing Units	\$ 5,610	\$ 5,303	\$ 4,996	\$ 5,216	\$ 5,447

Source: Management

Notes:

- (1) Reflects the initial entrance fees received for the three cottages with garages placed in service in 2019.
- (2) Turnover entrance fees include a pricing increase of approximately 4.2% per year through July 1, 2020 to the existing independent living villas only.

The following table presents forecasted entrance fee receipts and refunds relating to the New Independent Living Units:

Table 15
Forecasted Entrance Fee and Deposit Receipts, Net of Refunds (in \$000s)
New Independent Living Units

	2019	2020	2021	2022	2023
Entrance Fee Receipts from Initial Residents	\$ -	\$ 4,887	\$ 7,683	\$ -	\$ -
Initial Resident Entrance Fees	\$ -	\$ 4,887	\$ 7,683	\$ -	\$ -
Entrance Fee Receipts from Project Unit Turnover	\$ -	\$ -	\$ -	\$ 165	\$ 296
Entrance Fee Refunds from Project Unit Turnover	-	-	-	(84)	(82)
Net Entrance Fees Received From Turnover for New Independent Living Units	\$ -	\$ -	\$ -	\$ 81	\$ 214
Total New Independent Living Unit Entrance Fees Received, Net of Refunds	\$ -	\$ 4,887	\$ 7,683	\$ 81	\$ 214

Source: Management

See Accompanying Independent Accountants' Compilation Report

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Revenue (continued)

Investment Income

Investment income consists of interest earned on available cash, board designated funds, investments, and assets limited as to use. Management has estimated that its annual investment income yield on all investment producing assets would approximate 2.16 – 3.00 percent during the Forecast Period.

Other Revenue Items

Other revenue items include food service income from additional meals, guest meals, etc., and have been forecasted based on historical experience.

Contributions- Net Assets With Donor Restrictions

As part of its planning for the Project, Management conducted a fundraising campaign called "Great People Special Places." The purpose of the campaign was to primarily raise funds for the nursing, assisted living and community center additions/renovations. As of December 31, 2018, The Pines had received gifts in the amount of \$1,520,000 and \$441,000 in pledges, for a total amount of \$1,961,000 in gifts and pledges. Such gifts and pledges exclude revocable deferred gifts. Management has forecasted that it would receive \$539,000 in 2019 in additional contributions for a grand total of \$2,500,000. These contributions have been reflected as increases in net assets with donor restrictions.

Management has also forecasted annual contributions of approximately \$111,000 to \$125,000 throughout the Forecast Period based on historical experience that are unrelated to the Project.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Expenses

Operating Expenses

Operating expenses have been forecasted to be recognized during the month incurred. Management has forecasted operating expenses based upon Management's operating plans for The Pines, as well as historical operations. In general, operating expenses are forecasted to increase 2.9 percent annually throughout the Forecast Period for inflation, except as disclosed separately in the following sections.

The specific basis for major expense items were formulated by Management and are discussed below.

Salaries and Benefits

Management has forecasted its salaries and benefits based on its historical experience, and based on its anticipated staffing plan and assumptions relating to benefit levels and wages, which have also been based on historical experience. Salaries and benefits are included in the departments that follow. Management has assumed that salaries would increase at 2.9 percent during the Forecast Period.

Benefit costs include payroll taxes and employee benefits including FICA, unemployment taxes, workers' compensation, health insurance, 403(b) employer contribution expense, incentives and other miscellaneous benefits for the entire facility. These benefit costs are assumed to approximate 25.0% of wages during the Forecast Period based on Management's historical experience.

Salaries and benefits also include increases in FTEs during the Forecast Period as a result of the Project.

Administrative

Non-salary related costs of general and administrative include costs for supplies, professional fees, insurance, property taxes, and other miscellaneous costs. The Corporation has forecasted that it is exempt from property taxes for the land and building used in operating its retirement community, while it does forecast property taxes on undeveloped land that is not used in operating its retirement community. Management has also forecasted various voluntary contributions to governmental entities. Administrative costs also include increases during the Forecast Period to give effect to the Project. In order to maintain its property tax exemption, The Pines has forecasted that it would expend approximately 5 percent of operating revenue, including amortization income, on expenditure or activities that would qualify for social accountability. These costs are included in administrative costs.

Marketing and Development

Non-salary related costs of marketing and development include costs for supplies, marketing collateral, advertising, and other miscellaneous costs. Marketing costs also include increases during the Forecast Period to give effect to the Project. Marketing costs relating to the Project are assumed to be expensed during the Forecast Period.

Dining

Non-salary related costs of dining include costs for raw food and dietary supplies and other such costs and are based on the historical operating experience of Management. Dining costs also include increases during the Forecast Period to give effect to the Project.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Expenses (continued)

Housekeeping

Non-salary related costs of housekeeping services include costs for supplies, chemicals and other miscellaneous costs associated with providing housekeeping services to residents. Housekeeping costs are based on Management's historical operating experience. Housekeeping costs also include increases during the Forecast Period to give effect to the Project.

Maintenance

Non-salary related costs in this department include electricity, water and sewer, gas, sanitation, and cable television. Management assumes that these costs would vary with changes in occupancy levels. In addition, these costs include the costs of maintaining the campus and grounds keeping as well as security costs. Costs are based on Management's historical operating experience. Maintenance costs also include increases during the Forecast Period to give effect to the Project.

Laundry

Non-salary related costs of laundry services include costs for supplies, chemicals and other miscellaneous costs associated with providing laundry services to residents. Laundry costs are based on Management's historical operating experience. Laundry costs also include increases during the Forecast Period to give effect to the Project.

Social Services, Wellness, Activities and Transportation

Non-salary related costs include costs for items such as resident entertainment, functions, transportation and other such costs and are based on the historical operating experience of Management. These costs also include increases during the Forecast Period to give effect to the Project.

Healthcare

Non-salary healthcare costs include the costs of operating the assisted living and nursing units. These non-salary costs include costs for supplies, stock drugs, supplements, medical director and other required contract fees, and other miscellaneous costs incurred in the provision of healthcare services. The healthcare costs are based upon Management's historical operating experience. These costs also include increases during the Forecast Period to give effect to the Project.

Other Items

As part of its goal to contribute to the local community, the Corporation paid for an extension of Avinger Lane ("Roadway") that would create more connectivity in the Town of Davidson and disperse traffic thereby reducing congestion at such future time when the Roadway will connect to neighboring streets. The Corporation plans to convey this Roadway and the land under it to the Town of Davidson. As a result, it is incurring a loss on the disposal equal to its net book value for the road work. Management has forecasted that this loss would total \$930,000 in 2019.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items

Cash

Cash balances for the Forecast Period are based on the results of the Forecasted Consolidated Statements of Cash Flows.

Accounts Receivable

Accounts receivable, net of allowance for non-collectible accounts, are forecasted based on historical levels at 6 days of total resident revenue.

Interest Receivable

Interest receivable is forecasted to remain at historical levels throughout the Forecast Period.

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets are forecasted to approximate historical levels throughout the Forecast Period. For purposes of presentation, prepaid expenses and other current assets are forecasted at 7 days of operating expenses excluding depreciation, amortization, and interest expense.

Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses are forecasted based on historical levels and have been forecasted based on 72 days of operating expenses less depreciation, amortization and interest expense.

Interest Payable

Interest payable has been calculated based on interest expense requirements of outstanding debt.

Cash and Investments Whose Use is Limited:

A narrative description of the assets limited as to use follows.

Held by Trustee pursuant to the trust agreements:

Bond Funds — The Bond Funds represent amounts held by the trustee reflecting payments of bond principal and interest made by the Corporation to the trustee relating to the Series 2019 Bonds. The funds held in the Bond Funds will be used by the trustee to make the annual principal payments and the semi-annual or monthly, as applicable, interest payments to the owners of the outstanding bonds when due.

Entrance Fee Fund — Entrance fee receipts from the New Independent Living Units are assumed to be deposited in an account and used to repay the Series 2019B Bonds.

Project and Funded Interest — During construction of the Project, a construction account and a funded interest account will be established at bond closing from Series 2019A Bond proceeds and such funds would be used to fund construction costs of the Project as well as interest expense on the borrowed funds for the Project to October 1, 2020. The amounts that are deposited into the construction account and funded interest funds are less than total costs of the Project since equity will also be used, and since the Series 2019B Bonds will be drawn down to fund a portion of Project costs and interest related to the Series 2019B Bonds. Interest expense for the Series 2019B Bonds is assumed to be drawn from the Series 2019B Bonds as incurred.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items (continued)**Board Designated Funds**

The Corporation's board of directors has set aside funds to be used for capital expenditures for the repair or replacement of the Corporation's property and equipment. The Board of Directors retains control over these funds and may, at its discretion, use the funds for other purposes.

Operating Reserve— Section 58-64-33 of the General Statutes of North Carolina, as amended, requires that all continuing care facilities maintain operating reserves equal to 50 percent of the total operating costs (as defined in Section 58-64-33) (or 25 percent of the total operating costs if such facilities maintain an occupancy level in excess of 90 percent and the North Carolina Commissioner of Insurance so approves) forecasted for the twelve-month period following the period covered by the most recent annual statement filed with the North Carolina Department of Insurance. Such operating reserves may only be released upon approval of the North Carolina Commissioner of Insurance.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items (continued)

The following table summarizes Management's forecast of the North Carolina statutory operating reserve:

Table 16 Forecasted Operating Reserve Calculation (Dollars in Thousands)					
	2019	2020	2021	2022	2023
Statutory Operating Reserve Calculation:					
Available Units:					
Existing independent living units, less guest unit	253	253	253	253	253
Project independent living units	-	38	38	38	38
Assisted living units	30	30	30	30	30
Total Available Units	283	321	321	321	321
Occupied Units:					
Existing independent living units, less guest unit	238	241	241	241	241
Project independent living units	-	14	36	36	36
Assisted living units	26	26	26	26	26
Total Occupied Units	264	281	303	303	303
Occupancy at Year End	93.3%	87.5%	94.4%	94.4%	94.4%

	2019	2020	2021	2022	2023	Estimated 2024
Operating Expenses	\$ 22,001	\$ 27,808	\$ 29,565	\$ 30,255	\$ 31,034	
Add: Principal Payments Existing Debt	1,165	1,200	1,230	1,270	1,305	
Add: Principal Payments Project Debt	-	11,980	80	80	80	
Total Operating Expenses	\$ 23,166	\$ 40,988	\$ 30,875	\$ 31,605	\$ 32,419	
Less:						
Depreciation expense	(3,041)	(4,298)	(4,870)	(4,949)	(5,107)	
Amortization of debt issuance costs and bond premium ⁽¹⁾	26	29	32	33	35	
Debt to Be Paid from Entrance Fees ⁽²⁾	-	(11,905)	-	-	-	
Total Adjusted Expenses	\$ 20,151	\$ 24,814	\$ 26,037	\$ 26,689	\$ 27,347	
Required Reserve	25%	50%	25%	25%	25%	
Required Operating Reserve at December 31	\$ 5,038	\$ 12,407	\$ 6,509	\$ 6,672	\$ 6,837	

Source: Management

Notes:

- (1) As included in the "Interest expense, amortization of debt issuance costs and amortization of bond premium" on the Forecasted Consolidated Statements of Unrestricted Revenue, Expenses and Other Changes in Net Assets Without Donor Restrictions" and presented separately as "Amortization of debt issuance costs" and "Amortization of bond premium" on the Forecasted Consolidated Statements of Cash Flows.
- (2) Approximately \$11,905,000 relating to the Series 2019B Bonds, which are to be repaid from entrance fees, are excluded in fiscal year 2020.

See Accompanying Independent Accountants' Compilation Report

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items (continued)

Property and Equipment

Property and equipment balances, net of accumulated depreciation, are forecasted based on costs of routine property and equipment additions during the Forecast Period, reduced by estimated annual depreciation.

The following table presents capital expenditures during the Forecast Period:

Table 17
Capital Expenditures (in \$000s)

	2019	2020	2021	2022	2023
Payment of Project Costs	\$ 38,281	\$ 28,383	\$ -	\$ -	\$ -
Capitalized Interest, net of Interest Earnings, during Project Construction	1,261	1,576	-	-	-
Routine Additions - Existing Community ⁽¹⁾	1,000	1,000	1,000	2,000	2,900
Routine Additions - Project	-	-	50	100	150
Total Additions	\$ 40,542	\$ 30,959	\$ 1,050	\$ 2,100	\$ 3,050

Source: Management

Notes:

- (1) Given the planned enhancements to the existing community, Management plans to decrease routine additions at the existing community through 2021.

The following table presents Managements forecasted asset classes. Note that for purposes of this schedule, additions have been presented in their categories, with a net reduction presented during the construction period of the Project.

Table 18
Property, Plant and Equipment (in \$000s)

	2019	2020	2021	2022	2023
Land and Land Improvements	\$ 13,210	\$ 13,210	\$ 13,210	\$ 13,210	\$ 13,210
Buildings and Building Improvements	51,079	119,559	120,410	122,111	124,582
Equipment, Furniture and Fixtures	12,205	16,461	16,660	17,059	17,638
Construction in Process	41,777	-	-	-	-
Net Property, Plant and Equipment	\$118,271	\$149,230	\$150,280	\$152,380	\$155,430
Accumulated Depreciation	(41,500)	(44,541)	(48,839)	(53,709)	(58,658)
Forecasted Property, Plant, and Equipment, Net	\$ 76,771	\$104,689	\$101,441	\$ 98,671	\$ 96,772

Source: Management

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items (continued)**Long-Term Debt and Interest Expense**

On February 17, 1994, The Pines refinanced \$14,760,000 of its \$15,940,000 outstanding Series 1988 North Carolina Medical Care Commission Health Care Facilities First Mortgage Revenue Bonds ("Series 1988 Bonds") in order to take advantage of lower interest rates. The \$14,760,000 in Series 1988 Bonds were defeased or effectively retired by depositing \$16,970,000 in an irrevocable escrow fund, which, together with interest earned thereon, was sufficient to pay all interest, principal, and call premium on the portion of Series 1988 Bonds called on January 1, 1998, the earliest call date allowed under the terms of the bond documents. The irrevocable escrow fund deposit was funded by issuing \$17,090,000 in tax-exempt Series 1994 Health Care Facilities First Mortgage Revenue Bonds through the North Carolina Medical Care Commission ("Series 1994 Bonds"). The Series 1994 Bonds bore interest at an average rate of 5.77%. Effective January 1, 2019, the \$100,000 remaining outstanding portion of the Series 1994 Bonds were paid in full.

On September 1, 2013, the North Carolina Medical Care Commission issued \$14,645,000 Health Care Facilities Revenue Bonds ("Series 2013 Bonds") for the benefit of the Corporation. The Series 2013 Bonds were issued in order to fund construction of the 24 villa apartments that comprise the Hickory Crest Villas. The Series 2013 Bonds bear interest at a fixed rate of 2.8% through January 1, 2029 and mature on January 1, 2040. Interest on the Series 2013 Bonds is payable semiannually.

During 2015, the Corporation refinanced the previously issued Series 2006 Bonds through the issuance of \$11,125,000 of North Carolina Medical Care Commission Health Care Facilities Refunding Revenue Bonds ("Series 2015 Bonds"). The Series 2015 Bonds bear interest at a fixed rate of 2.87% through maturity with semi-annual interest payments. The Series 2015 Bonds have annual principal payments with a final maturity of January 1, 2030.

See Table 5 for a summary of the Series 2019 Bonds.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items (continued)

Forecasted principal payments on the Corporation's debt are as follows.

Table 19
Forecasted Principal Payments (in \$000s)

Fiscal Year	Series 1994 Bonds	Series 2013 Bonds	Series 2015 Bonds	Series 2019A Bonds	Series 2019B Bonds	Total
2019	\$ 100	\$ 450	\$ 685	\$ -	\$ -	\$ 1,235
2020	-	460	705	-	-	1,165
2021	-	475	725	75	11,905	13,180
2022	-	485	745	80	-	1,310
2023	-	500	770	80	-	1,350
2024	-	515	790	80	-	1,385
2025	-	530	815	85	-	1,430
2026	-	545	835	90	-	1,470
2027	-	560	860	95	-	1,515
2028	-	575	885	100	-	1,560
Thereafter	-	8,280	1,845	42,040	-	52,165

Source: Management

Notes: (1) The schedule above does not include any bond premiums, discounts or issuance costs that have been netted with debt in Management's forecasted consolidated balance sheets.

