



SEARSTONE
RETIREMENT COMMUNITY

Disclosure Statement

May 30, 2022

**Searstone
17001 Searstone Drive
Cary, North Carolina 27513
(919) 234-0400**

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

- **This Disclosure Statement may be delivered until revised, but not after October 28, 2023;**
- **Delivery of the Disclosure Statement to a contracting party is required before execution of a continuing care contract; and**
- **This Disclosure Statement has not been reviewed or approved by any government agency or representative to ensure accuracy or completeness of the information set out.**

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Table of Contents

	Page
I. PROVIDER INTRODUCTION AND INFORMATION	1
II. COMMUNITY INTRODUCTION AND INFORMATION	2
A. Board of Directors	2
B. Executive Officers	4
C. Development, Management, and Consulting Professionals	4
1. Management and Marketing	5
2. Food Service	6
D. Ownership Interests, Conflicts of Interest, Disqualifications, etc.	6
E. Community Expansion	7
1. Phase II Professionals	7
2. Phase II Assumptions and Analysis.....	9
III. POLICIES.....	11
A. Membership & Residency Agreements	11
B. Nature of Relationship.....	11
C. Admission Procedure and Criteria.....	11
D. Entrance Fee	12
E. Rescission/ Cancellation/ Termination	12
1. Rescission/ Cancellation/ Termination of Agreement by Member Prior to Occupancy:	12
2. Termination of Agreement by Member After Occupancy:	13
3. Termination of Agreement by Provider:.....	14
F. Moves and Transfers.....	14
G. New Double Occupants	16
H. Financial Hardship.....	17
I. Waiting List	17
J. Rules and Regulations	18
IV. SERVICES	19
A. Standard Services Available	19
B. Services Available for an Additional Cost	20
C. Health Care Services Available	21
V. ENTRANCE FEES AND MEMBERSHIP FEES.....	24
VI. FINANCIAL INFORMATION.....	31
A. Summary of Financing	31

B.	Audited Financial Statements	33
C.	Comparison of Material Differences between Forecasted Financial Statements and Actual Financial Statements	33
D.	Interim Financial Statements	34
E.	Financial Projections	34
F.	Operating Reserve	34

Exhibits:

Exhibit 1:	Membership & Residency Agreement
Exhibit 2:	Audited Financial Statements
Exhibit 3:	Comparison between Forecasted Financial Statements and Actual Financial Statements
Exhibit 4:	Interim Financial Statements
Exhibit 5:	Financial Projections
Exhibit 6:	Summary of Actuarial Study

I. PROVIDER INTRODUCTION AND INFORMATION

This Disclosure Statement is being provided pursuant to North Carolina Law by Samaritan Housing Foundation, Inc. (the “**Provider**”), to a prospective Member (“**Member**”) of Searstone, a continuing care retirement community in Cary, North Carolina (“**Searstone**” or “**Community**”). North Carolina law requires Provider to provide the prospective Member with a Disclosure Statement before the initial transfer of funds and before the prospective Member consents to any agreement with Provider. This Disclosure Statement is subject to change for events and circumstances occurring after the effective date printed on the cover page.

Provider is a corporation organized pursuant to the Georgia Nonprofit Corporation Code. Provider has been authorized by the North Carolina Secretary of State to transact business in the State of North Carolina under the name “Searstone Retirement Community.” Provider’s business address in the State of North Carolina is located at 17001 Searstone Drive, Cary, North Carolina 27513. Provider has been determined by the United States Internal Revenue Service (the “**IRS**”) to be exempt from federal income tax, as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”). No other organization is responsible for the financial or contractual obligations of Provider or Searstone. Provider has never misappropriated funds or breached the terms of any agreement with a Member.

Provider owns Searstone and operates Searstone as a “continuing care retirement community,” as defined in Article 64 of Chapter 58 of the North Carolina General Statutes (“**CCRC**”). Provider has received from the North Carolina Department of Insurance a Permanent License, authorizing Provider to offer and provide continuing care at Searstone. Provider has received from the North Carolina Department of Health and Human Services a license for the operation of a nursing facility within Searstone, known as “**Brittany Place**.” Provider has also received from the North Carolina Department of Health and Human Services a license for the provision of adult home services within Searstone.

The development, ownership and operation of Searstone are the only activities of Provider.

Provider is solely responsible for the financing, development, and management of Searstone. Pursuant to an Affiliation Agreement between Provider and Lutheran Services for the Aging, Inc., a North Carolina nonprofit corporation (“**Lutheran Services**”), Lutheran Services assists Provider in implementation and management of its Community Benefits Program. However, Lutheran Services has no responsibility for the financing, development, or management of Searstone.

II. COMMUNITY INTRODUCTION AND INFORMATION

The Community is located in Cary, Wake County, North Carolina, within the Searstone Planned Development District encompassing approximately 76.88 acres fronting High House Road at Davis Drive (the “PDD”).¹ Provider does not own all the properties in the Searstone PDD. Cary is located in the “Research Triangle” or “Triangle” region of North Carolina. The Community is designed for people age 62 and older.

The Community opened for its first residents in the fall of 2013 as construction and licensing completed. The first phase of the Community (“**Phase I**”) includes 131 Lorraine Plaza, Calais Terrace, Lakeside Flats, and Clubhouse residences, and 38 attached Estate Homes (referred to as “**Independent Living Units**”), located on 24 acres of land within the PDD owned by Provider. The Community opened with 8 adult home care residences for assisted living (referred to as “**Assisted Living Units**”) and 16 skilled nursing residences (referred to as “**Skilled Nursing Beds**”). The Assisted Living Units and Skilled Nursing Beds are provided in a health center within Searstone known as “**Brittany Place**.” The Community expanded the health care center in 2019 (the “**Brittany Place Expansion**”), adding additional Assisted Living Units and Skilled Nursing Beds, bringing the total number to 14 Assisted Living Units and 25 Skilled Nursing Beds. The Community plans a maximum of approximately 294 Members at full occupancy of Phase I, which includes double occupants of a single Residential Living Unit, a single Assisted Living Unit, or a single Skilled Nursing Unit. As of December 31, 2021, Searstone had 233 Independent Living residents, 7 Assisted Living residents, and 14 Skilled Nursing residents, for a total of 254 residents.

The Community includes common areas, such as dining venues, a grill and bar, lounge areas, a library and communications center, a gathering room, a health and fitness club, an aquatic center, and administrative areas, with most common areas in the “**Winston Clubhouse**.” The Community is constructed in accordance with all applicable building codes. Its architecture emphasizes the residential character of the area surrounding Searstone. Outside amenities include gardens, walking trails, and an approximately 4.5-acre lake.

A. Board of Directors

Provider is governed by a Board of Directors (the “**Board**”). The Board takes such actions and performs such duties and responsibilities as are authorized by law, and in so doing acts in accordance with Provider’s Articles of Incorporation and by-laws. The names and biographical summaries of the Directors follow:

Thomas A. Beebe, Director, 125 Hampton Pines Drive, Morrisville, NC 27560. Mr. Beebe is a long-time resident of the Cary area. He earned his A.B./L.L.B. (Pre-Law, emphasis in business) undergraduate degree and J.D. degree from the University of North Carolina at Chapel Hill. Mr. Beebe practiced real estate and business/estate planning law in private practice in Cary for nine

¹ Note: Although both the Community and the PDD are named “Searstone,” Provider owns only the Phase I land and the Phase II land within the PDD, as referenced herein, and the balance of the land within the PDD is owned by unrelated third parties and is used or held by such third parties for purposes unrelated to the Community, including retail, office, hotel, and residential purposes.

years and then was active in the real estate development business in the Wake County area until his retirement in June 2018.

Linda D. Coleman, Director. 201 Kirvin Court, Knightdale, NC 27545. Ms. Coleman has served as Chair of the Wake County Board of Commissioners, was elected three times to the North Carolina House of Representatives, and served as the Director of the North Carolina Office of State Human Resources from 2009 to 2012. Some of her past positions have included being a high school teacher and working for the State of North Carolina in the human resource field as the Human Resources Manager for the North Carolina Department of Community Colleges. Ms. Coleman is a native of Greenville, North Carolina and is a long-time resident of Knightdale, North Carolina. Ms. Coleman serves on a number of boards including Wake Technical Community College and the Methodist Home for Children.

Charles H. Henderson, Director. 106 East Wind Lane, Cary, North Carolina 27518. Mr. Henderson served as the Town Attorney for Town of Cary for 28 years before retiring in 2005. After retiring from Cary, he was employed by the law firm of Poyner & Spruill, LLP for one year. Prior to his work for the Town of Cary, he served as Assistant City Attorney for the City of Burlington, NC.

Marc C. Hewitt, Director. 11 Spring Knob Circle, Beaufort, South Carolina 29907. Mr. Hewitt is a healthcare attorney with the law firm of Fox Rothschild LLP in Raleigh, focusing on healthcare-related regulatory and litigation matters, including representation of CCRCs, nursing and assisted living facilities. He is a lifelong resident of North Carolina, has served on the board of Habitat for Humanity of Wake County, and previously served in the U.S. Marine Corps.

Mack R. Leath, Jr., Director. 2859 Paces Ferry Road, Atlanta, Georgia 30339. Mr. Leath received his B.S. Degree in Business Administration from the North Carolina State University in 1979. He has been in the petro-chemical business for 30 years, owned MRL Associates in Atlanta, Georgia for 17 of those years, and now works with Chemicals Etc., a Houston, Texas based firm. He is a founder of: Araicom Life Sciences, LLC, a literature search software start-up; Medsoftccs, LLC, a software solution focused on assisting HR functions with nursing compliance issues; and W6, a scheduling and estimating software solution for the petro-chemical industry. Mr. Leath has been the past president as well as a board member of Provider since its inception.

Earl A. (Buzz) Mead, Director. Searstone Retirement Community, Unit 405 Calais Terrace, 17001 Searstone Drive, Cary, NC 27513. Mr. Mead is a native of Michigan and he has been a resident of the Community since 2017. Mr. Mead received his BBA from the University of Michigan in 1955 and his Juris Doctor from the University of Pittsburgh in 1963. From 1955 to 1960 Mr. Mead served as a jet fighter pilot in the United States Air Force, and from 1960 until 1978 he served in the same capacity in the Pennsylvania Air National Guard, for a total of 23 years military service. Mr. Mead founded the law firm of Mead and Bane in Yardley, Bucks County, Pennsylvania, with a practice emphasis in real estate matters and estates and trusts. Mr. Mead retired in 1993, and moved to New Bern NC where he was active in the New Bern Preservation Foundation serving on the Board of Directors and as President. Mr. Mead has previously served as a Special Advisor to the Corporation's Board of Directors, and also serves as chairman of the Friendship Committee of the Searstone Residents' Association.

Charles L. Norman, Director. 817 Nolstead Court, Raleigh, North Carolina 27614. Mr. Norman earned his Bachelor of Arts in Communication from North Carolina State University. He spent seven years with the Cary Chamber of Commerce as Vice President of Communication and Government Relations prior to joining Smith & Associates/Cherokee Publishing as Vice President and Director of Business Development.

James B. Pierce, Director. 115 Summerview Lane, Cary, North Carolina 27518. Mr. Pierce is a Certified Public Accountant and a retired partner at the accounting firm of Williams Overman Pierce, LLP. He graduated from the University of North Carolina, earning a Bachelor's Degree in Accounting in 1969. Mr. Pierce has always and continues to be an active community volunteer. He has served as an officer and board member of numerous non-profit organizations, including the American Lung Association of North Carolina, Wake Education Partnership, Wake County Estate Planning Council, and Crabtree Rotary Club. He is currently the treasurer of Greenwood Forest Baptist Church.

B. Executive Officers

The President of Provider is elected by the Board, and serves as an *ex officio* member of the Board and as the chief executive officer of Provider. The name and biographical summary of the President follows:

Stanley G. Brading, President and Director. 1201 W. Peachtree Street, NW, Suite 3250, Atlanta, Georgia 30309. Mr. Brading has been a practicing attorney for 42 years, focusing on tax exempt bond financing for Code Section 501(c)(3) organizations like Provider, including the acquisition and construction of health care facilities with such bond proceeds. Mr. Brading represented Provider as its attorney from 2005 until July 1, 2011, when he accepted his current position as President. He received his B.A. degree from Duke University in 1974, his J.D. degree from the Washington and Lee University School of Law in 1979, and his Masters of Laws in Taxation degree from Emory University in 1984. He has served as President of the national Duke University Alumni Association and on the Duke University Board of Trustees, and has been involved in a wide range of non-profit community organizations such as Chairman of the Board of the Atlanta Children's Shelter, President of Buckhead Little League Baseball, as President of the Buckhead Lions Club, and as a member of the Buckhead Rotary Club.

C. Development, Management, and Consulting Professionals

The Board has authorized Provider to engage the team (consultants, construction managers, architects, engineers, community managers, and other professionals) involved in the development and management of Searstone. The Board approves or authorizes contracts, recommendations of the development, management, and consulting team, building design, capital expenditures and operating budgets, and establishes criteria for residency. The Board has also established and approved operating policies and approved personnel policies for Searstone. The Directors carry out their responsibilities through review of reports and attendance at Board meetings. Other than the President, the Directors have no previous business experience in the operation or management of communities similar to Searstone.

1. Management and Marketing

Searstone-RLA, Inc. (the “**Manager**”) is serving as the manager of the Community. The Manager is a privately held North Carolina corporation which was organized to manage the Community. The sole shareholder of the Manager is Mr. David Ammons. Mr. Ammons and his affiliated companies, including Retirement Living Associates, Inc. (“**RLA**”), manage and operate existing assisted living communities and CCRCs. RLA and its affiliates provide professional management, marketing, development, consulting and advisory services to senior living communities throughout the States of North Carolina and Florida. The following are the executive officers and key personnel of the Manager:

David Ammons, Owner and Principal of SearStone-RLA, Inc. David Ammons is SearStone-RLA’s owner, principal and project manager of the Community. Through Ammons-Springmoor Associates, Inc., Mr. Ammons and RLA also currently oversee the management and operations of Springmoor Life Care Retirement Community (“**Springmoor**”) in Raleigh, North Carolina. Springmoor, which opened in 1984, has 388 independent living units, 18 assisted living units, and 173 skilled nursing beds, and is currently approximately 95% occupied. RLA is developing Legacy at Mills River, a full service Equity model continuing care retirement community that is planned to be developed in Mills River, North Carolina. RLA managed Methodist Manor of the Pee Dee, a 224-unit continuing care retirement community in Florence, South Carolina, from 2011 to 2018; Mars Hill Retirement Community, a 69 unit assisted living facility in Mars Hill, North Carolina, through Mars Hill Retirement Living, Inc. (developed in 1999 and managed through 2022); Ardenwoods Retirement Community in Arden, NC, through Ardenwoods-RLA, Inc.; Plantation Oaks Assisted Living and Memory Care in High Springs, Florida, through Plantation Oaks-RLA, Inc.; and Twin Creeks Assisted Living and Memory Care in Riverview, Florida, through Twin Creeks-RLA, Inc. Mr. Ammons founded RLA in 1992 as a consulting firm and has expanded to include the development and management of senior care facilities including CCRCs, assisted living facilities and a nursing/rehabilitation facility. Mr. Ammons is an active member of LeadingAge. Mr. Ammons was active with the Urban Land Institute for over 10 years, where he served on the Senior Housing Committee. Mr. Ammons is a graduate of Wake Forest University with a degree in business and accounting.

Kyle Dilday, Vice President of Management/Operations. Mr. Dilday has worked in the long term care industry since 1982. In 1987, he joined the management staff at Springmoor. Prior to joining Springmoor, Mr. Dilday served as a nursing home administrator in free-standing nursing facilities for five years. At Springmoor, Mr. Dilday served as an Associate Director and, for 12 years, he served as the Executive Director. In his capacity as Vice President of Management and Operations, Mr. Dilday works with the Executive Directors and Administrators of the RLA managed facilities in order to provide quality services to the RLA managed facilities. Mr. Dilday is an active member of LeadingAge, serving on the public policy committee and COVID Task Force.

Rusty Mizelle, CPA-Chief Financial Officer. Mr. Mizelle served for more than 13 years as the Chief Financial Officer and Controller of a CCRC, first at Springmoor (11 years) and then at Searstone (2 years). Mr. Mizelle has experienced retirement community management during all phases of development from start-up through maturity. At Springmoor, a notable accomplishment was the development of a 20-year capital improvement budget and the reserve funding requirements to meet long term organizational needs for a 500,000 square foot retirement

community. At Searstone, Mr. Mizelle led the development of a successful financial team, systems, and processes featuring a unique financial structure.

2. Food Service

Pursuant to a Management Agreement with Sodexo Operations, LLC (“**Sodexo**”), a Delaware limited liability company, Sodexo has been engaged as the dining services provider for the Community (the “**Dining Services Provider**”). Sodexo provides integrated food and facilities management services for hospitals, senior living, school districts, corporate environments, military bases, remote sites, and conference centers, on a worldwide basis. Sodexo employs numerous personnel for the purpose of acting as Dining Services Provider, including a General Manager, Dining Room Manager, Dietician and Chef for the dining services. Among the duties of Searstone - RLA as the Manager, as specified in the Management Agreement, is supervision of the Dining Services Provider.

D. Ownership Interests, Conflicts of Interest, Disqualifications, etc.

None of the officers or Directors of Provider, the persons involved in the construction or management of Searstone, or any other person: (1) has an ownership interest or an equitable or beneficial interest in Provider or its assets, including the Community; or (2) is entitled to share in any distribution of any of Provider’s assets upon dissolution of Provider.

No part of the net earnings of Provider may inure to the benefit of any Directors or officers of Provider or other private individuals, except that reasonable compensation may be paid for services rendered in carrying out one or more of Provider’s purposes.

With respect to the officers and Directors of Provider, and any person who will be managing the Community on a day-to-day basis:

1. The name and address of any professional service firm, association, trust, partnership, or corporation (a) in which any such person has, or which has in any such person, a 10% or greater interest, and (b) which it is presently intended shall currently or in the future provide goods, leases, or services to the Community, or to residents of the Community, of an aggregate value of \$500.00 or more within any year, and a description of the goods, leases, or services and the probable or anticipated cost thereof to the Community, provider, or residents, or a statement that this cost cannot presently be estimated, is as follows:

- None -

2. A description of any matter in which any such person (a) has been convicted of a felony or pleaded nolo contendere to a felony charge, or been held liable or enjoined in a civil action by final judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; or (b) is subject to a currently effective injunctive or restrictive court order, or within the past five years, had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, if the order or action arose out of or related to business activity of health care, including actions affecting a license to operate a foster care facility, nursing

home, retirement home, home for aged, or facility subject to Article 64 of Chapter 58 of the North Carolina General Statutes or similar law in another state, is as follows.

-None-

E. Community Expansion

In December 2016, Provider acquired approximately 16.01 acres of land within the PDD and located adjacent to the property currently comprising the Community, which Provider intends to use to expand the Community (“**Phase II**”). The acquisition of the Phase II land was financed with the proceeds of the sale of the 2016 Bonds described in Section VI.A of this Disclosure Statement, as well as the issuance of a Purchase Money Note which has been paid and satisfied in full. In 2019 Provider acquired an additional 0.78 lot which was surrounded by other property already owned by the Corporation, and which the Corporation intends to be used as a part of the Phase II expansion.

The Phase II expansion project will consist of (1) 152 additional Independent Living Units (the “**New Independent Living Units**”), together with multiple new dining venues, a multipurpose area with capacity for up to 350 people, and an underground parking garage, (2) 29 additional Assisted Living Units, including 14 specialized memory care units (the “**New Assisted Living Units**”), (3) 24 additional Skilled Nursing Beds (the “**New Skilled Nursing Beds**”), (4) new green spaces and landscaping improvements, and (5) renovations to the current Clubhouse to re-purpose common areas, all to be owned and operated by Provider.

Provider has received from the North Carolina Department of Insurance a Start-Up Certificate allowing Provider to collect 10% deposits for New Independent Living Units, and has also received from the North Carolina Department of Insurance a Preliminary Certificate allowing Provider to start construction of the Phase II expansion project. On November 8, 2021 Provider issued to the Construction Manager a full Notice to Proceed with respect to construction of the Phase II expansion project.

1. Phase II Professionals

Provider has engaged a development consultant to implement the expansion plan for Phase II, an architectural firm to develop plans for construction of the Phase II improvements, a construction manager to manage the construction of the Phase II improvements, and an owner’s representative in connection with construction of the Phase II improvements. Information concerning those firms follows:

a. *Phase II Development Consultant*

Greenbrier Development, LLC, of Dallas, Texas (the “**Development Consultant**”), serves as the development consultant for Phase II. The Development Consultant served in a similar role in connection with the development of Phase I of the Community.

The principals of the Development Consultant are Michael D. Gilliam, Thomas J. Navin, Cole S. Gray, Barry Johnson, and Adam P. Heffernan. Mr. Gilliam is President and Chief Executive Officer and Mr. Navin is the Executive Vice President and Chief Operating Officer.

The Development Consultant currently has a staff of approximately 37 persons, and senior leadership has more than 150 years of combined experience in senior housing development. The Development Consultant is currently responsible for the development and/or marketing of approximately 22 senior living community development and expansion projects around the country. The Development Consultant has provided strategic consulting services to more than 100 senior living communities and providers since 2006.

b. *Phase II Architects*

Stewart & Conners Architects, PLLC, of Charlotte, North Carolina (the “**Phase II Architect**”), serves as the architectural firm for Phase II. The development of existing, occupied, senior living campuses is the core of the Phase II Architect’s experience.

The Phase II Architect and its principals have extensive experience in the development of senior living campuses, and in particular the expansion or redevelopment of existing, occupied campuses. The Phase II Architect and its principals have worked on numerous such projects located in the Eastern United States, including 15 such projects requiring approval by the North Carolina Department of Health and Human Services. Representative projects include: multiple expansion projects for Sharon Towers in Charlotte, North Carolina; and Presby’s Inspired Life Rydal Park in Rydal, Pennsylvania, which included renovation of Presby’s nursing, memory care, assisted living and dining components. The Phase II Architect’s work on the Messiah Lifeways at Messiah Village in Mechanicsburg, Pennsylvania included campus master planning, independent living and enhanced living, and skilled nursing additions.

c. *Phase II Construction Manager*

Clancy & Theys Construction Co., of Raleigh, North Carolina (the “**Construction Manager**”), serves as the Construction Manager for Phase II.

The Construction Manager is one of the largest vertical builders owned and headquartered in North Carolina. Originally founded in Raleigh in 1949, the Construction Manager is one of the largest privately owned entities in the state and one of the largest contractors in the southeast region of the United States and the nation according to Engineering News Record (170th in the nation, in 2019). The Construction Manager has branch offices in Wilmington and Charlotte, North Carolina; Newport News, Virginia; and Orlando, Florida. The following is a representative list of the Construction Manager's senior housing experience: The Tower at Cardinal North Hills; Transitions Life Care; Cambridge Senior Living Brier Creek; Carol Woods Retirement Community; Windsormeade of Williamsburg; The Crossings at Oakbrooke; The Crossings at Hanover; LaPosada Assisted Living Building Addition; and Westminster Baldwin Park – Phase II

d. *Phase II Owner's Representative*

NEMA Management, LLC, of Raleigh, North Carolina (the “**Owner's Representative**”), serves as Provider's owner's representative for Phase II.

The Owner's Representative provides planning, design, construction and development related advisory services. In connection with the Phase II Project, the Owner's Representative will (i) coordinate the interaction and decision making of, and assist in the coordination of, the Provider, the Construction Manager, and all of the Provider's contracted professionals and consultants (including the Architect), and (ii) act as the day-to-day point of contact between the Corporation and the Construction Manager.

The Corporation's primary point of contact with the Owner's Representative is Mr. W. Robert Everett PE, MBA. Mr. Everett has 26 years of construction experience, and has worked on senior living, multi-family, schools, biotechnology manufacturing facilities with class I 0,000 clean rooms, class A office, commercial shopping centers, high end residential and mixed-use complexes, pharmaceutical labs, animal labs, college and university buildings, medical, industrial recreational and military projects.

2. Phase II Assumptions and Analysis

Following are descriptions of some of the key assumptions and analysis related to the Phase II expansion:

Project Budget. As of the time of the filing of this Disclosure Statement, the total anticipated cost of the Phase II expansion project is \$204.6 million. The Phase II expansion project budget includes land costs of approximately \$2.6 million, design costs of approximately \$6.3 million, construction and development costs of approximately \$137.3 million, marketing costs of approximately \$5.2 million, funded interest costs of approximately \$15.5 million, financing issuance costs of approximately \$5.9 million, debt service reserves of approximately \$7.8 million, contingencies of approximately \$8.1 million, and operating reserve and working capital funds (funded from Entrance Fees paid with respect to the New Independent Living Units) of approximately \$15.9 million.

Finance Plan. Funding for the Phase II expansion project is planned to consist primarily of the proceeds from the issuance of the Series 2016 Bonds, the Series 2017 Bonds, the Series 2020 Bonds, and the Series 2021 Bonds, described in Section VI.A of this Disclosure Statement. There will be no equity contributions as part of the financing plan. Additional funds will be generated from current Community operations, and by the receipt of Entrance Fees paid with respect to the New Independent Living Units.

Key Operating Assumptions. The fill-up of the New Independent Living Units has been projected using a conservative understanding of Searstone management and the Development Consultant's experienced historical trends and industry knowledge. Stabilized occupancy of the New Independent Living Units is expected to occur in April 2026 and stabilized occupancy of the New Assisted Living Units and Skilled Nursing Beds is expected to occur in November 2028. Future residents will pay a 10% deposit to reserve

a New Independent Living Unit prior to its becoming available for occupancy. These 10% deposit funds are held in escrow and are not recognized as revenue until future events have occurred. Refer to the notes to Provider's audited financial statements attached as Exhibit 2 to this Disclosure Statement for the accounting policies used regarding the recognition of revenues and expected refunds of the associated Entrance Fees. Operating expenses for the Phase II expansion are estimated by Searstone management and the Development Consultant based upon current operating requirements and experience. Operating expense increases are projected to increase by 3.25% annually. Salaries for the additional staff estimated to be required as a result of the Phase II expansion are based on operational experience. Employee benefits for such staff persons are assumed to be approximately 28% of salaries. Non-salary operating expenses associated with the Phase II expansion include ongoing marketing costs, raw food costs, utilities, supplies, maintenance and security contracts, building and general liability insurance, legal and accounting fees, and other miscellaneous expenses, and such amounts are assumed to increase by 3.25% annually.

Actuarial Study. The Actuarial Study referenced at Section VI.E concludes that Brittany Place, as expanded to include the New Assisted Living Units and the New Skilled Nursing Beds, will have adequate capacity to meet Searstone's contractual obligations to its current and future residents. Further, the Actuarial Study concludes that Provider is in adequate financing condition to meet its obligations, including its obligations with respect to the refund of Entrance Fees received with respect to Independent Living Units and New Independent Living Units.

III. POLICIES

A. Membership & Residency Agreements

The terms of the agreement between a Member and Provider are set forth in a Membership & Residency Agreement between the Member and Provider (“**Membership & Residency Agreement**”). A copy of the current standard form of Membership & Residency Agreement is attached as Exhibit 1. Provider may from time-to-time enter into addenda to the standard form of Membership & Residency Agreement or revise the standard form of Membership & Residency Agreement.

B. Nature of Relationship

The Membership & Residency Agreement creates a contractual relationship between the Member and Provider. The Membership & Residency Agreement is not a lease or easement and does not transfer or grant to the Member any interest in real property, including the residence owned by Provider. The rights of Member under the Membership & Residency Agreement are not assignable, and no rights or benefits described in the Membership & Residency Agreement inure to the use or benefit of the heirs, legatees, assignees, representatives, or creditors of the Member, unless expressly provided in the Membership & Residency Agreement. The Member does not have any right to assign the residence for the use by another.

Although the Members are referred to as “members” of Searstone, they are not members in Provider within the meaning of the Georgia Nonprofit Corporation Code, and among other things have no right to appoint or vote for the election of members of the Board of Provider or to otherwise participate in the management of Provider. While one or more Members may from time-to-time be members of the Board of Provider, there is no fixed number of members of the Board of Provider reserved for Members.

C. Admission Procedure and Criteria

Individuals and couples deciding to apply for residency at Searstone will be provided with an Application for Membership, instructions for completion, and a copy of this Disclosure Statement. A residence may be chosen if the prospective Member(s) is ready to make a selection of an available unit. All residents at Searstone are required to live independently in their chosen Independent Living Unit at the time of admission and to have the financial resources to pay the Entrance Fee and monthly Membership Fees. Members must be 62 years of age at the time of admission. In the case of married couples, one spouse may be younger than 62 but must be older than 55 years of age. Members are required to subscribe to Medicare Parts A and B and to maintain supplemental health insurance acceptable to Provider as part of Provider’s Life Care Plan.

Prospective Members will complete an Application for Residency, including disclosure of certain financial and medical information, and sign a Membership & Residency Agreement to reserve the residence selected. At the time the Membership & Residency Agreement is signed by the prospective Member, the prospective Member will pay a deposit equal to 10% of the Entrance Fee for the residence selected. The deposit is refundable as outlined in Section III.D of this Disclosure Statement.

The Membership & Residency Agreement stipulates that a prospective Member agrees to pay the balance of the Entrance Fee (90%) prior to residency, and in no event later than 60 days following the date the prospective Member is notified by Provider that the residence is available. The Membership & Residency Agreement further stipulates that a prospective Member agrees to pay a Membership Fee beginning upon the earlier of either residency or 60 days after the prospective Member is advised that the reserved residence is available for residency.

Applications for Residency are subject to approval by the Residency Review Committee of Provider. At the time of the signing of a Membership & Residency Agreement, prospective Members will be asked to provide certain health and financial information. The Residency Review Committee of Provider will determine if the prospective Member has assets sufficient to pay the Entrance Fee and sufficient income after the payment of the Entrance Fee to pay the monthly Membership Fees plus other personal expenses. Income must also be sufficient to meet anticipated increases in the cost of living. The Residency Review Committee of Provider will also determine if the prospective Member is able to live independently in their chosen Independent Living Unit. Once a prospective Member has been accepted for admission, regardless of changes in their health status between the signing of the Membership & Residency Agreement and the date of occupancy, admission to Searstone is guaranteed. Members whose health status changes prior to occupancy such that they require direct admission to adult home care or skilled nursing care within Brittany Place are required to pay the Entrance Fee and the fees outlined in Article V of this Disclosure Statement.

Neither Provider nor Searstone will discriminate against any prospective Member on the basis of race, creed, color, sex, religion or national origin.

D. Entrance Fee

Provider's agreement requires that a prospective Member pay an Entrance Fee, (GS § 58-64-1(2) defines the entrance fee as a payment that assures the resident a place in a facility for a term of years or for life as long as all terms and conditions are met), consisting of a Residential Fee and a Life Care Fee. The Residential Fee portion of the Entrance Fee is 100% refundable. The Life Care portion of the Entrance Fee is refundable, with the refund reducing at a rate of 2% per month for 50 months starting in the month the balance of the Entrance Fee is paid. See Section III.E of this Disclosure Statement for additional information.

In the case of two joint Members, the Residential Fee portion of the Entrance Fee covers both Members, but each Member must pay the Life Care portion of the Entrance Fee.

E. Rescission/ Cancellation/ Termination

1. Rescission/ Cancellation/ Termination of Agreement by Member Prior to Occupancy: Articles I, V and XI of the Membership & Residency Agreement contain the following provisions regarding cancellation prior to occupancy:

Rescission. Member has the right to rescind, cancel and terminate the Membership & Residency Agreement, provided written notice of such a decision is given to Provider within 30 days from the later of the date the Membership & Residency Agreement is signed or Member's receipt of a Disclosure Statement (the "**Rescission Period**"). If Member

decides to rescind the Membership & Residency Agreement, Member must send written notice to Searstone Retirement Community, c/o Executive Director, 17001 Searstone Drive, Cary, North Carolina 27513. The Member to whom the Membership & Residency Agreement pertains is not required to move into the Community before the expiration of the Rescission Period.

If Member rescinds the Membership & Residency Agreement within 30 days of its execution in accordance with Article I, Provider shall return to Member or Member's estate Member's Entrance Fee Deposit, including interest earned thereon, less any nonstandard costs incurred by Provider at the request of Member as set forth in Appendix A [of the Membership & Residency Agreement], such amount to be returned within 30 days of receipt of Member's written rescission request.

Cancellation. If after the Rescission Period but before occupying a living unit at Searstone, Member dies or due to illness, injury or other incapacity Member would be precluded from occupying a living unit at Searstone under the terms of the Membership & Residency Agreement, the Membership & Residency Agreement is automatically canceled, and upon Provider's receipt of written notice of cancellation Provider shall return to Member or Member's estate Member's Entrance Fee Deposit, including interest earned thereon, less any nonstandard costs incurred by Provider at the request of Member as set forth in Appendix A [of the Membership & Residency Agreement], such amount to be returned within 60 days of receipt of Member's written notice of cancellation.

Termination (balance not paid). If, after the expiration of the Rescission Period but before paying the balance of the Entrance Fee, Member terminates the Membership & Residency Agreement for any reason other than a cancellation pursuant to Section 5.3(b) [of the Membership & Residency Agreement], Provider shall return to Member or Member's estate Member's Entrance Fee Deposit, including interest earned thereon, less any nonstandard costs incurred by Provider at the request of Member as set forth in Appendix A [of the Membership & Residency Agreement], on or before the first to occur of (i) that date which is 30 days following Provider's receipt of the then applicable Entrance Fee Deposit for a residence of the same type as Member's residence, or (ii) that date which is two years from the date in which Member's written termination request is received.

2. Termination of Agreement by Member After Occupancy: Articles V and XI of the Membership & Residency Agreement contain the following provisions regarding cancellation after occupancy:

Termination (balance paid). If the Membership & Residency Agreement is terminated by Member who dies after paying the balance of the Entrance Fee, or by Member who pays the balance of the Entrance Fee and who has not died but terminates for any reason other than a cancellation pursuant to Section 5.3(b) [of the Membership & Residency Agreement], Provider shall return to Member or Member's estate the amount determined below, on or before that date which is 30 days following Provider's receipt of the then applicable Entrance Fee for a residence of the same type as Member's residence (for this purpose, the residence type of a Member residing in Brittany Place at the time of termination shall be considered to be the Independent Living Unit residence type with

respect to which that Member paid the Entrance Fee to be refunded). The amount to be so returned shall equal the sum of: (i) 100% of the Residential Fee portion of the Entrance Fee; **plus** (ii) the unamortized percentage of the Life Care portion of the Entrance Fee, with the Life Care portion of the Entrance Fee to amortize at the rate of 2% per month for 50 months commencing with the month in which the balance of the Entrance Fee is paid; **less** (iii) amounts due for unpaid Membership Fees applicable only to the period a living unit was actually occupied by Member and the accrued interest on those unpaid Membership Fees; **less** (iv) advances made by Provider pursuant to Section 5.4(g) [of the Membership & Residency Agreement]; **less** (v) costs specifically incurred by Provider at the request of Member as set forth in Appendix A [of the Membership & Residency Agreement]; **less** (vi) the cost of refurbishing Member's residence for re-occupancy as defined in Section 5.3(f) [of the Membership & Residency Agreement]; and **less** (vii) any other amounts due Provider from Member.

If two persons signed the Membership & Residency Agreement and only one of such persons elects to terminate the Membership & Residency Agreement, the refund amounts will be calculated using the only the Second Person Life Care Fee. If at a later time the other of such persons elects to terminate this Agreement, the refund amounts will be calculated using the First Person Entrance Fee.

3. Termination of Agreement by Provider: Article XII of the Membership & Residency Agreement contains the following provisions regarding cancellation by Provider:

Provider may, upon notice and opportunity to cure as provided below, revoke Member's right to reside at Searstone and terminate the Membership & Residency Agreement upon the occurrence of any of the following events ("**Default**"):

- (a) Failure of Member to pay the unpaid balance of the Entrance Fee when due.
- (b) Member has intentionally mismanaged assets needed to pay the balance of the Entrance Fee or the Membership Fee.
- (c) Failure of Member to comply with any material covenant or agreement of Member contained in the Membership & Residency Agreement (including timely payment of the Membership Fee or the Other Charges) or a material breach of any representation made by Member in the Membership & Residency Agreement or in Member's Application for Membership.
- (d) For "**just cause**" presented to Member or Member's representative in writing by the Searstone medical director and administrator that Member is a danger to himself or others while remaining in the Searstone community.

F. Moves and Transfers

The Membership & Residency Agreement outlines the policies for moves and transfers in Articles VI and X. Article VI contains the following provisions for transfers to the adult care (assisted living) or skilled nursing care within Brittany Place:

Member shall relocate to Brittany Place from Member's Independent Living Unit when Provider's interdisciplinary team decides a relocation is necessary. A relocation would be necessary as a result of Member's physical or mental health decline, Member posing a risk to the safety or welfare of other Members or themselves, or other appropriate condition. The same rule would apply when the relocation is within Brittany Place. If a Member moves to Brittany Place and the interdisciplinary team determines Member is capable of living independently once again, Member shall assume residency in an appropriate Independent Living Unit.

If Member is relocated to Brittany Place, Provider shall have the right to assign Member's former residence for residency by others. If Member's condition subsequently changes, and Member can resume residency in accommodations equivalent to those he or she previously occupied, Member shall relocate to such equivalent accommodations as soon as they are available. If Member's residence is jointly occupied and one Member moves to Brittany Place and the other Member continues to reside in the residence, the residence would not be considered to have been vacated for purposes of this Section.

Article X of the Membership & Residency Agreement addresses the transfer of a Member to another establishment should the Member require care not provided by Provider. It is possible that Member may need specialized service which is beyond the capability of Provider. Such service would be needed if:

1. Member has been infected with a dangerous and/or contagious disease, service for which is not typically provided in a North Carolina nursing establishment or which Provider is not licensed to provide, or
2. Member has become mentally or emotionally disturbed to the degree that Member poses a danger to himself or herself or the health and welfare of other Members or staff, or
3. The physical or mental condition of Member materially changes so that he or she requires services not regularly provided by Provider.

In such cases, Searstone's medical director will consult with Searstone's interdisciplinary team, Member, Member's representative, and Member's personal physician. If Provider or Searstone's medical director determines that special service is needed, Searstone management will review Member's needs with Member, if he or she is competent, or Member's representative, if he or she is not competent, and arrange Member's relocation to another establishment.

All such relocations will be subject to and in accordance with applicable statutes, rules, and regulations. In the case of such relocation of Member, if Provider or Searstone's medical director determines that the relocation is temporary (usually 30 days or less but extendable at Provider's sole discretion), Provider will hold Member's residence available for reoccupancy by Member. If, in the opinion of Searstone's interdisciplinary team, the relocation is permanent, Member's residence will be available for occupancy by another person.

If the medical condition of Member permanently relocated improves to the point where Member, in the opinion of Provider or Searstone's medical director, is able to resume residing at Searstone, Member will relocate back to the living accommodation last resided in by Member. If the living

accommodation last resided in by Member is occupied by a new Member, Member will be entitled to reside in the next available living accommodation of the type previously occupied by Member. In the event no such similar living accommodation is available, Provider will make comparable living arrangements available until such a similar living accommodation becomes available. Provided Member continues to pay the Membership Fee, Provider will pay the cost of such comparable living arrangements.

If Member's residence is jointly occupied and one Member relocates to another establishment and the other Member continues to live in the residence, the residence would not be considered to have been vacated for purposes of the foregoing. If Provider or Searstone's medical director subsequently determines, in consultation with Member or Member's attending physician, that Member of a jointly occupied residence can return to that residence, Member must do so.

In the event a Member asks to move to a different residence within the Community and Provider approves such move, such move will amend the Residency Agreement as to the old residence. In such event, (a) Member or Members will sign an amended Residency Agreement and pay the then applicable Residential Fee for the new residence, (b) Provider will refund to Member or to Member's estate 100% of the Residential Fee for the residence vacated, such refund to be determined and paid in accordance with Section III.E, of this Disclosure Statement, and (c) Member or Members will be obligated to pay the Membership Fee.

G. New Double Occupants

In the event that a person who is not a party to the Membership & Residency Agreement (“**New Person**”) is accepted for Membership at a time subsequent to the date of the Membership & Residency Agreement (said acceptance to be in accordance with residency policies governing all other move-ins), the New Person must sign a Membership & Residency Agreement and pay the then applicable Life Care Fee. Such New Person will then become a Member for purposes of the Membership & Residency Agreement, and the then current Second Person Membership Fee will become payable.

No person other than Member may reside in the residence except for occasional visits or with the express written approval of Provider. In the event Member's spouse does not qualify or does not wish to qualify for entry into the Searstone community as a “Member”: (1) such non-Member spouse will be allowed to occupy Member's residence without payment of an Entrance Fee for a second person; (2) the Second Person Membership Fee will be payable with respect to such non-Member spouse; (3) such non-Member spouse will not be entitled to the approved home care services, assisted living services, and skilled nursing services described in Section 3.3(c) of Member's Membership & Residency Agreement; and (4) such non-Member spouse will be required to vacate Member's residence upon Member's termination of the Membership & Residency Agreement, death, or permanent move to Brittany Place or for care outside the Searstone community.

Should a Member decide to marry another Member and both Members decide to share a residence, the Members may move to a new separate residence which will terminate both Members'

Membership & Residency Agreements or may move into one Member's existing residence which will terminate the relocating Member's Membership & Residency Agreement.

- If the Members select a new residence, the Members will then sign a new Membership & Residency Agreement and pay the then applicable Entrance Fee and the First Person and Second Person Membership Fee for the new residence. Provider will refund the Entrance Fees associated with each of the married Members' prior residences in accordance with Section 5.3 of the Membership & Residency Agreements for each residence vacated once new Entrance Fees are received from the married Members.
- If, instead of moving into a new residence, one of the Members moves into the other Member's existing residence, the relocating Member will sign the Membership & Residency Agreement for the existing residence and will pay the Second Person Membership Fee for that residence. Provider will refund the Entrance Fee associated with the vacated residence in accordance with Section 5.3 of the Membership & Residency Agreement once a new Entrance Fee is received from the Member moving into the other Member's existing residence.

H. Financial Hardship

It is the intent and policy of Provider to operate as a not-for-profit corporation and not to terminate the residency of a Member solely by reason of the financial inability of the Member to pay the total Membership Fee. When a Member establishes the facts to justify the need for financial assistance as determined by Provider in its reasonable judgment, Provider may in its discretion, and subject to funds availability, advance funds to help the Member pay his or her Membership Fee. Such advances, plus simple interest at the prime rate, then noted in the "Money Rates" column of *The Wall Street Journal*, from the date when such advances are made to the date when such advances are repaid or otherwise satisfied, will be charged against the refundable portion of Member's Entrance Fee, as determined in accordance with Section 5.3 of the Membership & Residency Agreement. In the case where such advances exceed the amount of Member's Entrance Fee refund, as determined in accordance with Section 5.3 of the Membership & Residency Agreement, Provider may in its discretion and subject to funds availability waive some or all of Member's Membership Fee, if the Member has not intentionally depleted assets needed to pay his or her Membership Fee. If a Member is receiving financial assistance, copies of such Member's most recently filed federal income tax return must be provided to Provider within 30 days of receiving assistance, and as may thereafter be requested by Provider.

I. Waiting List

Searstone has a Waiting List program for prospective Members who are not ready or able to select an Independent Living Unit type that meets their needs. The procedure is summarized below:

1. If a prospective resident expresses the desire to move to Searstone and there are no Independent Living Units available in the type desired, he or she may be placed on a Waiting List maintained by the Manager.

2. Placement on the Waiting List requires a completed Wait List Application, Wait List Contract, payment of a \$300 non-refundable wait list application fee, and payment of a \$5,000 refundable wait list deposit.
3. The Wait List Application will be reviewed by the Manager, and the prospective resident will be informed by the Manager as to whether the prospective resident will be placed on the Waiting List. If the prospective resident is not placed on the Waiting List, the \$5,000 refundable wait list deposit will be returned, but the \$300 non-refundable wait list application fee will not be returned.
4. If the prospective resident is placed on the Waiting List the prospective resident will be informed by the Manager of his or her placement location on the Waiting List (i.e., whether first, second, third, etc. in line for a certain type of Independent Living Unit) and will be updated periodically on the status of the list.
5. All prospective residents on the Waiting List will be periodically invited to special events at Searstone and to eat in the dining room at Searstone so they can begin to develop relationships with the staff and residents.
6. When an Independent Living Unit of the type desired by a prospective resident becomes available, the prospective resident will be informed and have a period of 48 hours after being so informed to accept or reject the available Independent Living Unit. If the prospective resident accepts the available Independent Living Unit the prospective resident will have three days following acceptance within which to execute an Application for Residency and a Membership & Residency Agreement and pay to Provider the balance of the Entrance Fee Deposit (to which the \$5,000 refundable wait list deposit will be applied).
7. If the prospective resident does not accept the available Independent Living Unit, the prospective resident will not lose the prospective resident's priority spot on the Waiting List. If the prospective resident accepts the available Independent Living Unit but fails to on a timely basis execute an Application for Residency and a Membership & Residency Agreement and pay to Provider the balance of the Entrance Fee Deposit for such Independent Living Unit, the prospective resident will lose the prospective resident's priority spot on the Wait List.
8. Following the prospective resident's execution of an Application for Residency and a Membership & Residency Agreement and payment to Provider of the balance of the Entrance Fee Deposit for the available Independent Living Unit, the Application for Residency and the prospective resident's eligibility for residency will be reviewed in accordance with Section III.C of this Disclosure Statement.

J. Rules and Regulations

Rules and regulations with respect to the use of common areas and amenities within Searstone have been established by Provider and are available in the Searstone Resident Manual. Provider may from time-to-time change the Rules and Regulations, which will require changes to the Searstone Resident Manual, and in such case these changes will be provided to Members.

IV. SERVICES

A. Standard Services Available

Searstone is a full-service retirement community. Members pay an Entrance Fee and a Monthly Membership Fee. The fees are designed to cover most living expenses incurred by residents of Searstone. Two service packages are offered. The **Platinum Option** offers more meal credits and more housekeeping services than does the **Gold Option**. Members can change their service package option on a monthly basis. The Monthly Membership Fee includes the following basic services:

- Scheduled dining in the dining venues. Under the Platinum Option, a monthly dining credit amount of \$470 per person is included as part of the Membership Fee. Under the Gold Option, a monthly dining credit amount of \$235 per person is included as part of the Membership Fee.
- Housekeeping services under the Platinum Option will be performed every week. Housekeeping under the Gold Option will be provided once per month.
- Utilities included in the Membership Fee are heating, air conditioning, water, sewer, electricity, basic cable television services, wireless internet access in common areas, and wiring for telephone.
- Driver services for local medical appointments, with proper scheduling by Member, as determined by Searstone.
- Interior and exterior maintenance of all residences, including all provided appliances, fixtures, systems, lawns, gutters, and windows. Appliances provided will include a range, microwave, refrigerator with icemaker, dishwasher, garbage disposal, washer, and dryer.
- Call system and response to calls for emergencies are available 24 hours per day.
- Recreational, social, and cultural events as scheduled and planned for those Members interested in participating. Searstone employs a Director of Resident Life & Wellness to plan and coordinate recreational, social, educational, and special events.
- Common areas for Members and their guests include a Clubhouse, restaurant, private dining for personal parties and special events, a bar and grill, lounge areas, a health and fitness club, an aquatic center, and administrative areas.
- Building and grounds maintenance and housekeeping of common areas.
- Additional storage for Lorraine Plaza, Calais Terrace, Lakeside Flats, and Clubhouse residences for Member's personal belongings.
- Smoke detection and sprinklers in all areas both common and multi-story residential. There are not sprinklers in Estate Homes. A generator is available to power the Clubhouse and a designated generator for Brittany Place is also available in case of emergency or power outage.

- For Members who reside in Lakeside Flats or Estate Homes, covered parking is provided per residence. For Members who reside in Calais Terrace and own and drive a vehicle, one under-building parking space is available at no extra cost and, subject to availability, a second under-building parking space may be available for an additional charge. For Members who reside in Lorraine Plaza and own and drive a vehicle, parking is provided adjacent to the Lorraine Plaza building at no extra cost and, subject to availability, one Calais under-building parking space may be available for an additional charge. For Members who reside in Winston Clubhouse and own and drive a vehicle, parking is provided adjacent to the Winston Clubhouse building at no extra cost and, subject to availability, one Calais under-building parking space may be available for an additional charge. Valet parking is provided for Members who reside in Winston Clubhouse. These parking arrangements may require changes to accommodate construction within the Community.

Only residents who own and drive a vehicle will be considered for an assigned parking space, whether it be at no extra cost or for an additional charge. Parking spaces cannot be reserved for family, friends, caregivers, or other visitors.

B. Services Available for an Additional Cost

Services available but not included in the Monthly Membership Fee include:

- Additional dining.
- Additional housekeeping.
- Additional maintenance.
- Personal transportation beyond that scheduled by Provider.
- Linen services.
- Non-emergency response calls to residences.
- Other concierge services.

Following are the fees for certain of these additional-cost items:

Mail Key	\$10.00
Room Key	\$25.00
Emergency Pendant	\$135.00
Neck Lanyard	\$5.00

Following are the fees for certain of these additional-cost housekeeping, transportation, and maintenance services:

Housekeeping Help* (Resident Handbook Part XIV, Part A)	\$40.00 per hour per employee 1 hour minimum
Maintenance Help	\$40.00 per hour per employee 1 hour minimum
Extra Carpet Cleaning	Fee based on size of residence

Transportation Personal Trips**	\$40.00 per hour 1 hour minimum
Airport Transportation	\$30.00 Flat Rate – one way
Wheel Chair Transportation by other than Searstone	\$ vendor fees apply
Trip Charges	There may be times when scheduled bus trips and outings will carry a fee. These fees will be posted and communicated with specific trip information.
Calais Garage Parking Space (Limited Space Available, subject to the limitations in Section IV.A)	\$37.50 per month (See Security and Transportation Dept. to apply)

*Housekeeping help is periodic and as needed. It is not to be a set schedule of additional services. Residents can opt into the **Platinum Option** for regular scheduled extra services.

**Transportation time includes travel to and from destination, and any time at destination. Extra fees may exist for special community life, wellness functions, classes and trips.

Following are the fees for certain of these additional-cost Brittany Place services:

LifeCare Contract Meals	\$939.00 per month
Non-medical Meal Delivery	\$5.00
Fee for Service Daily Rate – Skilled Nursing	\$451.00 +/- per day
Fee for Service Daily Rate – Assisted Living	\$241.00 +/- per day
Wheel Chair Transportation by other than Searstone.	\$ vendor fees
Medical Equipment Used in Care	If your doctor orders special equipment for your care or rehabilitation, you will be responsible for costs not covered by Medicare or other insurances. Personal Medical Equipment for personal use is the financial responsibility of the resident.
Laundry Services	\$35.00 per week per individual

C. Health Care Services Available

Searstone has designated as medical director a consulting physician licensed to practice medicine in the State of North Carolina.

A Member is responsible for, over and above the Membership Fee, the cost of Member's physician services, hospital services, prescription drugs, durable medical equipment, and prescribed therapies. Outside provider services are billed by the outside provider to Medicare and the Member, as appropriate.

For a Member under a Type A - Life Care Plan, normally the Member will receive required assisted living or required skilled nursing services at Searstone within Brittany Place.

If the Member requires assisted living services, as determined by Searstone's interdisciplinary team:

- The Member will be provided assistance with activities of daily living as typically provided by an assisted living establishment in the State of North Carolina. Such assisted living services will be provided by Provider at Brittany Place, but if the assisted living and skilled nursing units in Brittany Place are full Provider will provide home health services in the Member's Independent Living Unit at Provider's expense. In the event Provider provides to the Member home health services under such circumstances, the Member will relocate to Brittany Place once an assisted living or skilled nursing unit is available in Brittany Place, and if the Member declines a unit at Brittany Place under such circumstances the Member will be responsible for all home health service fees.
- In such case, Provider will provide access to prescription drugs, physical therapy, speech therapy, and occupational therapy, at an additional cost to the Member (possibly reimbursable to the Member by Medicare or other insurance procured by the Member). Also, in such case, the Member will be responsible for the cost of private duty nurses if determined to be medically necessary or when requested by the Member or the Member's representative.

If the Member requires skilled nursing services, as determined by Searstone's interdisciplinary team:

- The Member will be provided those services typically provided by a skilled nursing establishment in the State of North Carolina. In such case, Provider will provide access to prescription drugs, physical therapy, speech therapy, and occupational therapy, at an additional cost to the Member (possibly reimbursable to the Member by Medicare or the other insurance procured by the Member). Also, in such case, the Member will be responsible for the cost of private duty nurses if determined to be medically necessary or when requested by the Member or the Member's representative.
- Such skilled nursing services will be provided by Provider at Brittany Place, but if the skilled nursing units in Brittany Place are full the Member will be provided temporary skilled nursing services at an appropriate area skilled nursing facility, as determined by Searstone. Any such offsite skilled nursing services will be at Provider's expense except for those items which would be at the Member's expense if the Member were in Brittany Place, such as the cost of additional meals. The decision to move a Member temporarily offsite under such circumstances is in the sole discretion of Provider.
- In the event a Member is moved temporarily offsite under such circumstances, the Member will relocate to Brittany Place once a skilled nursing unit is available in Brittany Place, and if the Member declines a unit at Brittany Place under such circumstances the Member will be responsible for all offsite location fees.

For a Member under a Type C – Fee-for-Service Plan, the Member, at the Member's expense, will be provided access to assisted living services or skilled nursing services at Searstone or at another provider. The Member will be responsible for the cost of any home care services, assisted living services, or skilled nursing services.

The Fee-for-Service Plan is not available to new Members, except as provided in Article V of this Disclosure Statement.

V. ENTRANCE FEES AND MEMBERSHIP FEES

Members will pay an Entrance Fee and monthly Membership Fees that vary based on whether the Member signs-up under the Type A - Life Care Plan or the Type C – Fee-for-Service Plan, and the service package option selected. Under both plans the Entrance Fee assures a Member a place at Searstone for life, subject to the provisions of the Member’s Membership & Residency Agreement.

The Fee-for-Service Plan is not available to new Members, except as provided in Article V of this Disclosure Statement.

Type A – Life Care Plan Fees

The Entrance Fee under the Type A - Life Care Plan has two components: A Residential Fee which is 100% refundable (and identical to the Entrance Fee for the Fee-for-Service Plan), and a Life Care Fee which is refundable to the extent not amortized. The Life Care Fee amortizes at the rate of 2% per month commencing with the month in which the balance of the Entrance Fee is paid, such that it will be fully amortized (and 0% refundable) after 50 months from the month in which the balance of the Entrance Fee is paid. Under the Type A - Life Care Plan a second occupant within a residence must pay a Second Person Entrance Fee, consisting only of a Life Care Fee which amortizes at 2% per month in the same manner.

Under the Type A - Life Care Plan, there are two monthly service package options; namely the Gold Option and the Platinum Option, with the Platinum Option providing more meals and housekeeping than provided with the Gold Option. There is a Second Person monthly Membership Fee for a second occupant within a residence.

Type C – Fee-for-Service Plan Fees

The entire Entrance Fee under the Fee-for-Service Plan is 100% refundable. There is a Second Person Entrance Fee under this plan.

Under the Type C – Fee-for-Service Plan, there are two service package options; namely the Gold Option and the Platinum Option, with the Platinum Option providing more meals and housekeeping than provided with the Gold Option. There is a Second Person monthly Membership Fee for a second occupant within a residence.

The Fee-for-Service Plan is not available to new Members, except as provided in Article V of this Disclosure Statement.

Phase II – Additional Membership & Residency Agreement Contract Types

Provider anticipates offering the following Membership & Residency Agreement contract options for Members who will reside in the additional Independent Living Units to be developed as a part of the Phase II project:

- Type A – Life Care Plan with a 100% refundable Residential Fee, as described above for current Type A – Life Care Membership & Residency Agreement contracts;

- Type A – Life Care Plan with a 50% refundable Residential Fee amortizing at the rate of 2% per month commencing with the month in which the balance of the Entrance Fee is paid, such that it will amortize to be 50% refundable after 25 months from the month in which the Entrance Fee is Paid;
- Type A – Life Care Plan with a 0% refundable Residential Fee amortizing at the rate of 2% per month commencing with the month in which the balance of the Entrance Fee is paid, such that it will be fully amortized (and 0% refundable) after 50 months from the month in which the Entrance Fee is Paid; and
- Type C – Fee-for-Service Plan with a 90% refundable Residential Fee amortizing at the rate of 2% per month commencing with the month in which the balance of the Entrance Fee is paid, such that it will be 90% refundable after 5 months from the month in which the Entrance Fee is Paid.

All Type A – Life Care Membership & Residency Agreement contracts will also require payment of a Life Care Fee, with amortization provisions as described above for current Type A – Life Care Membership & Residency Agreement contracts. The Type C – Fee-for-Service Plan Membership & Residency Agreement contract will not require payment of a Life Care Fee.

Refunds of the Entrance Fee for Phase II Membership & Residency Agreement contracts will be based on the particular refund plan selected by the Member and will be paid within 30 days following Provider’s receipt of Entrance Fee proceeds (in the case of refunds with respect to Type C – Fee-for-Service Plan Membership & Residency Agreement contracts, the Residential Fee portion thereof) for any comparable residence in Phase II which is not occupied or reserved at the date of termination of the Membership & Residency Agreement, in an amount sufficient to fully satisfy the Entrance Fee refund amount due (with Entrance Fee proceeds for the comparable residences described above being allocated among refund claims with respect to such comparable residences in the order of the date of termination of the applicable Membership & Residency Agreements). Other than those specifically mentioned in this paragraph, all Phase II Membership & Residency Agreement contract provisions governing Entrance Fee refunds are consistent with those described in Section III.E. of this Disclosure Statement.

Prospective Phase II Members will not execute Membership & Residency Agreements until shortly prior to moving into their respective residence, currently estimated to occur in early 2024. Prospective Phase II Members will execute a binding Reservation Agreement and place a deposit in the amount of 10% of the Entrance Fee. The Entrance Fee deposit will be held in escrow until either (1) such time as the qualifications for release are met by Provider, (2) Provider determines that the prospective Phase II Member does not meet the health and financial conditions of acceptance into a Phase II residence, or (3) the prospective Phase II Member elects to terminate their Reservation Agreement, in which case the amount deposited, plus accrued interest, will be refunded within 30 days of termination of the Reservation Agreement. In the event the prospective Phase II Member elects to terminate their Reservation Agreement, a \$500 processing fee will be deducted from the refund, unless such termination is due to the death of the prospective Phase II Member or is due to serious illness or incapacity of the prospective Phase II Member that precludes the prospective Phase II Member from living in the Phase II residence for health reasons, as certified by a licensed physician.

The following table summarizes Entrance Fees and monthly Membership Fees by type of Independent Living Unit and plan type:

SearStone Retirement Community				
2022 Independent Living Fees				
Floor Plan	Number Of Units	Square Footage	100% Refundable Residential Fee⁽¹⁾⁽²⁾⁽³⁾	Monthly Membership Fee - Type A⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾
<u>One Bedroom</u>				
Asturian	14	931-1097	\$407,000 - \$422,000	\$3,550-\$3,790
Breton	4	1,039	\$389,000	\$3,740
Galacian	6	1,165	\$407,000	\$4,380
Innhorse	4	1,280	\$433,000	\$4,500
Belgian	4	1,194-1,356	\$443,000 - \$460,000	\$4,380-\$4,610
Clydesdale	2	1,370	\$466,000	\$4,610
Danube	6	1,402	\$466,000	\$4,610
<u>Two Bedroom</u>				
Buckskin	16	1,204-1,760	\$474,000-\$589,000	\$4,380-\$6,390
Buckskin-Terrace	8	1,315	\$449,000	\$4,560
Hackney	5	1,478-1,500	\$510,000-\$520,000	\$5,680-\$5,690
Shetland	8	1,562	\$578,000	\$5,880
Dartmoor	12	1,765-1,793	\$600,000-\$618,000	\$6,390
Highland	8	1,866-1,924	\$628,000-\$633,000	\$6,480
<u>Two Bedroom/Den</u>				
Haflinger	5	1,578-1,636	\$542,000-\$547,000	\$5,880-\$5,910
Campolina	4	2,000	\$748,000	\$6,640
Highland II	8	1,945-2,006	\$639,000-\$660,000	\$6,510-\$6,690
Caspian	2	1,811-2,092	\$748,000-\$750,000	\$6,430-\$6,690
Pegasus	8	1,853	\$627,000	\$6,450
Appaloosa	1	2,085	\$687,000	\$6,690
Estonian	6	2,238-2,294	\$736,000	\$7,050
<u>Estate Homes</u>				
Under 2,500 Square Feet	30	1,766-2,394	\$578,000-\$823,000	\$6,390-\$7,280
Over 2,500 Square Feet	8	2,558-3,914	\$823,000-\$909,000	\$7,390-\$7,950
Total Units	169			
Weighted Average			\$597,268	\$5,212
Second Person - Monthly Membership Fees ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾				\$1,590
Life Care Entrance Fee(per person)(Type A contracts only) ⁽³⁾			\$68,000	
(1) Monthly Membership Fee pricing is effective as of January 1, 2022. Prices subject to change.				
(2) Provider offered Type A and Type C contracts to prospects who contracted prior to the start of construction. Subsequently, all contracts are Type A contracts.				
(3) Type A contracts require the payment of an additional LifeCare Entrance Fee per person of \$68,000. This fee amortizes pro-rata at a rate of 2% per month, and is fully amortized after 50 months. The Life Care Entrance Fee pricing is effective as of January 1, 2022.				
(4) SearStone offers two resident service packages: The "Gold Option" and the "Platinum Option".				
(5) Monthly Fees above for the Type A contract, reflect the Gold Plan ⁽⁴⁾ . Participation in the Platinum Option requires an additional first person fee of \$330/month. Second person fee for the Platinum Option is an additional \$218/month.				

SearStone Retirement Community
2022 Independent Living Fees

Floor Plan	Number Of Units	Square Footage	100% Refundable Residential Fee ⁽¹⁾⁽²⁾⁽³⁾	Monthly Membership Fee - Type A ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾
<u>One Bedroom</u>				
Asturian	14	931-1097	\$407,000 - \$422,000	\$3,550-\$3,790
Breton	4	1,039	\$389,000	\$3,740
Galacian	6	1,165	\$407,000	\$4,380
Finnhorse	4	1,280	\$433,000	\$4,500
Belgian	4	1,194-1,356	\$443,000 - \$460,000	\$4,380-\$4,610
Clydesdale	2	1,370	\$466,000	\$4,610
Danube	6	1,402	\$466,000	\$4,610
<u>Two Bedroom</u>				
Buckskin	16	1,204-1,760	\$474,000-\$589,000	\$4,380-\$6,390
Buckskin-Terrace	8	1,315	\$449,000	\$4,560
Hackney	5	1,478-1,500	\$510,000-\$520,000	\$5,680-\$5,690
Shetland	8	1,562	\$578,000	\$5,880
Dartmoor	12	1,765-1,793	\$600,000-\$618,000	\$6,390
Highland	8	1,866-1,924	\$628,000-\$633,000	\$6,480
<u>Two Bedroom/Den</u>				
Hafinger	5	1,578-1,636	\$542,000-\$547,000	\$5,880-\$5,910
Campolina	4	2,000	\$748,000	\$6,640
Highland II	8	1,945-2,006	\$639,000-\$660,000	\$6,510-\$6,690
Caspian	2	1,811-2,092	\$748,000-\$750,000	\$6,430-\$6,690
Pegasus	8	1,853	\$627,000	\$6,450
Appaloosa	1	2,085	\$687,000	\$6,690
Estonian	6	2,238-2,294	\$736,000	\$7,050
<u>Estate Homes</u>				
Under 2,500 Square Feet	30	1,766-2,394	\$578,000-\$823,000	\$6,390-\$7,280
Over 2,500 Square Feet	8	2,558-3,914	\$823,000-\$909,000	\$7,390-\$7,950
Total Units	169			
Weighted Average			\$597,268	\$5,212
Second Person - Monthly Membership Fees ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾				\$1,590
Life Care Entrance Fee(per person)(Type A contracts only) ⁽³⁾			\$68,000	

(1) Monthly Membership Fee pricing is effective as of January 1, 2022. Prices subject to change.

(2) Provider offered Type A and Type C contracts to prospects who contracted prior to the start of construction. Subsequently, all contracts are Type A contracts.

- (3) Type A contracts require the payment of an additional LifeCare Entrance Fee per person of \$68,000. This fee amortizes pro-rata at a rate of 2% per month, and is fully amortized after 50 months. The Life Care Entrance Fee pricing is effective as of January 1, 2022.
- (4) SearStone offers two resident service packages: The "Gold Option" and the "Platinum Option":
- (5) Monthly Fees above for the Type A contract, reflect the Gold Plan ⁽⁴⁾. Participation in the Platinum Option requires an additional first person fee of \$330/month. Second person fee for the Platinum Option is an additional \$218/month.

Health Center (Brittany Place) Fees

Members under Type A - Life Care Plans will pay the same monthly Membership Fee, plus the cost of additional meals, when residing in Brittany Place as they would pay in their Independent Living Unit.

Members under Type C – Fee-for-Service Plans will pay the following fees for Assisted Living services and Skilled Nursing services within Brittany Place:

Assisted Living Per Diem Fee in 2021 - \$ 241.00

Skilled Nursing Per Diem Fee in 2021 - \$ 451.00

The Fee-for-Service Plan is no longer available to new Members.

Increases in Monthly Membership Fees

The Membership Fees are subject to periodic increases. Provider will provide the Members with 30 days' notice of any change in Membership Fees. Such notice will set forth the effective date of the new Membership Fee and the amount of the change. Provider intends to increase the Membership Fee on January 1 of each year, if Provider deems such increase to be necessary in order to meet the financial needs of operating Searstone or to provide services to Members. Provider reserves the right to increase Membership Fees more often than once each year if Provider deems such increase to be necessary to meet its obligations.

In most years since 2011 the annual increases in the monthly Membership Fee (taking as an example the monthly First Person Membership Fee under the Gold Option) have ranged between 4.0% to - 5.75%, and prospective Members should understand that similar percentage increases for all monthly Membership Fees are currently forecasted for future years. Prospective Members should also understand that actual percentage increases in monthly Membership Fees for future years may exceed the currently forecasted percentage increases. Since pre-marketing activities for the Community initiated in 2006, and began operations in October 2013, all increases in monthly Membership Fees are reflected in the following table:

Increases in Weighted Average - Entrance Fees, and Monthly Membership Fees

100% Refundable Residential Fee (Weighted Average Fees - All Independent Units)	Life Care Fees ⁽²⁾						Fee For Service ⁽³⁾			
	Non-Refundable LifeCare Fee Per Person	Monthly 1st Person Fee - Gold	Monthly 2nd Person Fee - Gold	Monthly 1st Person Platinum Package ⁽¹⁾	Monthly 2nd Person Platinum Package ⁽¹⁾	Monthly 1st Person Gold	Monthly 2nd Person Gold	Monthly Assisted Living ⁽²⁾	Daily Skilled Nursing ⁽²⁾	
	Fee Schedule	Actual Weighted Average	Actual Weighted Average	Fee Schedule	Fee Schedule					
2012	\$479,832	\$45,427	\$3,712	\$841	\$249	\$144	\$2,926	\$658	\$4,721	\$268
2013	\$479,832	\$45,427	\$3,141	\$910	\$268	\$156	\$2,926	\$712	\$5,008	\$284
2014	\$479,832	\$45,427	\$3,146	\$770	\$242	\$125	\$2,926	\$712	\$5,008	\$284
2015	\$489,357	\$49,500	\$3,571	\$852	\$256	\$132	\$3,094	\$753	\$5,296	\$300
2016	\$515,331	\$52,225	\$3,848	\$921	\$270	\$150	\$3,278	\$796	\$5,665	\$317
2017	\$529,810	\$52,225	\$4,140	\$974	\$300	\$190	\$3,426	\$832	\$5,920	\$331
2018	\$541,770	\$60,000	\$4,365	\$1,026	\$300	\$200	\$3,580	\$869	\$6,186	\$346
2019	\$547,196	\$62,000	\$4,599	\$1,350	\$300	\$200	\$3,741	\$908	\$6,480	\$399
2020	\$558,450	\$65,000	\$5,268	\$1,470	\$300	\$200	\$3,909	\$949	\$6,782	\$417
2021	\$579,240	\$67,000	\$5,489	\$1,530	\$320	\$210	\$4,075	\$989	\$7,070	\$434
2022	\$597,268	\$68,000	\$5,696	\$1,590	\$330	\$218	\$4,238	\$1,029	\$7,353	\$451
	<u>Resident % Increase</u>	<u>Resident % Increase</u>	<u>Resident % Increase</u>	<u>Resident % Increase</u>	<u>Resident % Increase</u>	<u>Resident % Increase</u>	<u>Average % Increase</u>	<u>Average % Increase</u>	<u>Average % Increase</u>	<u>Average % Increase</u>
2012	0.00%	0.00%	4.01%	3.96%	4.18%	4.35%	3.98%	3.95%	0.00%	0.00%
2013	0.00%	0.00%	0.00%	8.20%	7.63%	8.33%	0.00%	8.21%	6.08%	5.97%
2014	0.00%	0.00%	0.00%	0.00%	-9.70%	-19.87%	0.00%	0.00%	0.00%	0.00%
2015	1.99%	8.97%	5.75%	5.75%	5.79%	5.60%	5.74%	5.75%	5.75%	5.75%
2016	5.31%	5.51%	5.50%	5.50%	5.47%	13.64%	5.95%	5.75%	6.97%	5.50%
2017	2.81%	0.00%	4.50%	4.50%	11.11%	26.67%	4.51%	4.49%	4.50%	4.47%
2018	2.26%	14.89%	4.50%	4.50%	0.00%	5.26%	4.50%	4.45%	4.49%	4.53%
2019	1.00%	4.50%	4.50%	4.50%	0.00%	0.00%	4.50%	4.49%	4.75%	15.32%
2020	2.06%	4.80%	4.50%	4.50%	0.00%	0.00%	4.49%	4.52%	4.66%	4.51%
2021	3.72%	3.08%	4.25%	4.25%	6.67%	4.76%	4.25%	4.21%	4.25%	4.08%
2022	3.11%	1.49%	4.00%	4.00%	3.13%	3.81%	4.00%	4.00%	4.00%	3.90%
	<u>Average \$ Increase</u>	<u>Average \$ Increase</u>	<u>Weighted Average \$ Increase</u>	<u>Weighted Average \$ Increase</u>	<u>Average \$ Increase</u>	<u>Average \$ Increase</u>	<u>Average \$ Increase</u>	<u>Average \$ Increase</u>	<u>Average \$ Increase</u>	<u>Average \$ Increase</u>
2012	\$0	\$0	\$143	\$32	\$10	\$6	\$112	\$25	\$0	\$0
2013	\$0	\$0	-\$571	\$69	\$19	\$12	\$0	\$54	\$287	\$16
2014	\$0	\$0	\$5	-\$140	-\$26	-\$31	\$0	\$0	\$0	\$0
2015	\$9,525	\$4,073	\$425	\$82	\$14	\$7	\$168	\$41	\$288	\$16
2016	\$25,974	\$2,725	\$277	\$69	\$14	\$18	\$184	\$43	\$369	\$17
2017	\$14,479	\$0	\$292	\$53	\$30	\$40	\$148	\$36	\$255	\$14
2018	\$11,960	\$7,775	\$225	\$52	\$0	\$10	\$154	\$37	\$266	\$15
2019	\$5,426	\$2,000	\$234	\$324	\$0	\$0	\$161	\$39	\$294	\$53
2020	\$11,254	\$3,000	\$669	\$120	\$0	\$0	\$168	\$41	\$302	\$18
2021	\$20,790	\$2,000	\$221	\$60	\$20	\$10	\$166	\$40	\$288	\$17
2022	\$18,028	\$1,000	\$207	\$60	\$10	\$8	\$163	\$40	\$283	\$17

(1) Platinum Package Fee is in addition to the Gold Package Fee shown for 1st and 2nd Person.
(2) Life Care residents pay the same monthly rate in Assisted Living and Skilled Nursing levels of care, as in independent. They also pay a monthly meal charge to cover the cost of extra meals eaten in the health care setting, as compared to the meals consumed in the independent setting. See the attached "SearStone Extra Cost List 2022".
(3) Pricing sheet - residents moved November 2013. Fill up in progress in FY2013 & FY2014.

Taxes

All fees and other charges payable to Provider by a Member are net of all applicable sales, excise, and similar taxes imposed by governmental authorities with respect to the goods and services for which such fees and other charges are payable, and Provider will collect from each Member any such applicable sales, excise, and similar taxes to the extent required by applicable law and regulations.

Due Date; Late Payment Charge

Membership Fees are billed in advance to Members at the beginning of each month, and are due by the 15th day of the month. Other charges, including charges for additional-cost items, are billed at the end of each month and are payable by the 15th day of the following month.

Each Member is expected to make payment of the Membership Fee and other charges when due. Each Member is encouraged to make arrangements with Provider if the Member will be unable to make payments when due. Although a Member will have no right to delay payment without Provider's prior written consent, if any amount due is not paid when due, the Member must pay on demand interest on delinquent Membership Fees and other charges, computed at the rate of 18% per annum from the date when due until the date when paid, and such fees and late fees may be charged against the refundable portion of the Member's Entrance Fee.

VI. FINANCIAL INFORMATION

A. Summary of Financing

The initial development of the Community was financed in part through the issuance by the Public Finance Authority of \$117,450,000 of non-rated, tax-exempt, fixed rate, term bonds (the “**2012 Bonds**”), and the loan to Provider by the Public Finance Authority of the proceeds from the sale of the 2012 Bonds. The 2012 Bonds were comprised of \$56,135,000 of non-rated, tax-exempt, fixed rate, term bonds (the “**Series 2012A Bonds**”), \$60,375,000 of Series 2012B Bonds (the “**Series 2012 B Bonds**”), and \$940,000 of Series 2012C Bonds (the “**Series 2012C Bonds**”). The proceeds from the Series 2012 Bonds were used by Provider for purposes including (1) to finance the cost of the development and construction of Phase I of the Community and (2) to fund certain reserves. The Series 2012 Bonds have been paid in full and retired.

In December 2016 the Public Finance Authority issued \$8,000,000 of non-rated, tax-exempt, fixed rate, term bonds (the “**Series 2016 Bonds**”), and the Public Finance Authority loaned to Provider the proceeds from the sale of the Series 2016 Bonds. The proceeds from the Series 2016 Bonds were used by Provider (1) to finance a portion of the acquisition cost of the Phase II land, (2) to finance the \$2,500,000 cost of the Brittany Place Expansion, (3) to fund certain reserves, and (4) for other Community projects. The Series 2016 Bonds have been paid in full and retired.

In December 2017, the Public Finance Authority issued \$77,745,000 of non-rated, tax-exempt, fixed rate, term bonds (the “**Series 2017 Bonds**”), and the Public Finance Authority loaned to Provider the proceeds from the sale of the Series 2017 Bonds. The Series 2017 Bonds were comprised of \$71,730,000 of Series 2017A refunding bonds (“**2017A Bonds**”) and \$6,015,000 of Series 2017B bonds (“**2017B Bonds**”). The proceeds from the Series 2017 Bonds were and will be used by Provider to (1) to advance refund and defease the Series 2012A Bonds, (2) to finance improvements and expansion of the facilities of the Community, (3) to fund a Debt Service Reserve Fund, and (4) to pay costs of issuance of the 2017 Bonds.

In June 2020, the Public Finance Authority issued \$4,600,000 of non-rated, tax-exempt, fixed rate, term bonds (the “**Series 2020A Bonds**”), and \$2,000,000 of non-rated, taxable, fixed rate, term bonds (the “**Series 2020B Bonds**” and collectively with the Series 2020A Bonds, the “**Series 2020 Bonds**”), and loaned to Provider the proceeds from the sale of the Series 2020 Bonds. The proceeds from the Series 2020 Bonds were and will be used by Provider to (1) to finance improvements and expansion of the facilities of the Community, (2) to fund certain reserves, and (3) to pay costs of issuance of the 2020 Bonds. The Series 2020 Bonds have been paid in full and retired.

In November 2021, the Public Finance Authority issued \$106,180,000 of non-rated, tax-exempt fixed rate Revenue Bonds Series 2021A (the “**Series 2021A Bonds**”), \$37,120,000 of non-rated, tax-exempt fixed rate Entrance Fee Principal Redemption Bonds Series 2021 B-1 (the “**Series 2021B-1 Bonds**”), \$31,460,000 of non-rated, tax-exempt fixed rate Entrance Fee Principal Redemption Bonds Series 2021 B-2 (the “**Series 2021B-2 Bonds**”), and \$5,295,000 non-rated, taxable fixed rate Entrance Fee Principal Redemption Bonds Series 2021C (the “**Series 2021C Bonds**” and collectively with the Series 2021A Bonds, the Series 2021B-1 Bonds, the Series 2021B-2 Bonds, the “**Series 2021 Bonds**”), and loaned to Provider the proceeds from the sale of

the Series 2021 Bonds. The proceeds from the Series 2021 Bonds were and will be used by Provider to (1) to finance improvements and expansion of the facilities of the Community, (2) to refund the Series 2020 Bonds, (3) to fund certain reserves, and (4) to pay costs of issuance of the 2021 Bonds. The Series 2021B-1 Bonds and the Series 2021B-2 Bonds will be paid down during fill-up of the New Independent Living Units developed as a part of the Phase II expansion project from Entrance Fees received with respect to such New Independent Living Units.

In March 2022, the Public Finance Authority issued \$9,000,000 of non-rated, tax-exempt fixed rate Refunding Revenue Bonds Series 2022A (the “**Series 2022A Bonds**”), and loaned to Provider the proceeds from the sale of the Series 2022A Bonds. The proceeds from the Series 2022A Bonds were and will be used by Provider to (1) to advance refund and defease the Series 2016 Bonds, and (2) to pay costs of issuance of the 2022A Bonds.

In March 2023, the Public Finance Authority will issue \$75,550,000 of non-rated, tax-exempt fixed rate Refunding Revenue Bonds Series 2023A (the “**Series 2023A Bonds**”), and will loan to Provider the proceeds from the sale of the Series 2023A Bonds. Binding Forward Purchase Agreements have already been entered into providing for the sale and purchase of the Series 2023A Bonds. The proceeds from the Series 2023A Bonds will be used by Provider to (1) to advance refund and defease the Series 2017 Bonds, and (2) to pay costs of issuance of the 2023A Bonds.

Existing bonds are often advance refunded and defeased, when by their contractual terms the existing bonds may not be called; i.e., prepaid, prior to a certain specified date. When existing bonds are advance refunded and defeased: (1) the proceeds from a new bond issue are used to purchase a portfolio of U.S. Treasury or similar approved securities; (2) that securities portfolio is placed in escrow with an escrow agent; (3) any property serving as security for the existing bonds is released, and the securities portfolio is substituted as security for the existing bonds; (4) the earnings from the securities portfolio are used to fund the annual debt service obligation on the existing bonds; and (5) the securities portfolio is used to retire the existing bonds when the existing bonds mature or may be called; i.e., prepaid. This is often done when due to favorable interest rates a reduced annual debt service obligation may be achieved through defeasance of the existing bonds. Bonds issued for the benefit of Provider that have been advance refunded and defeased are not considered as outstanding from Provider’s point of view.

The Series 2017 Bonds, the Series 2021 Bonds, and the Series 2022A Bonds are, and the Series 2023A Bonds when issued will be, collateralized by substantially all of the assets of Provider, including the Community. Under the terms of a Second Amended and Restated Master Trust Indenture entered into by Provider in favor of the trustee for the Series 2017 Bonds, the Series 2021 Bonds, and the Series 2022A Bonds, and the Series 2023A Bonds when issued, Provider is required to comply with certain operating and financial covenants.

As of December 31, 2022, and after giving effect to the issuance of the Series 2023A Bonds, required principal payments of long-term debt for the next five years and thereafter are and will be as follows:

Fiscal Year	2016/2017 Bonds	2021 Bonds	2022 Bonds	2023 Bonds	Total
2022	\$ 9,165,000	\$ -	\$ -	\$ -	\$ 9,165,000
2023	73,845,000	-	25,000	-	73,870,000
2024	-	28,265,000	25,000	1,315,000	29,605,000
2025	-	45,610,000	25,000	1,375,000	47,010,000
2026	-	145,000	30,000	1,450,000	1,625,000
Thereafter	-	106,035,000	8,895,000	71,410,000	186,340,000
Total	\$ 83,010,000	\$ 180,055,000	\$ 9,000,000	\$ 75,550,000	\$ 347,615,000

In addition to the Series 2017 Bonds, the Series 2021 Bonds, and the Series 2022A Bonds, and when issued the Series 2023A Bonds, Provider has issued subordinated debt, consisting of pre-finance capital provided by MatchCap - Sears Farm, LLC (\$6,800,000) and by Sears Farm, LLC (\$2,390,000), which accrues simple interest at the rate of 6% per annum. The principal of the subordinated debt is subordinated to the repayment in full of the Series 2017 Bonds, the Series 2021 Bonds, and the Series 2022A Bonds, and when issued the Series 2023A Bonds, and is payable only if the Community achieves certain occupancy milestones and Provider meets certain financial performance conditions.

Also subordinated to the Series 2017 Bonds, the Series 2021 Bonds, and the Series 2022A Bonds, and when issued the Series 2023A Bonds are certain fees payable by Provider to: Sears Farm, LLC; Searstone - RLA; Sears Hackney Keener Williams, Inc. (an architectural firm that provided services in connection with Phase I); the Development Consultant; and RLA, and in the total amount of \$3,304,000.

B. Audited Financial Statements

Provider operates on a calendar year basis. Financial statements for Provider, which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations and changes in net deficit and cash flows for the years then ended, and the related notes to the financial statements, as audited by the independent accounting firm of Dixon Hughes Goodman LLP, are attached as [Exhibit 2](#).

C. Comparison of Material Differences between Forecasted Financial Statements and Actual Financial Statements

A comparison of the forecasted financial statements for Provider, and the actual financial statements for Provider, which comprise the balance sheet as of December 31, 2021, and the related statements of operations and changes in net deficit and cash flows for the year then ended, is attached as [Exhibit 3](#). Variances greater than \$200,000 are considered material. An explanation of each of the material differences is contained in the narrative on [Exhibit 3](#).

D. Interim Financial Statements

Unaudited interim financial statements for Provider, consisting of the balance sheet as of March 31, 2022, and the related statement of profit and loss (with comparison to budget) and cash flow statement for the period from January 1, 2022 through March 31, 2022 are attached as Exhibit 4.

E. Financial Projections

Unaudited financial projections for Provider for each of the seven years ending December 31, 2028, which comprise a projected statement of operations and changes in net assets, a projected statement of cash flows, and projected balance sheets, as compiled by the independent accounting firm of Dixon Hughes Goodman LLP, are attached as Exhibit 5. The financial projections are based in part on an actuarial study as of December 31, 2021 (the “**Actuarial Study**”), performed by Continuing Care Actuaries LLC (the “**Actuaries**”). A summary of the Actuarial Study is attached as Exhibit 6.

F. Operating Reserve

Pursuant to North Carolina General Statutes Section 58-64-33, after the opening of a continuing care retirement facility a provider must maintain on deposit with the North Carolina Department of Insurance an operating reserve equal to 50% of the total operating costs of the facility forecasted for the 12 month period following the period covered by the most recent disclosure statement filed by Provider with the North Carolina Department of Insurance. The forecast statements as required by North Carolina General Statutes Section 58-64-20(a)(12) serve as the basis for computing the operating reserve. For this purpose, in addition to total operating expenses, total operating costs will include debt service, consisting of principal and interest payments along with taxes and insurance on any mortgage loan or other long-term financing, but will exclude depreciation, amortized expenses, and extraordinary items as approved by the North Carolina Commissioner of Insurance (the “**Commissioner**”). If the debt service portion is accounted for by way of another reserve account, the debt service portion may be excluded. If a facility maintains an occupancy level in excess of 90%, Provider is only required to maintain on deposit with the North Carolina Department of Insurance a 25% operating reserve upon approval of the Commissioner, unless otherwise instructed by the Commissioner. The operating reserve must be funded by cash, by invested cash, or by investment grade securities, including bonds, stocks, U.S. Treasury obligations, or obligations of U.S. government agencies. Provider’s operating reserve is held at Branch Banking and Trust Company, and all funds are invested in a money market account with interest income reinvested. The monies are shown in the balance sheet which is a part of the unaudited interim financial statements attached as Exhibit 4, under “Escrows and Reserves / 11237 - Cash - Board Restricted”.

The following table reflects the calculation of the operating reserve required of Provider for each of the five years ending December 31, 2026:

Samaritan Housing Foundation, Inc. d/b/a SearStone

Operating Reserve Fund

Statutory Operating Reserve

Operating Reserve Fund	2022	2023	2024	2025	2026
IL Occupancy Projection	94.0%	95.2%	70.0%	85.8%	90.0%
For the Subsequent Fiscal Year Ending December 31					
Income statement expenses	\$ 21,495	\$ 23,647	\$ 35,468	\$ 35,581	\$ 36,712
Plus: Capitalized interest	6,416	5,178	-	-	-
Total Expenses	\$ 27,911	\$ 28,825	\$ 35,468	\$ 35,581	\$ 36,712
Plus: Bond principal redemptions, schedule required	9,165	73,870	29,605	47,010	1,480
Less: Depreciation	(3,256)	(3,916)	(7,153)	(7,217)	(7,285)
Less: Amortization	(528)	(431)	(414)	(376)	(376)
Less: Extraordinary items approved by Commissioner	(1,270)	(684)	-	-	-
Less: Debt service portion, if provided for by way of a separate reserve account	(20,187)	(84,298)	(39,734)	(55,730)	(9,690)
Total Operating Costs	\$ 11,835	\$ 13,366	\$ 17,772	\$ 19,268	\$ 20,841
Occupancy Factor	25%	25%	50%	50%	25%
Operating Reserve Requirement	\$ 2,959	\$ 3,342	\$ 8,886	\$ 9,634	\$ 5,210
Inc(Dec) in Operating Reserve Fund Balance	\$ 325	\$ 383	\$ 5,544	\$ 748	\$ (4,424)

Exhibit 1

Membership & Residency Agreement

[see attached]

SEARSTONE

Life Care (Type A) Membership & Residency Agreement

**Searstone
17001 Searstone Drive
Cary, North Carolina 27513
(919) 234-0400**

Table of Contents

	Page
I. MEMBER'S RIGHT OF RESCISSION	1
II. OBLIGATIONS OF PROVIDER.....	1
III. DESCRIPTION OF SERVICES.....	2
IV. MEMBER PARTICIPATION	5
V. FEES AND ENTRANCE FEE REFUNDS	6
VI. TERMS OF MEMBERSHIP	11
VII. REPRESENTATIONS OF MEMBER.....	14
VIII. COVENANTS OF PROVIDER	14
IX. COVENANTS OF MEMBER.....	15
X. TRANSFER OF MEMBER TO ANOTHER ESTABLISHMENT	16
XI. TERMINATION OR AMENDMENT BY MEMBER	18
XII. TERMINATION BY PROVIDER	20
XIII. DISPUTES.....	21
XIV. MISCELLANEOUS	21
XV. SIGNATURES.....	23

Searstone

Membership & Residency Agreement

Recitals:

Samaritan Housing Foundation, Inc., a Georgia not for profit corporation operating in the State of North Carolina as Searstone Retirement Community ("**Provider**"), is the owner of a continuing care retirement community known as Searstone ("**Searstone**" or the "**Community**"), located at 17001 Searstone Drive in Cary, North Carolina. Through the development and ongoing management of Searstone, Provider plans to provide quality services as described here to residents ("**Members**") at costs commensurate with the services and amenities contemplated by this Agreement. It is the goal of Provider that Members continue to have an enjoyable lifestyle knowing that certain additional attention and personal service is available if ever needed.

The individual person or persons who sign this Membership & Residency Agreement ("**Agreement**") are referred to throughout this document as "**Member**" and this Agreement shall apply to both them and to the survivor. Member has decided to move to Searstone to enjoy the amenities and services contemplated by this Agreement. Searstone will include various styles of residences, common areas, skilled nursing accommodations and adult care home accommodations.

Agreement:

In consideration of the mutual commitments made herein, the sufficiency of which is hereby acknowledged, this Agreement is made and entered into between Provider and Member, as an agreement to abide by the following terms and conditions:

I. MEMBER'S RIGHT OF RESCISSION

_____ (Member) has the right to rescind, cancel and terminate this Agreement, provided written notice of such a decision is given to Provider within thirty (30) days from the later of the date this Agreement is signed or Member's receipt of a Disclosure Statement (the "**Rescission Period**"). If Member decides to rescind the Agreement, Member must send written notice to Searstone Retirement Community, c/o Executive Director, 17001 Searstone Drive, Cary, North Carolina 27513. There is no requirement that Member move in during the Rescission Period.

II. OBLIGATIONS OF PROVIDER

Subject to Member's performance of his or her duties and obligations under this Agreement, Provider shall provide the services described in this Agreement. Provider shall also make

[address] _____, which is
[description of residence] _____,
available to Member for Member use for life or until permanent transfer to any other residence at Searstone including the Brittany Place Health Center (“**Brittany Place**” or the “**Health Center**”), or until termination of this Agreement in accordance with Articles XI or XII.

III. DESCRIPTION OF SERVICES

- 3.1 Provider shall provide to Member services, as long as Member resides at Searstone, as follows:
- (a) Member will have the opportunity to select from one of two Service Package Options; namely, a Platinum Option and a Gold Option. Changing from the Platinum Option to the Gold Option, or vice versa, impacts both dining credits and housekeeping services. Member will be given the opportunity to change Member’s Service Package Option on a monthly basis (30 days notice).
 - (b) Provider will provide venues at Searstone for breakfast, lunch and dinner each day. The various dining venues at Searstone will be adaptable to many diet restrictions.
 - (c) Under the Platinum Option, a dining dollar credit amount of \$470 per month per person will be included as part of the Membership Fee. Under the Gold Option, a dining dollar credit amount of \$235 per month per person will be included as part of the Membership Fee. Members may also use their own monthly dining dollar credits for their guests and for private functions. Members who incur monthly dining charges, for themselves or guests, in excess of the monthly credit amount will either pay for such excess at the time such dining charges are incurred, or will be billed for such excess dining charges monthly. The Membership Fee will not be reduced for dining dollar credits not used unless Member is away from Searstone for more than thirty (30) consecutive days, with prior notification. If such prior notification is given, Member will be credited with a prorated dining dollar credit commencing with the thirty-first (31st) day of absence.
 - (d) Housekeeping services under the Platinum Option will be performed every week. Housekeeping under the Gold Option will be provided once per month. More frequent housekeeping services will be available at an extra charge.
 - (e) Utilities included in the Membership Fee are heating, air conditioning, water, sewer, electricity, basic cable television services, wireless internet access in common areas, and wiring for telephone. Member must contract with the telephone company, internet service provider and the cable company to pay for any service beyond basic cable and for all telephone and internet connection services within Member’s residence.

- (f) Driver services for local medical appointments, with proper scheduling by Member, as determined by Provider.
- (g) Interior and exterior maintenance of all residences, including all provided appliances, fixtures, systems, lawns, gutters and windows. Appliances provided will include a range, microwave, refrigerator with icemaker, dishwasher, garbage disposal, washer and dryer. Member is responsible for the cost of repairing damage to any Searstone property or equipment caused by Member's misuse or neglect.
- (h) A call system and response to calls for emergencies will be available twenty-four (24) hours per day.
- (i) Recreational, social and cultural events will be scheduled and planned for those Members interested in participating. Provider will employ a Resident Life Director to plan and coordinate recreational, social, educational and special events.
- (j) Common areas for Members and their guests will include a Clubhouse, a restaurant, private dining for personal parties and special events, a bar and grill, lounge areas, a health and fitness club, an aquatic center, and administrative areas.
- (k) Building and grounds maintenance and housekeeping of common areas.
- (l) Additional storage for residents of Lorraine Plaza, Calais Terrace, Lakeside Flats, and Winston Clubhouse residences for Member's personal belongings.
- (m) Smoke detectors and sprinklers in all areas both common and multi-story residential. There are not sprinklers in Estate Homes. A generator will be available to power the Clubhouse and Brittany Place in case of emergency or power outage.
- (n) For Members who reside in Lakeside Flats or Estate Homes, covered parking is provided per residence. For Members who reside in Calais Terrace and own and drive a vehicle, one under-building parking space is available at no extra cost and, subject to availability, a second under-building parking space may be available for an additional charge. For Members who reside in Lorraine Plaza and own and drive a vehicle, parking is provided adjacent to the Lorraine Plaza building at no extra cost and, subject to availability, one Calais under-building parking space may be available for an additional charge. For Members who reside in Winston Clubhouse and own and drive a vehicle, parking is provided adjacent to the Winston Clubhouse building at no extra cost and, subject to availability, one Calais under-building parking space may be available for an additional charge. Valet parking is provided for Members who reside in Winston Clubhouse. These parking arrangements may require changes to accommodate construction within the Community. Only residents who own and drive a vehicle will be considered

for an assigned parking space, whether it be at no extra cost or for an additional charge. Parking spaces cannot be reserved for family, friends, caregivers, or other visitors.

3.2 Provider will provide to Member services in addition to the services described in Section 3.1, for an additional charge. The amount of the additional charge will be established by Provider from time-to-time. Some examples of additional services may include, but are not limited to:

- (a) Additional dining.
- (b) Additional housekeeping.
- (c) Additional maintenance.
- (d) Personal transportation beyond that scheduled by Provider.
- (e) Linen services.
- (f) Non-emergency response calls to residences.
- (g) Other concierge services.

3.3 In addition to the residential services described above, certain health services will be offered by Provider to Member on the following basis:

- (a) Member, at Member's expense, will have the right to be treated by any physician of his or her choice while residing in Lorraine Plaza, Calais Terrace, Lakeside Flats, Winston Clubhouse, or Estate Homes (the "**Independent Living Unit(s)**"). Upon residency at Searstone Member shall designate a physician as Member's attending physician and shall keep Provider informed of any changes.
- (b) Provider will designate as medical director for Searstone a consulting physician licensed to practice medicine in the State of North Carolina.
- (c) Assisted living services, in accordance with Article VI.
- (d) Skilled nursing services, in accordance with Article VI.
- (e) Member shall be responsible for, over and above the Membership Fee, the cost of Member's physician services, hospital services, temporary short-term home care services approved by Provider, prescription drugs, durable medical equipment, and prescribed therapies. Rehabilitation services will be provided by outside providers and will be billed by the outside provider to Medicare and Member, as appropriate.

- 3.4 Rules and regulations with respect to the use of common areas and amenities within Searstone have been established by Provider and are available in the Searstone Resident Manual. Provider may from time-to-time change the Rules and Regulations, which will require changes to the Searstone Resident Manual, and in such case these changes will be provided to Members.

IV. MEMBER PARTICIPATION

- 4.1 Searstone Residents Association is a member organization at Searstone. Member shall have the right to participate in this Member organization (or organizations) at Searstone. Any Member group organized pursuant to this section (“**Members Association**”) shall have the following rights, subject to reasonable limitations deemed appropriate by Provider to maintain the integrity of the Searstone community:
- (a) The right to engage in group activities;
 - (b) The right to use Searstone amenities to conduct private meetings;
 - (c) The right to obtain current copies of the Disclosure Statement, Annual Report, Audit Reports and final results of any regulatory findings pertaining to the Searstone community as a whole or any of its component amenities;
 - (d) The right to be represented by an individual of their choice in communications with Searstone management;
 - (e) The right to engage in concerted activities for their own purposes; and
 - (f) The right to obtain outside advice, consultation, and services of their own choosing and at their own expense on any matter, including, but not limited to, medical, legal and financial matters.
- 4.2 Member shall, subject to reasonable limitations as referenced above, have the right to independence, dignity, individuality, privacy, choice, a home environment, and self-determination, including, but not limited to:
- (a) Recognition of Member’s rights, responsibilities, needs, and preferences;
 - (b) Freedom to select or refuse services and accept responsibility for the consequences;
 - (c) Freedom to develop and maintain social ties with opportunities for meaningful interaction and involvement in Searstone;
 - (d) Acknowledgement of Member’s personal space and right to furnish and decorate that personal space as private;

- (e) Freedom to set his/her own schedule, have visitors, and leave Searstone;
 - (f) Freedom from abuse, neglect, and the use of chemical or physical restraints;
 - (g) Access to means for resolving Member complaints; and
 - (h) Assurance that methods of preventing and responding to incidents involving injury, loss of property, abuse, neglect, and exploitation will be identified and implemented.
- 4.3 In addition, Member shall be allowed communication with and access to persons and services inside and outside the Searstone community. Except to the extent otherwise provided herein, all Member communications will be with representatives of such management company as may from time-to-time be engaged by Provider to manage Searstone.
- 4.4 Searstone representatives will be available for meetings at least twice per year with Member or Member's representative(s). The meetings will be for the purpose of providing a forum for free and open discussion of any point either wishes to discuss. The Members Association may request that a manager, director, or other official of Provider be present at such a meeting. Member will be given at least two (2) weeks notice of each such meeting.
- 4.5 If Member has a grievance or a dispute, Member has the right to present the grievance or dispute directly to Searstone management. If the grievance or dispute is not resolved in thirty (30) days, Member may appeal to Provider's Board of Directors. Provider's Board of Directors shall consider Member's appeal within thirty (30) days. Member shall have no further appeal within Provider's organization from the decision of Provider's Board of Directors. This process does not preclude a Member from availing himself or herself of any other legal, statutory, and/or regulatory remedies available.
- 4.6 If Member moves to Brittany Place, Member may be entitled under State of North Carolina and/or federal law and regulations to one or more additional or different rights establishing Member's rights and remedies as well as the procedures for bringing forward Member grievances and complaints provided by the North Carolina Long Term Care Ombudsman Program, the terms of which are available to Member upon request and which shall be provided to Member by Provider upon Member's transfer or move to Brittany Place.

V. FEES AND ENTRANCE FEE REFUNDS

- 5.1 For the right to use the residence at Searstone, and to receive the services described in this Agreement, Member shall pay to Provider the following fees, which are due and payable as described below.

5.2 Entrance Fee:

- (a) *Amount.* The Entrance Fee shall be the Total Combined Fee in the table below, which equals the total of the Residential Fee(s) and the Life Care Fee(s) for the residence selected, as follows:

	Refundable Residential Fee	Amortizable Life Care Fee	Total Combined Fee
First Person	\$	\$	\$
Second Person	\$	\$	\$
Total	\$	\$	\$

- (b) *Entrance Fee Deposit.* The Entrance Fee Deposit shall equal ten percent (10%) of the Total Combined Fee (minus any previous deposit or \$_____) and is due upon signing of this Agreement. This Entrance Fee Deposit shall be paid by Member's check made payable to Provider, and receipt of such ten percent (10%) Entrance Fee Deposit is hereby acknowledged by Provider. The Entrance Fee Deposit is subject to refund if Member exercises Member's right of rescission.
- (c) *Balance of Total Combined Fee.* The ninety percent (90%) balance of the Total Combined Fee (\$_____) is to be paid to Provider prior to residency, but in no event later than sixty (60) days following the date upon which Member receives notice from Provider that Member's residence is available. Provider will accept cash via a wire transfer or check as payment. Provider will not accept securities, goods, services, or any other form of payment.

5.3 Refunds:

- (a) *Rescission.* If Member rescinds this Agreement within the Rescission Period in accordance with Article I, Provider shall return to Member or Member's estate Member's Entrance Fee Deposit, including interest earned thereon, less any nonstandard costs incurred by Provider at the request of Member as set forth in Appendix A, such amount to be returned within thirty (30) days of receipt of Member's written rescission request.
- (b) *Cancellation.* If after the Rescission Period but before occupying a living unit at Searstone, Member dies or due to illness, injury, or other incapacity Member would be precluded from occupying a living unit at Searstone under the terms of this Agreement, this Agreement is automatically cancelled, and upon Provider's receipt of written notice of cancellation Provider shall return to Member or Member's estate Member's Entrance Fee Deposit, including interest earned thereon less any nonstandard costs incurred by Provider at the request of Member as set forth in Appendix A, such amount to be returned within sixty (60) days of receipt of Member's written notice of cancellation.

- (c) *Termination (balance not paid)*. If, after the expiration of the Rescission Period but before paying the balance of the Entrance Fee, Member terminates this Agreement for any reason other than a cancellation pursuant to Section 5.3(b), Provider shall return to Member or Member's estate Member's Entrance Fee Deposit, including interest earned thereon less any nonstandard costs incurred by Provider at the request of Member as set forth in Appendix A, on or before the first to occur of (i) that date which is thirty (30) days following Provider's receipt of the then applicable Entrance Fee Deposit for a residence of the same type as Member's residence, or (ii) that date which is two (2) years from the date in which Member's written termination request is received.
- (d) *Termination (balance paid)*. If this Agreement is terminated by Member who dies after paying the balance of the Entrance Fee, or by Member who pays the balance of the Entrance Fee and who has not died but terminates for any reason other than a cancellation pursuant to Section 5.3(b), Provider shall return to Member or Member's estate the amount determined below, on or before that date which is thirty (30) days following Provider's receipt of the then applicable Entrance Fee for a residence of the same type as Member's residence that is not already allocated to a prior resident awaiting a refund (for this purpose, the residence type of a Member residing in Brittany Place at the time of termination shall be considered to be the Independent Living Unit residence type with respect to which that Member paid the Entrance Fee to be refunded). The amount to be so returned shall equal the sum of: (i) one hundred percent (100%) of the Residential Fee portion of the Entrance Fee; **plus** (ii) the unamortized percentage of the Life Care Fee portion of the Entrance Fee, with the Life Care Fee portion of the Entrance Fee to amortize at the rate of two percent (2%) per month for fifty (50) months commencing with the month in which the balance of the Entrance Fee is paid; **less** (iii) amounts due for unpaid Membership Fees applicable only to the period a living unit was actually occupied by Member and the accrued interest on those unpaid Membership Fees; **less** (iv) advances made by Provider pursuant to Section 5.4(h); **less** (v) costs specifically incurred by Provider at the request of Member as set forth in Appendix A; **less** (vi) the cost of refurbishing Member's residence for re-occupancy as defined in Section 5.3(f); and **less** (vii) any other amounts due Provider from Member.
- (e) *Multiple Persons*. If two persons sign this Agreement and only one of such persons elects to terminate this Agreement, the refund amounts will be calculated using only the Second Person Life Care Fee. If at a later time the other of such persons elects to terminate this Agreement, the refund amounts will be calculated using the First Person Total Combined Fee.
- (f) *Cost of Refurbishing*. The cost of refurbishing Member's residence for re-occupancy shall include (i) replacing or repairing damaged appliances, fixtures, walls, ceilings, floor coverings, cabinets, counter tops, windows, doors, lights and locks, exclusive of wear and tear; (ii) removing wall coverings installed at the

request of Member; (iii) repainting rooms previously painted with nonstandard paint at the request of Member; and (iv) replacing nonstandard floor coverings installed at the request of Member. The cost of refurbishment shall not include the cost of repainting walls painted with standard paint, the cost of shampooing standard carpet, or other cleaning, repair, or replacement needed due to normal use.

5.4 Monthly Membership Fee:

(a) *Amount.* The monthly Membership Fee (the “**Membership Fee**”) for Member’s Searstone residence shall be the sum of the First Person Membership Fee and, if applicable, the Second Person Membership Fee. The “**First Person Membership Fee**” in effect through December 31, 20__ is \$_____. The “**Second Person Membership Fee**” in effect through December 31, 20__ is \$_____, which shall be applicable only if two persons reside in the same Searstone residence. Member shall pay the Membership Fee beginning on the earlier of the date Member assumes residency at Searstone or sixty (60) days after the residence is available for residency, and continuing until this Agreement is terminated. Provider will accept cash via wire transfer or a check as payment. Provider will not accept securities, goods, services, or any other form of payment. The Membership Fee shall be billed in advance to Member at the beginning of each month and is due by the fifteenth (15th) day of the month.

(b) *Increases in the Membership Fee.* The Membership Fee charged to all Members shall be subject to periodic increases. Provider shall provide Member with thirty (30) days notice of any change in the Membership Fees. Such notice shall set forth the effective date of the new Membership Fee and the amount or percent of the change. On January 1 of each year Provider intends to increase the Membership Fee, if Provider deems such increase is necessary to meet the financial needs of operating Searstone or to provide services to Members. Provider reserves the right to increase the Membership Fees more often than once each year if Provider deems such increase is necessary to meet its obligations.

Provider notes that a table in Part V of Provider’s Disclosure Statement provides detail concerning increases in the Membership Fee for the years since 2011. Provider notes that the Financial Projections attached to Provider’s Disclosure Statement as Exhibit 5 assume the Membership Fee will increase 3.75% on January 1, 2023 and annually thereafter. Actual future Membership Fee increases could be greater or lesser than these amounts.

(c) *Brittany Place.* A change of residence of one or both Members to Brittany Place shall not change their Membership Fee.

(d) *Death.* If one Member of a jointly occupied residence dies or terminates this Agreement in accordance with Article XI, or if Provider terminates this Agreement in accordance with Article XII, the remaining Member shall continue

to pay the First Person Membership Fee. Payment of the Second Person Membership Fee shall terminate upon the date of death or termination of this Agreement by one Member of a jointly occupied residence, or relocation of a Member from a jointly occupied residence to another residence.

- (e) *Other Charges.* Member may voluntarily select optional services, such as guest dining, extra dining, or other optional services. The charges for such optional services (“**Other Charges**”) shall be published by Provider and shall be the same for all Members. The Other Charges shall be billed to Member by Provider at the end of each month and are payable to Provider by Member by the fifteenth (15th) day of the following month. Such right to select optional services may be restricted by Provider if Member is in default of payment of the Membership Fees or Other Charges, unless Provider has approved the incurrence of Other Charges in advance.
- (f) *Taxes.* All fees and other charges payable to Provider by a Member are net of all applicable sales, excise, and similar taxes imposed by governmental authorities with respect to the goods and services for which such fees and other charges are payable, and Provider will collect from the Member any such applicable sales, excise, and similar taxes to the extent required by applicable law and regulations.
- (g) *Late Payment Charge.* Member is expected to make payment of the Membership Fee and Other Charges when due. Member is encouraged to make arrangements with Provider if Member will be unable to make payments when due. Although Member shall have no right to delay payment without Provider’s prior written consent, if any amount due is not paid when due, Member shall pay on demand interest on delinquent Membership Fees and Other Charges, computed at the rate of eighteen percent (18%) per annum from the date when due until the date when paid, and such fees and late fees may be charged against the refundable portion of Member’s Entrance Fee.
- (h) *Entrance Fee Charge-Off.* If Member is unable to pay the Membership Fee and Other Charges when due, and Member desires financial assistance from Provider, Member must establish facts to justify the need for financial assistance, as determined by Provider in its reasonable judgment. In such cases, Provider may in its discretion and subject to funds availability, advance funds to help Member pay Member’s Membership Fee. Such advances, plus simple interest at the prime rate then noted in the “Money Rates” column of *The Wall Street Journal* (the “**Prime Rate**”) from the date when such advances are made to the date when such advances are repaid or otherwise satisfied, shall be charged against the refundable portion of Member’s Entrance Fee, as determined in accordance with Section 5.3. In the case where such advances exceed the refundable portion of Member’s Entrance Fee, as determined in accordance with Section 5.3, Provider may in its discretion and subject to funds availability waive some or all of Member’s Membership Fee; *provided, however*, that Member has not intentionally depleted

assets needed to pay Member's Membership Fee. If Member is receiving financial assistance pursuant to this section, copies of Member's most recently filed federal income tax return must be provided to Provider within thirty (30) days of receiving assistance, and as may thereafter be requested by Provider.

- (i) *Absences.* The Membership Fee shall not be reduced when Member is absent from Searstone for an extended period, except as set forth in Article III relating to the cost of dining not taken.

VI. TERMS OF MEMBERSHIP

- 6.1 Provider's obligation to provide services under this Agreement begins when Member's residence is available for residency, Member pays the balance of the Entrance Fee, and begins payment of the Membership Fee.
- 6.2 Member's right to reside at Searstone shall exist and continue during Member's lifetime unless rescinded in accordance with Article I or terminated as provided for in Article XI or Article XII. It is expressly understood and agreed by the parties signing this Agreement that this Agreement grants Member a right to reside in and use space at Searstone, subject to the terms of this Agreement. It is also understood that this Agreement is not a lease or easement and does not transfer or grant to Member any interest in real property, including the residence owned by Provider. Rights of Member under this Agreement are not assignable and no rights or benefits described here shall inure to the use or benefit of the heirs, legatees, assignees, representatives, or creditors of Member, unless expressly provided in this Agreement, and Member shall have no right to assign the residence for the use by another.
- 6.3 No person other than Member may reside in the residence except for occasional visits or with the express written approval of Provider. In the event Member's spouse does not qualify or does not wish to qualify for entry into the Searstone community as a "Member": (a) such non-Member spouse will be allowed to occupy Member's residence without payment of an Entrance Fee for a second person; (b) the Second Person Membership Fee shall be payable with respect to such non-Member spouse; (c) such non-Member spouse will not be entitled to the approved home care services, assisted living services, and skilled nursing services described in Section 3.3(c); and (d) such non-Member spouse will be required to vacate Member's residence upon Member's termination of the Residency Agreement, death, or permanent move to Brittany Place or for care outside the Searstone community.
- 6.4 In the event that a person who is not a party to this Agreement ("**New Person**") is accepted for Membership at a time subsequent to the date of this Agreement (said acceptance to be in accordance with residency policies governing all other move-ins), New Person shall sign this Residency Agreement and pay the then applicable Second Person Life Care Fee. Such New Person will then become a Member for purposes of this Agreement, and the then current Second Person Membership Fee will become payable.

- 6.5 Member's residence shall be used only for residential purposes and shall not be used for business or professional purposes, or in any manner in violation of zoning requirements or applicable law.
- 6.6 Provider will provide a locking device on each entry to residences located outside Brittany Place. Member agrees that emergency personnel of Searstone shall have access to Member's residence at all times, and that home care, housekeeping and maintenance personnel shall have access at scheduled times. Member shall not place any additional locking devices on entry doors to Member's residence.
- 6.7 Notwithstanding any other provisions in this Agreement, Provider may make alterations in Member's residence to meet the requirements of any applicable statute, law, or regulation of the federal, state or municipal government.
- 6.8 Member shall not make any alterations to Member's residence without the prior written approval of Provider. Provider will review and approve all appropriate requests.
- 6.9 Furnishings within Member's residence will be provided by Member. Furnishings provided by Member shall not be such as to interfere with the health, safety, and general welfare of other Members.
- 6.10 In the event removal of Member's property from Searstone is not completed within thirty (30) days after termination of Member's residency by reason of death or otherwise, Provider may remove and store such furniture, possessions, and property at the expense of Member or Member's estate.
- 6.11 Member shall relocate to Brittany Place from Member's Independent Living Unit when Provider's interdisciplinary team decides a relocation is necessary. A relocation would be necessary as a result of Member's physical or mental health decline, Member posing a risk to the safety or welfare of other Members or themselves, or other appropriate condition. The same rule would apply when the relocation is within Brittany Place. If a Member moves to Brittany Place and the interdisciplinary team determines Member is capable of living independently once again, Member shall assume residency in an appropriate Independent Living Unit.
- 6.12 The interdisciplinary team will consist of the Searstone medical director and selected Searstone staff professionals. In making such decisions, the Searstone medical director shall consult with Member, if competent, Member's representative, and Member's personal physician. All decisions to relocate or change a Member's accommodation shall be based on a current assessment of Member's condition and reasons why Member's health needs cannot be met at Member's present location. In the event of disagreement, the decision shall be referred to Provider as provided in Article XIII.
- 6.13 If Member is relocated to Brittany Place pursuant to Section 6.11, Provider shall have the right to assign Member's former residence for residency by others. If Member's condition subsequently changes, and pursuant to Section 6.11 Member can resume

residency in accommodations equivalent to those he or she previously occupied, Member shall relocate to such equivalent accommodations as soon as they are available. If Member's residence is jointly occupied and one Member moves to Brittany Place and the other Member continues to reside in the residence, the residence would not be considered to have been vacated for purposes of this section.

6.14 If Member requires assisted living services as determined in accordance with this Article VI:

- (a) Member will be provided assistance with activities of daily living as typically provided by an assisted living establishment in the State of North Carolina. Such assisted living services will be provided by Provider at Brittany Place, but if the assisted living and skilled nursing units in Brittany Place are full Provider will provide home health services in Member's Independent Living Unit at Provider's expense. In the event Provider provides to Member home health services under such circumstances, Member will relocate to Brittany Place once an assisted living or skilled nursing unit is available in Brittany Place, and if Member declines a unit at Brittany Place under such circumstances Member will be responsible for all home health service fees.
- (b) In such case, Provider will provide access to prescription drugs, physical therapy, speech therapy, and occupational therapy, at an additional cost to Member (possibly reimbursable to Member by Medicare or the other insurance referenced in Section 9.1(g)). Also, in such case, Member will be responsible for the cost of private duty nurses if determined to be medically necessary or when requested by Member or Member's representative.

6.15 If Member requires skilled nursing services as determined in accordance with this Article VI:

- (a) Member will be provided those services typically provided by a skilled nursing establishment in the State of North Carolina. In such case, Provider will provide access to prescription drugs, physical therapy, speech therapy, and occupational therapy, at an additional cost to Member (possibly reimbursable to Member by Medicare or the other insurance referenced in Section 9.1(g)). Also, in such case, Member will be responsible for the cost of private duty nurses if determined to be medically necessary or when requested by Member or Member's representative.
- (b) Such skilled nursing services will be provided by Provider at Brittany Place, but if the skilled nursing units in Brittany Place are full Member will be provided temporary skilled nursing services at an appropriate area skilled nursing facility, as determined by Provider. Any such offsite skilled nursing services will be at Provider's expense except for those items which would be at Member's expense if Member were in Brittany Place, such as the cost of additional meals. The decision to move Member temporarily offsite under such circumstances is in the sole discretion of Provider.

- (c) In the event Member is moved temporarily offsite under such circumstances, Member will relocate to Brittany Place once a skilled nursing unit is available in Brittany Place, and if Member declines a unit at Brittany Place under such circumstances Member will be responsible for all offsite location fees.
- 6.16 Provider shall not be liable for, and Member shall be liable for and pay for, all loss, liability, claims, damages, or expenses, including attorneys' fees and court costs, injury, or death to persons and any damages to property caused by a negligent or intentional act of Member.
- 6.17 Member acknowledges that Provider's property, plant, and equipment will be encumbered by a deed of trust, the proceeds of which will be used to pay for development, construction, or operation of Searstone or its refinancing. Member's rights under this Agreement are subordinate to all such deeds of trust. Member shall not have personal liability for any such deed of trust indebtedness. Member acknowledges that Member does not have any ownership interest or membership interest in Provider.
- 6.18 Pursuant to an Affiliation Agreement between Provider and Lutheran Services for the Aging, Inc., a North Carolina nonprofit corporation ("**Lutheran Services**"), Lutheran Services assists Provider in implementation and management of its Community Benefits program. However, Lutheran Services has no responsibility for the financing, development and management of Searstone.
- 6.19 Member shall abide by all rules and regulations relating to Searstone and Member's use and occupancy as adopted by Provider from time-to-time.

VII. REPRESENTATIONS OF MEMBER

- 7.1 Member represents to Provider that:
 - (a) All facts stated on Member's Application for Membership are true and complete in all material respects as of the date made.
 - (b) Between the date of Member's Application for Membership and the date Member commences residency in Searstone, Member has not made any gift, transferred any asset listed on Member's Application for Membership, or otherwise intentionally depleted his or her assets if making such gift or transfer will impair Member's ability to meet Member's financial obligations under this Agreement.

VIII. COVENANTS OF PROVIDER

- 8.1 Provider covenants and agrees with Member that:
 - (a) Provider shall operate Searstone in accordance and compliance with all applicable State of North Carolina and federal laws and regulations relating to continuing

care retirement communities, and the operation of Brittany Place shall be consistent with the regulations for licensing of adult home care and skilled nursing establishments in the State of North Carolina.

- (b) It is the intent and policy of Provider to operate as a not-for-profit corporation, and Provider will not terminate the residency of Member solely by reason of the financial inability of Member to pay the total Membership Fee. The foregoing intent and policy will be implemented through the application of the provisions of Section 5.4(h).
- (c) Provider shall make available annually to Member the annual Disclosure Statement provided by Provider to the North Carolina Department of Insurance.

IX. COVENANTS OF MEMBER

9.1 Member covenants and agrees with Provider that Member will:

- (a) At all times act in a manner that is considered proper and courteous to fellow Members, to Searstone employees and contractors, and to Provider's directors, officers, and employees.
- (b) Comply with all reasonable operating procedures applicable to Searstone, and with all rules and regulations adopted by Provider from time-to-time, as published in the Searstone Resident Manual.
- (c) Pay when due the Entrance Fee, the Membership Fee, and the Other Charges as provided in this Agreement.
- (d) Within sixty (60) days following commencement of residency at Searstone, make provision by will or otherwise upon termination of this Agreement for the disposition of all furniture, possessions, and property of Member located on the premises of Searstone.
- (e) Not willfully mismanage assets necessary to meet Member's financial obligations under this Agreement.
- (f) Notify Provider of any change in Member's health or financial condition between the time this Agreement is signed and initial occupancy of Member's residence.
- (g) Purchase and maintain at Member's cost Medicare Part A, Medicare Part B (or equivalent), and one supplemental health insurance policy and to furnish Searstone evidence of coverage. Member shall be responsible for paying costs of hospital care, Medicare covered nursing services, prescription drugs, prescribed therapies, physician fees, and the like that are not covered by insurance. If Member does not maintain this insurance, Provider may acquire it on behalf of

Member and charge Member for the cost thereof, with Member being obligated to reimburse Provider for the cost of such insurance. If Member does not maintain this insurance and Provider cannot purchase Medicare coverage and Medicare supplemental coverage or the equivalent for Member, Provider shall have the authority to require an adjustment in the Membership Fee to fund the additional risk. Member shall upon request provide Provider with written evidence that Member has paid Medicare and Medicare Supplemental Insurance premiums when due. Member will not be required to apply for Medicaid, public assistance, or other public benefit programs not noted in this Agreement.

- (h) Maintain automobile liability insurance in the amount of \$300,000/\$500,000 and uninsured motorist insurance in the amount of \$500,000 as long as Member owns or operates a motor vehicle. This coverage is necessary to ensure that a Member's assets are not depleted as a result of an uninsured claim arising from operation of a motor vehicle. Member shall upon request provide Provider with proof of such insurance.
- (i) Maintain insurance covering damage or loss to Member's personal belongings and personal liability insurance in the amount of at least \$300,000/\$500,000. Provider shall not be responsible for and will not assume custody of any property of Member. Member shall upon request provide Provider with proof of such insurance.
- (j) Prior to moving into Searstone, sign and deliver a copy to Provider a Power of Attorney for health care and financial matters, which Power of Attorney shall designate a person and an alternate person to act as Member's representative under this Agreement.
- (k) Abide by all of the terms of residency set forth in Article VI and all other terms of this Agreement.

X. TRANSFER OF MEMBER TO ANOTHER ESTABLISHMENT

- 10.1 It is possible that Member may need specialized service which is beyond the capability of Provider. Such service would be needed if:
- (a) Member has been infected with a dangerous and/or contagious disease, service for which is not typically provided in a North Carolina nursing establishment or which Provider is not licensed to provide, or
 - (b) Member has become mentally or emotionally disturbed to the degree that Member poses a danger to himself or herself or the health and welfare of other Members or staff, or

- (c) The physical or mental condition of Member materially changes so that he or she requires services not regularly provided by Provider.

10.2 In any of the circumstances described in Section 10.1, Searstone's medical director shall consult with Searstone's interdisciplinary team, Member, Member's representative identified in this Agreement, and Member's personal physician. If Provider or Searstone's medical director determines that special service is needed, Searstone management will review Member's needs with Member, if he or she is competent, or Member's representative, if he or she is not competent, and arrange Member's relocation to another establishment.

- (a) All such relocations shall be subject to and in accordance with applicable statutes, rules, and regulations. In the case of such relocation of Member, if Provider or Searstone's medical director determines that the relocation is temporary (usually thirty (30) days or less but extendable at Provider's sole discretion), Provider shall hold Member's residence available for reoccupancy by Member. If, in the opinion of Searstone's interdisciplinary team, the relocation is permanent, Member's residence shall be available for occupancy by a person other than Member.
- (b) If the medical condition of Member permanently relocated under this Section 10.2 improves to the point where Member, in the opinion of Provider or Searstone's medical director, is able to resume residing at Searstone, Member shall relocate back to the living accommodation last resided in by Member. If the living accommodation last resided in by Member is occupied by a new Member, Member shall be entitled to reside in the next available living accommodation of the type previously occupied by Member. In the event no such similar living accommodation is available, Provider will make comparable living arrangements available until such a similar living accommodation becomes available. Provided Member continues to pay the Membership Fee due under this Agreement, Provider shall pay the cost of such comparable living arrangements.
- (c) If Member's residence is jointly occupied and one Member relocates to another establishment and the other Member continues to live in the residence, the residence would not be considered to have been vacated for purposes of this Section. If Provider or Searstone's medical director subsequently determines, in consultation with Member or Member's attending physician, that Member of a jointly occupied residence can return to that residence, Member shall do so.

10.3 In the event Member, if he or she is competent, or, if he or she is not competent, Member's representative, disagrees with the Searstone medical director's opinion under Section 10.2, such disagreement shall be submitted to Provider as provided in Article XIII. If Member is so relocated before such disagreement is resolved and, if after review in accordance with Article XIII, such relocation is found to have been unnecessary, (a) Provider shall be responsible for any additional costs incurred by Member as a result of such relocation, and (b) Member shall move back to Brittany Place, if appropriate, or to Member's previous residence unless it has been occupied by a

new Member, in which case Member shall be entitled to reside in the next available residence of the type previously resided in by Member. In the event no such similar residence is available, Provider will make comparable living arrangements available until a similar residence becomes available.

- 10.4 When a Member permanently moves to another establishment under Section 10.2, Member's obligation to pay the Membership Fee shall cease and Provider shall refund to Member the Entrance Fee to the extent provided in Section 5.3. If, after Member has ceased paying the Membership Fee or has received a refund of his or her Entrance Fee and is able to resume occupancy, Member shall, prior to moving back to Searstone, pay Provider the amount of any Entrance Fee to the extent it was refunded pursuant to Section 5.3, and upon moving back to Searstone Member shall pay Provider the amount of the Membership Fee Member would have paid if the relocation had not taken place.

XI. TERMINATION OR AMENDMENT BY MEMBER

- 11.1 The date of residency, membership, or occupancy as used herein is considered as having occurred on the Member is obligated to pay to Provider the amount of the Entrance Fee and the first monthly Membership Fee due as specified in this Agreement. Prior to residency, in the event (a) of the death of Member, or (b) due to illness, injury, or other incapacity Member would be precluded from occupying a living unit at Searstone under the terms of this Agreement, this Agreement shall be automatically canceled, and upon Provider's receipt of written notice of cancellation Provider shall refund Member's Entrance Fee Deposit in accordance with Section 5.3(b). In the event a second person is a party to this Agreement, Member shall, in the event of the death of the second person as provided in clause (a) above or inability of the second person as provided in clause (b) above, irrevocably elect for this Agreement to remain in force or to cancel this Agreement, such election to be made in writing within thirty (30) days of the date of such event and in the event Member fails to timely make such a written election Member shall be considered to have elected for this Agreement to remain in force.
- 11.2 After the expiration of the Rescission Period but prior to payment of the balance of the Entrance Fee, Member may terminate this Agreement for any reason by providing to Provider written notice of termination. Such termination shall be effective upon Provider's receipt of such written notice of termination. In the event of such a termination, Provider shall refund to Member the amount of the Entrance Fee Deposit in accordance with Section 5.3(c).
- 11.3 In the event Member fails to move into Member's residence within sixty (60) days of the date the residence is ready for residency, this Agreement shall automatically be extended unless Member terminates this Agreement pursuant to this Article XI or Provider terminates this Agreement pursuant to Article XII.
- 11.4 If Member dies after Member has assumed residency, Member's Agreement shall terminate and an Entrance Fee refund shall be made in accordance with Section 5.3(d).

- 11.5 After Member has assumed residency, Member may terminate this Agreement for any reason for any reason by providing to Provider written notice of termination. Such termination shall be effective on the later of (a) the date specified in the written notice of termination, or (b) that day which is sixty (60) days after the date such written notice is delivered to Provider. In the event of a termination pursuant to this section, Member shall continue to be obligated to pay the Membership Fee with respect to periods prior to the effective date of the termination and the Other Charges, and an Entrance Fee refund shall be made in accordance with Section 5.3(d).
- 11.6 If, after becoming Members, joint Members of a single residence decide to live separately, the joint Members could request several alternative living arrangements. Those alternatives and the conditions associated with each follow:
- (a) *Both Members request continued residence at Searstone, with one continuing to reside in the current residence and one moving to another residence.* In such case, (i) Member residing in the new residence shall sign a new Residency Agreement, (ii) Member residing in the new residence will pay the then applicable Entrance Fee for the residence selected, and (iii) both Members will pay the then applicable First Person Membership Fee for the residence in which they reside.
 - (b) *One Member decides to leave Searstone.* In such case, (i) the remaining Member will pay the then applicable First Person Membership Fee, (ii) the terminating Member shall provide to Provider written notice of the termination, and (iii) Member may be entitled to a refund of part of the Entrance Fee in accordance with Section 5.3.
 - (c) *Both Members decide to leave Searstone.* In such case, (i) the terminating Members shall provide to Provider sixty (60) days written notice of the termination, shall pay the Membership Fee with respect to periods until the effective date of the termination, and shall pay the Other Charges, (ii) the termination shall be effective sixty (60) days after Provider receives such written notice of termination, and (iii) Members may be entitled to a refund in accordance with Section 5.3.
- 11.7 In the event a Member asks to move to a different residence and Provider approves such move, such move shall amend the Residency Agreement as to the old residence. In such event, (a) Member or Members shall sign an amended Residency Agreement and pay the then applicable Residential Fee for the new residence, (b) Provider shall refund to Member or to Member's estate one hundred percent (100%) of the Residential Fee for the residence vacated, such refund to be determined and paid in accordance with Section 5.3(d), and (c) Member or Members shall be obligated to pay the Membership Fee.
- 11.8 In the event Member terminates this Agreement and moves out of Searstone and then, before Provider refunds Member's Entrance Fee, Member decides to move back in to

Searstone, Member may do so by paying all unpaid amounts, if any, due Provider at the time Member terminated this Agreement, plus the Membership Fee for all months beginning with the month following the effective termination date and ending on the date Member moves back in, plus simple interest at the prime rate then noted in the "Money Rates" column of *The Wall Street Journal* from the date when such unpaid amounts and Membership Fees were otherwise due until the date when such unpaid amounts and Membership Fees are paid or otherwise satisfied.

- 11.9 In the event Member terminates this Agreement and receives a refund of the Entrance Fee and then wishes to move back to Searstone, former Member must reapply for residency under the same procedures as any new person seeking to become a Member.

XII. TERMINATION BY PROVIDER

- 12.1 Provider may, upon notice and opportunity to cure as provided below, revoke Member's right to reside at Searstone and terminate this Agreement upon the occurrence of any of the following events ("**Default**"):
- (a) Failure of Member to pay the unpaid balance of the Entrance Fee when due.
 - (b) Member has intentionally mismanaged assets needed to pay the balance of the Entrance Fee or the Membership Fee.
 - (c) Failure of Member to comply with any material covenant or agreement of Member contained in this Agreement (including timely payment of the Membership Fee or the Other Charges, and any covenant in Section 9.1, all of which are material) or a material breach of any representation made by Member in this Agreement or in Member's Application for Membership.
 - (d) For "**just cause**" presented to Member or Member's representative in writing by the Searstone medical director and administrator that Member is a danger to himself or others while remaining in the Searstone community.
- 12.2 In the event of a Default by Member, Provider shall give Member notice in writing of such Default and Member shall have sixty (60) days thereafter within which to correct such Default, with the exception of termination for just cause, which may provide for termination in less than sixty (60) days. If Member corrects such Default within such time, this Agreement shall not be terminated. If Member fails to correct such Default within such time, this Agreement shall terminate at the expiration of such sixty (60) days or shorter period for just cause and an Entrance Fee refund will be made in accordance with Section 5.3. If Member's Agreement is terminated, Member ceases residency at Searstone, and Member subsequently cures the reason for termination, former Member may be accepted for residency at Searstone upon compliance with the provisions set forth in Section 11.8.

XIII. DISPUTES

- 13.1 It is possible that disputes will arise regarding any of the matters listed below.
- (a) Member, if Member is competent, or if Member is not competent, Member's representative or Member's attending physician disagrees with the opinion or determination of the interdisciplinary team as to the relocation of Member:
 - (i) From Member's residence to Brittany Place or back;
 - (ii) Within Brittany Place;
 - (iii) From Searstone or Brittany Place to another establishment or back.
 - (b) Member disputes the determination that a Default has occurred, which warrants termination under Section 12.2.
- 13.2 In such case, the matter shall be referred to the executive director of Searstone for resolution.
- 13.3 In reviewing the circumstances relating to any such dispute, the executive director will review any written policies or procedures established by Provider, and consult with (a) the Searstone medical director, if appropriate; (b) Member, if he or she is competent, or if he or she is not competent, with Member's representative; (c) Member's family, if desired by Member; (d) Member's attending physician, if appropriate; (e) the Members Association, if appropriate; (f) such other independent physicians, nurses and other professionals as the executive director may deem under the circumstances appropriate or required by applicable law or regulation; and (g) legal counsel.
- 13.4 Member (or Member's representative) and Provider shall each have the right in any dispute to include Members Association as an advisor to Member (or Member's representative) and Provider.
- 13.5 After considering all relevant factors, the executive director shall decide the dispute and inform Member or Member's representative(s), in writing, of the decision and of Member's right to appeal to the Board of Directors of Provider.
- 13.6 The Board of Directors of Provider shall consider all such appeals within thirty (30) days of receipt. The decision of the Board of Directors of Provider shall be final.

XIV. MISCELLANEOUS

- 14.1 Under current provisions of the United States Internal Revenue Code, Members may be allowed certain tax benefits. The amortized Life Care Fee and a portion of the Membership Fee may qualify as a medical expense deduction. Early each year, Provider

will provide Members with the amount of each fee that has been determined to be attributable to the provision of medical services.

- 14.2 No act, agreement, or statement of Member or of an individual purchasing care for Member under any agreement to furnish care to Member shall constitute a valid waiver of any provision of North Carolina General Statutes Section 58-64, or of any regulation intended for the benefit or protection of Member or the individual purchasing care for Member.
- 14.3 If any condition, restriction, or other provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such condition, restriction, or other provision to persons or circumstances other than to those as to which it is held invalid or unenforceable shall not be affected thereby and each condition, restriction, or other provision shall be valid and be enforced to the fullest extent permitted by law.
- 14.4 Provider shall construe all the provisions of this Agreement and shall determine all disputed matters in a manner consistent with the ideals set forth in the Recitals. Neither the Board of Directors of Provider nor Searstone management shall be liable for actions taken and decisions made in good faith and without malice. Nothing in this Agreement shall limit a Member's right to judicial review.
- 14.5 This Agreement shall be interpreted according to the laws of the State of North Carolina.
- 14.6 This Agreement: (a) supersedes all other understandings and agreements, oral or written, between the parties with respect to its subject matter; and (b) constitutes the sole agreement between the parties with respect to its subject matter. Each party acknowledges that: (i) no representations, inducements, promises, or agreements, oral or written, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement; and (ii) no agreement, statement, or promise not contained in this Agreement shall be valid. No change or modification of this Agreement shall be valid or binding upon the parties unless such change or modification is in writing and is signed by the parties.
- 14.7 This Agreement has been signed on behalf of Provider by its duly authorized agent. No trustee, director, officer, employee, or agent of Provider shall have any personal liability hereunder to Member for the performance or failure to perform by Provider under any circumstance.

XV. SIGNATURES

In witness of this Agreement, the parties noted below have signed this Agreement on this _____ day of _____, _____. By their signatures, the Members acknowledge receipt of a Disclosure Statement dated _____, _____.

Member

Member

Member's Representative

Member's Representative

Witness

Witness

Samaritan Housing Foundation, Inc.

By: _____
Print name:
Title:

Exhibit 2

Audited Financial Statements

[see attached]



**Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community**



Financial Statements

Years Ended December 31, 2021 and 2020



Table of Contents

Independent Auditors' Report.....	1
Financial Statements:	
Balance Sheets.....	3
Statements of Operations and Changes in Net Deficit.....	4
Statements of Cash Flows	5
Notes to Financial Statements.....	7



Independent Auditors' Report

Board of Directors
Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community

Opinion

We have audited the financial statements of Samaritan Housing Foundation, Inc., d/b/a Searstone Retirement Community (the "Corporation"), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations and changes in net deficit and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern for one year from the date of issuance of the financial statements.

Auditors' Responsibilities for the Audit of the Financial Statements

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



material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Dixon Hughes Goodman LLP

Raleigh, NC
May 19, 2022

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Balance Sheets
December 31, 2021 and 2020

	2021	2020
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 1,578,323	\$ 2,511,044
Assets limited as to use, current portion	11,035,892	6,730,766
Accounts receivable	34,950	11,075
Sales tax receivable	48,399	36,814
Prepaid expenses	284,994	299,787
Short-term investments	3,418,308	2,681,841
Total current assets	<u>16,400,866</u>	<u>12,271,327</u>
Non-current assets:		
Assets limited as to use, less current portion	169,886,807	14,217,037
Property and equipment, net	117,452,380	108,391,631
Other receivables	-	69,816
Note receivable	-	500,000
Deferred marketing costs, net	134,340	146,359
Total non-current assets	<u>287,473,527</u>	<u>123,324,843</u>
Total assets	<u>\$ 303,874,393</u>	<u>\$ 135,596,170</u>
LIABILITIES AND NET DEFICIT		
Current liabilities:		
Bonds payable, current portion	\$ 1,155,000	\$ 1,105,000
Paycheck protection program note payable, current portion	-	373,569
Accounts payable	2,096,630	344,830
Accrued interest payable	1,250,051	389,371
Resident refunds payable	610,022	1,042,459
Resident deposits	9,785,841	6,341,395
Other liabilities	136,559	155,907
Total current liabilities	<u>15,034,103</u>	<u>9,752,531</u>
Long-term liabilities:		
Bonds payable, less current portion, net	252,769,700	85,882,543
Paycheck protection program note payable, less current portion	-	384,331
Subordinated obligations	17,904,347	19,328,947
Refundable entrance fees	89,158,444	87,574,576
Deferred revenue from advance fees	8,840,607	8,564,531
Total long-term liabilities	<u>368,673,098</u>	<u>201,734,928</u>
Total liabilities	<u>383,707,201</u>	<u>211,487,459</u>
Net assets (deficit):		
Without donor restrictions	(80,165,845)	(76,047,903)
With donor restrictions	333,037	156,614
Total net deficit	<u>(79,832,808)</u>	<u>(75,891,289)</u>
Total liabilities and net deficit	<u>\$ 303,874,393</u>	<u>\$ 135,596,170</u>

The accompanying notes are an integral part of these financial statements.

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Statements of Operations and Changes in Net Deficit
Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Revenues, gains and other support:		
Net residential service fees, including amortization of advance fees of approximately \$1,417,000 and \$1,242,000 in 2021 and 2020, respectively	\$ 13,049,950	\$ 12,237,445
Interest income	150,289	200,248
Other	1,181,893	1,018,380
Total revenues, gains, and other support	<u>14,382,132</u>	<u>13,456,073</u>
Expenses:		
General operating and administrative	3,793,948	3,715,947
Depreciation and amortization	3,422,837	3,082,686
Dining services	1,815,544	1,766,481
Marketing	1,105,361	934,352
Healthcare services	1,832,989	1,627,008
Transportation and security services	553,929	545,236
Building and grounds maintenance	1,000,953	800,567
Housekeeping	321,384	315,984
Resident Life	293,205	272,102
Other	72,290	30,361
Interest	4,959,913	4,934,008
Total expenses	<u>19,172,353</u>	<u>18,024,732</u>
Loss from operations	(4,790,221)	(4,568,659)
Non-operating gains (losses):		
Net unrealized and realized gains on short-term investments	345,882	340,360
Paycheck protection program note payable forgiveness	757,900	-
Loss on early extinguishment of bonds	(431,503)	-
Net non-operating gains	<u>672,279</u>	<u>340,360</u>
Increase in net deficit without donor restrictions	(4,117,942)	(4,228,299)
Change in net assets with donor restrictions:		
Contributions	<u>176,423</u>	<u>53,518</u>
Increase in net deficit	(3,941,519)	(4,174,781)
Net deficit, beginning of year	<u>(75,891,289)</u>	<u>(71,716,508)</u>
Net deficit, end of year	<u>\$ (79,832,808)</u>	<u>\$ (75,891,289)</u>

The accompanying notes are an integral part of these financial statements.

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Statements of Cash Flows
Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Increase in net deficit	\$ (3,941,519)	\$ (4,174,781)
Adjustments to reconcile increase in net deficit to net cash provided (used) by operating activities:		
Net unrealized gains on short-term investments	(283,749)	(265,719)
Net realized gains on short-term investments	(62,133)	(74,641)
Proceeds from non-refundable advance fees	1,861,956	1,464,713
Depreciation	3,391,943	3,054,972
Amortization of debt issuance costs and bond discount	164,265	135,282
Loss on early extinguishment of debt	628,564	-
Amortization of marketing costs	30,894	27,714
Amortization of advance fees	(1,417,115)	(1,241,931)
Forgiveness of Paycheck protection program note payable	(757,900)	-
Interest and fee accrued - subordinate obligations	575,400	575,400
Contribution of investments	(35,738)	-
Net change in:		
Accounts receivable	(23,875)	20,023
Entrance fees receivable	69,816	(66,955)
Sales tax receivable	(11,585)	1,117
Prepaid expenses	14,793	(143,351)
Deferred marketing costs	(18,875)	(21,250)
Accounts payable	2,659,086	(83,091)
Accrued interest payable	860,680	(3,973)
Other liabilities	(19,348)	(70,825)
Net cash provided (used) by operating activities	<u>3,685,560</u>	<u>(867,296)</u>
Cash flows from investing activities:		
Purchase of property and equipment	(13,359,978)	(3,444,797)
Net change in assets limited as to use and short-term investments	(4,448,068)	(140,800)
Receipt of note receivable	500,000	-
Net cash used by investing activities	<u>(17,308,046)</u>	<u>(3,585,597)</u>
Cash flows from financing activities:		
Proceeds from bond issuance, net	177,902,067	6,307,547
Payment of deferred financing costs	(4,042,739)	(393,252)
Payment on subordinated obligations	(2,000,000)	-
Payment on bonds payable	(7,715,000)	(1,070,000)
Refunds of entrance fees	(8,396,727)	(5,268,995)
Refundable entrance fees received	10,806,300	13,931,421
Resident deposits received	2,017,539	-
Proceeds from paycheck protection program note payable	-	757,900
Net cash provided by financing activities	<u>168,571,440</u>	<u>14,264,621</u>
Net change in cash	<u>154,948,954</u>	<u>9,811,728</u>
Cash and restricted cash, beginning of year	<u>21,050,430</u>	<u>11,238,702</u>
Cash and restricted cash, end of year	<u>\$ 175,999,384</u>	<u>\$ 21,050,430</u>

The accompanying notes are an integral part of these financial statements.

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Statements of Cash Flows
Years Ended December 31, 2021 and 2020

(Continued)

	<u>2021</u>	<u>2020</u>
Supplemental cash flow information:		
Cash paid during the year for interest	<u>\$ 5,053,478</u>	<u>\$ 4,877,074</u>
Additions of property and equipment included in accounts payable	<u>\$ 907,286</u>	<u>\$ -</u>
Non cash investing and financing activities:		
Refunds of entrance fees included in resident refunds payable	<u>\$ 610,022</u>	<u>\$ 658,553</u>

The accompanying notes are an integral part of these financial statements.

Notes to Financial Statements

1. Summary of Significant Accounting Policies

Community

Samaritan Housing Foundation, Inc. (the "Corporation") d/b/a Searstone Retirement Community, is a not-for-profit corporation that acquired real property to develop, market and operate as a continuing care retirement community in Cary, North Carolina (the "Community"). The Community consists of 131 apartments, 38 estate homes, 14 assisted living beds, and 25 skilled nursing beds. The Community also features common areas as well as a clubhouse, a spa/wellness center with an indoor pool, a library/business center, an arts and crafts studio, living areas, a club room and other spaces as appropriate. The first units in the Community were available for occupancy in November 2013.

Basis of Accounting and Presentation

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

Cash and Cash Equivalents

The Corporation's operating cash is placed with high credit quality institutions. The funds on deposit are in excess of federally insured amounts. Restricted cash is included with cash and cash equivalents in the statements of cash flows.

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

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 1,578,323	\$ 2,511,044
Investments	132,362	106,333
Assets whose use is limited		
Held by trustee	165,182,608	12,575,066
Resident deposits	9,091,934	5,846,395
Other	<u>14,157</u>	<u>11,592</u>
Total cash, cash equivalents and restricted cash shown in statements of cash flows	<u>\$ 175,999,384</u>	<u>\$ 21,050,430</u>

Assets Limited as to Use

Assets limited as to use include amounts held by a trustee which are limited as to use in accordance with certain bond documents to which the Corporation is a party, deposits of entrance fees paid by residents, and assets designated by the Board.

Reserves required by state statute represent an amount set aside to meet the requirements of North Carolina General Statute Chapter 58, Article 64. Under this legislation, the Corporation is required to maintain an operating reserve at least equal to 25% (50% if occupancy is less than 90%) of the year's total forecasted operating costs as

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

defined by the statute. The Corporation's Board of Directors has designated approximately \$2,634,000 and \$2,515,000 at December 31, 2021 and 2020, respectively, as reserves required by state statute.

Debt Issuance Costs

Debt issuance costs include the costs incurred in relation to the issuance of debt. The debt issuance costs are being amortized over the life of the debt using the straight-line method.

Deferred Marketing Costs

The Corporation defers the costs incurred in acquiring initial continuing-care contracts that are expected to be recovered from future revenues. These costs include salaries and commissions paid to sales office personnel located at the Community. The costs are amortized on a straight-line basis over the expected lives of the residents under the contract. Amortization expense related to deferred marketing costs were \$30,894 and \$27,714 for the years ended December 31, 2021 and 2020, respectively.

Property and Equipment

The Corporation capitalizes all expenditures in excess of \$1,500 for assets having a useful life greater than one year at cost. Contributed property and equipment is recorded at fair value at the date of the donation. If the donor stipulates how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. Interest costs incurred on borrowed funds during the period of construction of capital assets are capitalized as a component of the cost of acquiring those assets. Routine repairs and maintenance are expensed as incurred.

Depreciation is computed using the straight-line method over the estimated useful lives of the respective assets as shown below:

Buildings	5 to 40 years
Furniture and fixtures	2 to 25 years
Vehicles	5 to 7 years

Net Assets

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

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

Net Assets With Donor Restrictions - Net assets subject to donor-imposed stipulations that may or will be met either by action of the Corporation and/or the passage of time.

Statement of Operations and Changes in Net Deficit

For the purposes of presentation, transactions deemed by management to be ongoing, major, or central to providing long-term care to residents are reported as operating revenues and expenses. Peripheral or incidental transactions are reported as non-operating gains and losses. Changes in net deficit without donor restrictions which are excluded from the loss from operations, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Resident Deposits

Each prospective Community resident is required to pay an entrance fee deposit. Entrance fee deposits are maintained in an escrow account at a financial institution. These funds will be applied to each prospective resident's total entrance fee due upon occupancy. Each prospective Community resident's entrance fee deposit is subject to refund at any time prior to occupying their unit.

Future Community residents who request upgrades and personalized features in their units are required to pay a deposit on these items. These funds will be applied to each future resident's total unit cost. Resident deposits are recorded as assets limited as to use, until the resident occupies the unit.

Liquidity Support Deposits

Liquidity support deposits were made (see Note 10) to ensure additional liquidity during the construction period of the Community. These funds were to be used to complete initial construction of the Community, if needed; in which case they would be replenished from entrance fees after a working capital fund held by the trustee was funded when the Community opened. These funds have been used for additional working capital for operations. Interest was earned on the liquidity support deposits and was due, with the original principal, after certain conditions were met. There is no further requirement to make liquidity support deposits. All prior liquidity support deposits have been distributed, together with all interest earned thereon.

Deposits on Unoccupied Units

Deposits for living units to be occupied in the future are deferred when received. A portion of the deposit is refundable if the resident terminates the continuing care contract.

Deferred Revenue from Advance Fees

Deferred revenue from advance fees represent payments made by a resident in exchange for the use and privileges of the Community for life or until termination of the residency agreement. These advance fees may be partially refundable upon termination of the agreement and decline each month of occupancy straight-line over 50 months and are paid after termination of the residency agreement, provided the resident's unit is reoccupied.

Advance fees are recorded as deferred revenue and recognized as revenue earned on a straight-line basis over the estimated remaining life of each resident, actuarially adjusted annually. Any unrecognized deferred revenue at the date of death or termination of the contract is recorded as income in the period the death or termination of the contract occurs.

Continuing Care Contracts

The Corporation enters into continuing care contracts with various residents. A continuing care contract is an agreement between a resident and the Corporation specifying the services and facilities to be provided over the resident's remaining life. Under the contracts, the Corporation has the ability to increase fees as deemed necessary.

Future Service Obligation

At the end of the year, the Corporation calculates the present value of the estimated net cost of future services to be provided, including the cost of the facilities to current residents, and compares the amount with the deferred revenue from advance fees at that date. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from advance fees, a future service obligation is recorded. No liability has been recorded as of December 31, 2021 and 2020, because the present value of the estimated net costs of future

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

services and use of facilities was less than deferred revenues from advance fees. The present value of the net cost of future services and use of facilities was discounted at 5.5% in 2021 and 2020.

Net Deficit

The Corporation has a significant net deficit as of December 31, 2021. Management continues on its plan to address the net asset deficiency. These plans include controlling operating expenses while maintaining quality and maintaining occupancy. These factors, along with the 2021 financing which refunded the 2020A and 2020B bonds and will fund the phase II expansion, which will almost double the number of units in both independent living and the healthcare center, are projected to improve the Corporation's net asset position. Through careful management and the additional units, the Corporation's goal is to be in a net asset position.

Net Resident Service Revenue

Net resident service revenue represents the estimated net realizable amounts from residents, third-party payers, and others for services rendered, and includes estimated retroactive revenue adjustments due to future audits, reviews and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews, and investigations. The Corporation does not accept the assignment of benefits from third party payers and is private pay.

Use of Estimates

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

Concentrations of Credit Risk

The Community is located in Cary, North Carolina and substantially all of its residents are local residents. Throughout the year the Corporation has bank balances which exceeded federal depository limit.

Income Taxes

The Corporation is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code; accordingly, the accompanying financial statements do not reflect a provision or liability for federal and state income taxes. The Corporation has determined that it does not have any material unrecognized tax benefits or obligations as of 2021 or 2020.

Investments

Investments in mutual funds, exchange-traded funds, money markets, common stocks, corporate bonds, and US Treasury/Agency securities are measured at fair value based on quoted market prices. Net investment gains (losses) are reported in the statement of operations and consists of interest and investment income, realized and unrealized gains and losses, less external investment expenses. See Note 11 for further discussion of fair value measurements.

Financial Assistance

The Corporation currently maintains a financial assistance program and policy for Community residents holding continuing care residency agreements in the event the resident(s) should become unable to pay for services. The Corporation reserves the right to change the program and policy and does not guarantee future financial assistance. Since the Corporation does not expect to collect the normal charges for services provided for those residents who meet the financial assistance provisions, estimated charges for such assistance are not included in revenue. The cost of the charity care provided by the Corporation is based on the financial assistance that is disclosed in Note 12. No financial assistance was provided during the years ended December 31, 2021 or 2020.

Subsequent Events

The Community evaluated the effect subsequent events would have on the financial statements through May 19, 2022, which is the date the financial statements were issued.

2. Fair Value of Financial Instruments

The carrying amounts of the Corporation's financial instruments, excluding bonds payable, approximate their fair values. The fair values of the Corporation's bonds payable are estimated based on the quoted market prices for the same or similar issues.

The carrying amount and fair value of the Corporation's bonds payable at December 31 follows:

	<u>2021</u>		<u>2020</u>	
	<u>Fair Value</u>	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Carrying Value</u>
Bonds payable	<u>\$282,063,848</u>	<u>\$272,400,000</u>	<u>\$ 92,816,823</u>	<u>\$ 91,795,000</u>

3. Revenue

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

Monthly service fees:

The life care contracts that residents select require an advanced fee and monthly fees based upon the type of space they are applying for. Resident fee revenue for recurring and routine monthly services is generally billed monthly in advance. Payment terms are usually due within 30 days. The services provided encompass social, recreational, dining along with assisted living and nursing care and these performance obligations are earned each month. Resident fee revenue for non-routine or additional services are billed monthly in arrears and recognized when the service is provided.

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

Entrance fees:

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

The disaggregated revenue from residential service revenue by service line for the years ended December 31 is as follows:

	<u>2021</u>	<u>2020</u>
Independent living	\$ 12,945,821	\$ 11,856,320
Assisted living	492,613	572,315
Skilled nursing	<u>793,409</u>	<u>827,190</u>
Total residential revenue	<u>\$ 14,231,843</u>	<u>\$ 13,255,825</u>

The Corporation provides a fully refundable residential fee upon termination of the agreement in the event of move-out, death or termination by the Corporation. The fully refundable residential fee is in conjunction with the continuing care contracts, and the Corporation has both Life Care (Type A) and Fee for Service (Type C) contracts. The refundable amount will be equal to one hundred percent of the residential fee less any amounts due to the Corporation from the resident. The total amount of contractual refund obligations under existing contracts totaled approximately \$92,519,000 and \$90,164,000 at December 31, 2021 and 2020, respectively. There were no entrance fees receivable at December 31, 2021 and 2020, respectively. Refundable entrance fees become currently payable when the contract terminates and the Corporation has received the then-applicable entrance fee for a residence of the same type as the former resident's residence. Resident refunds payable were approximately \$610,000 and \$1,042,000 at December 31, 2021 and 2020, respectively.

4. Assets Limited As To Use

The composition of assets limited as to use at December 31 is set forth in the table below.

	<u>2021</u>	<u>2020</u>
Held by trustee	\$ 169,182,608	\$ 12,575,066
Reserves required by state statute	2,634,000	2,514,750
Resident deposits	9,091,934	5,846,395
Other	<u>14,157</u>	<u>11,592</u>
Total assets limited as to use	<u>\$ 180,922,699</u>	<u>\$ 20,947,803</u>

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

5. Property and Equipment

Property and equipment at December 31 consists of:

	<u>2021</u>	<u>2020</u>
Land	\$ 21,089,426	\$ 21,089,426
Land improvements	1,380,794	1,364,931
Buildings	83,777,972	83,259,089
Furniture and fixtures	2,161,742	2,063,658
Vehicles	307,414	176,265
Construction in progress	15,094,498	5,069,980
Capitalized interest	<u>18,397,599</u>	<u>16,733,404</u>
Total property and equipment	142,209,445	129,756,753
Accumulated depreciation	<u>(24,757,065)</u>	<u>(21,365,122)</u>
Property and equipment, net	<u>\$ 117,452,380</u>	<u>\$ 108,391,631</u>

6. Resident Deposits

Resident deposits consist of the following at December 31:

	<u>2021</u>	<u>2020</u>
Resident deposits – reservations	\$ 240,576	\$ 260,977
Resident priority – Highview	8,935,565	5,620,418
Resident deposits – waiting list	<u>609,700</u>	<u>460,000</u>
Total resident deposits	<u>\$ 9,785,841</u>	<u>\$ 6,341,395</u>

7. Bonds Payable

Bonds payable consist of the following at December 31:

	<u>2021</u>	<u>2020</u>
Series 2016:		
Term bonds due 2049, interest rate of 6.312%	\$ 8,000,000	\$ 8,000,000
Series 2017A:		
Term bonds due 2027, interest rate of 4.562%	4,290,000	4,345,000
Term bonds due 2037, interest rate of 5.512%	19,055,000	19,055,000
Term bonds due 2047, interest rate of 5.612%	32,235,000	32,235,000
Term bonds due 2052, interest rate of 5.687%	16,020,000	16,030,000
Series 2017B:		
Term bonds due 2024, interest rate of 4.437%	3,410,000	4,460,000
Series 2020A:		
Term bonds due 2053, interest rate of 6.000%	-	4,600,000
Series 2020B:		
Term bonds due 2025, interest rate of 7.750%	-	2,000,000

**Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements**

Series 2021A:		
Term bonds due 2031, interest rate of 4.000%	7,880,000	-
Term bonds due 2036, interest rate of 4.000%	9,630,000	-
Term bonds due 2041, interest rate of 4.000%	11,755,000	-
Term bonds due 2056, interest rate of 4.000%	76,915,000	-
Series 2021B-1:		
Term bonds due 2024, interest rate of 3.000%	37,120,000	-
Series 2021B-2:		
Term bonds due 2024, interest rate of 2.250%	31,460,000	-
Series 2021C:		
Term bonds due 2024, interest rate of 2.750%	<u>5,295,000</u>	-
Total bonds payable	<u>263,065,000</u>	90,725,000
Less: current portion	(1,155,000)	(1,105,000)
Less: unamortized debt issuance costs	(5,501,416)	(1,912,868)
Less: unamortized original issue discount	<u>(3,638,884)</u>	<u>(1,824,589)</u>
Total bonds payable, net	<u>\$ 252,769,700</u>	<u>\$ 85,882,543</u>

Bond Issuances

In June 2012, the Corporation issued \$56,135,000 of tax-exempt, fixed rate Revenue Bonds Series 2012A ("2012A Bonds"), \$60,375,000 of tax-exempt, fixed rate Revenue Bonds Series 2012B ("2012B Bonds") and \$940,000 taxable, fixed-rate Revenue Bonds Series 2012C ("2012C Bonds") through the Public Finance Authority of the State of Wisconsin (collectively, "2012 Bonds"). The proceeds of the 2012 Bonds were being used for the acquisition by the Corporation from Sears Farm of the Phase I Site, for construction of Phase I of the Community, to fund a Debt Service Reserve Fund securing the 2012 Bonds, to fund capitalized interest for the Series 2012 Bonds, and to pay costs of issuance of the 2012 Bonds. The Series 2012B Bonds were repaid with proceeds from initial entrance fees received. The Series 2012C Bonds were paid off in full in 2014 using entrance fees received. The Series 2012A Bonds were issued at a discount of \$49,484, which was being amortized as interest expense over the life of the bonds using the effective interest method. In December 2017, the Series 2012A Bonds were repaid with the proceeds of the Series 2017A and Series 2017B Bonds, in a bond defeasance.

In December 2016, the Corporation issued \$8,000,000 of tax-exempt, fixed rate Revenue Bonds Series 2016 ("2016 Bonds") through the Public Finance Authority of the State of Wisconsin. The proceeds of the 2016 Bonds were being used for purchase of the Phase II Expansion Site (other than one lot ("Lot 37")), landscaping, and the expansion of Community's Brittany Place nursing facility. The Series 2016 Bonds were issued at a discount of \$538,560, which is being amortized as interest expense over the life of the bonds using the effective interest method.

In December 2017, the Corporation issued \$71,730,000 of tax-exempt, fixed rate Revenue Refunding Bonds Series 2017A ("2017A Bonds") and \$6,015,000 of tax-exempt, fixed rate Revenue Bonds Series 2017B ("2017B Bonds") through the Public Finance Authority of the State of Wisconsin (collectively, "2017 Bonds"). The proceeds of the 2017 Bonds were to be used to advance refund and defease the Series 2012A Bonds, to finance improvements and expansion of the facilities of the Community, to fund a Debt Service Reserve Fund, and to pay costs of issuance of the 2017 Bonds. The Series 2017 Bonds were issued at a discount of \$1,166,175, which is being amortized as interest expense over the life of the bonds using the effective interest method.

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

In June 2020, the Corporation issued \$4,600,000 of tax-exempt, fixed rate Revenue Bonds Series 2020A ("2020A Bonds") and \$2,000,000 of taxable, fixed rate Revenue Bonds Series 2020B ("2020B Bonds") through the Public Finance Authority of the State of Wisconsin (collectively, "2020 Bonds"). The proceeds of the 2020 Bonds were to be used to finance pre-development costs relating to the Phase II Expansion of the Community, landscaping and improvements of the facilities of the Community. The Series 2020 Bonds were issued at a discount of \$292,453, which is being amortized as interest expense over the life of the bonds using the effective interest method. They were refunded in December 2021.

In November 2021, the Corporation issued \$106,180,000 of tax-exempt, fixed rate Revenue Bonds Series 2021A, \$37,120,000 of tax-exempt, fixed rate Entrance Fee Principal Redemption Bonds Series 2021B-1, \$31,460,000 of tax-exempt, fixed rate Entrance Fee Principal Redemption Bonds Series 2021B-2, and \$5,295,000 of taxable, fixed rate Entrance Fee Principal Redemption Bonds Series 2021C through the Public Finance Authority of the State of Wisconsin (collectively, "2021 Bonds"). The proceeds of the 2021 Bonds were to be used to finance costs relating to the Phase II Expansion of the Community and to refund the Series 2020 Bonds.

In March 2022, the Corporation issued \$9,000,000 of tax-exempt, fixed rate Refunding Revenue Bonds Series 2022A Forward Delivery ("2022 Bonds") through the Public Finance Authority of the State of Wisconsin. The proceeds of the 2022 Bonds refunded the Series 2016 bonds.

In March 2023, the Corporation will issue \$75,500,000 of tax-exempt, fixed rate Refunding Revenue Bonds Series 2023A Forward Delivery ("2023 Bonds") through the Public Finance Authority of the State of Wisconsin. The proceeds of the 2023 Bonds will be used to refund the Series 2017 Bonds.

Bond Terms

Interest on the 2016 Bonds, 2017 Bonds, 2020 Bonds and 2021 Bonds is due semi-annually, on each June 1 and December 1. The Series 2016 Bonds, 2017 Bonds, 2020 Bonds and 2021 Bonds are collateralized by substantially all of the assets of the Corporation, including all real property, personal property, and gross revenues of the Corporation. The Corporation's obligations associated with the Series 2016 Bonds were guaranteed by Sears Farm pursuant to an Amended and Restated Guaranty Agreement (the "Sears Farm Guaranty"). Performance by Sears Farm of its obligations pursuant to the Sears Farm Guaranty, and performance by the Corporation of the Corporation's obligations associated with the Series 2016 Bonds, was secured by an Amended and Restated Deed of Trust encumbering certain of the Sears Farm property (the "Sears Farm Deed of Trust"). As described below certain terms on the 2016 Bonds and 2017 Bonds were amended which included an increase to the interest rate on the 2016 Bond and 2017 Bonds by 0.3125% per annum.

Sears Farm Bankruptcy

On March 1, 2018 Sears Farm (which is not affiliated with the Corporation) commenced a Chapter 11 bankruptcy case, in the United States Bankruptcy Court for the Eastern District of North Carolina (the "Sears Farm Bankruptcy"). The Sears Farm Bankruptcy was an event of default on the part of Sears Farm under the Sears Farm Guaranty and the Sears Farm Deed of Trust. The bond trustee and master trustee under the Series 2016 Bonds and under the Series 2017 Bonds was of the view that the Sears Farm Bankruptcy was an event of default on the part of the Corporation under the Series 2016 Bonds, and that such default on the part of the Corporation under the Series 2016 Bonds was an event of default on the part of the Corporation under the Series 2017 Bonds (the "Alleged Defaults"), notwithstanding that the Corporation may be in compliance with all of its obligations under the Series 2016 Bonds and the Series 2017 Bonds. The Corporation disagreed with the bond trustee's and master trustee's view as to the effect of the Sears Farm Bankruptcy on the Series 2016 Bonds and the Series 2017 Bonds.

The parties' disputes were resolved, as reflected in a Mediated Settlement Agreement (and a more fulsome Settlement Agreement among Sears Farm, the Corporation, and the bond trustee and master trustee under the Series 2016 Bonds and under the Series 2017 Bonds, executed and delivered in April 2019) (the "Settlement Agreements"). In the Settlement Agreements the bond trustee and master trustee under the Series 2016 Bonds and under the Series 2017 Bonds waived the Alleged Defaults. A Plan of Reorganization for Sears Farm, which incorporated provisions of the Settlement Agreements, was confirmed by the Bankruptcy Court in May 2019 (the "Plan").

Pursuant to the Settlement Agreements and the Plan, among other things, in July 2019, the principal documents relating to the Series 2016 Bonds and Series 2017 Bonds were amended and restated, including the following:

- Amended and Restated Indenture of Trust, dated July 31, 2019 (the "2016 Bond Indenture"), between the Public Finance Authority (the "Authority") and UMB Bank, National Association, as Bond Trustee (the "Bond Trustee");
- Amended and Restated Bond Trust Indenture, dated July 31, 2019 (the "2017 Bond Indenture"), between the Public Finance Authority (the "Authority") and UMB Bank, National Association, as Bond Trustee (the "Bond Trustee");
- Amended and Restated Loan Agreement dated July 31, 2019 (the "2016 Loan Agreement"), between the Authority and the Corporation;
- Amended and Restated Loan Agreement dated July 31, 2019 (the "2017 Loan Agreement"), between the Authority and the Corporation;
- Second Amended and Restated Master Trust Indenture, dated July 31, 2019 (as supplemented, the "Master Indenture"), between the Corporation and UMB Bank, National Association, as Master Trustee (the "Master Trustee"), as supplemented by Amended and Restated Supplemental Indenture Number 1, dated July 31, 2019 ("Supplemental Indenture Number 1"), between the Corporation and the Master Trustee, as supplemented by Amended and Restated Supplemental Indenture Number 2, dated July 31, 2019 ("Supplemental Indenture Number 2"), between the Corporation and the Master Trustee, and as further supplemented by Amended and Restated Supplemental Indenture Number 3, dated July 31, 2019 ("Supplemental Indenture Number 3"), between the Corporation and the Master Trustee;
- Third Amended and Restated Deed of Trust dated July 31, 2019 (the "Corporation Deed of Trust") from the Corporation to the deed of trust trustee named therein for the benefit of the Master Trustee;
- Second Amended and Restated Guaranty Agreement dated July 31, 2019 (the "Second Amended and Restated Sears Farm Guaranty") from Sears Farm to the Master Trustee, which amended and restated the terms of the Sears Farm Guaranty, which as amended and restated (i) guarantees payment of the Series 2016 Bonds but not the Series 2017 Bonds, and (ii) guarantees performance of all of the Corporation's obligations under the Master Indenture and the 2016 Loan Agreement; and
- Second Amended and Restated Deed of Trust dated July 31, 2019 (the "Second Amended and Restated Sears Farm Deed of Trust") from Sears Farm to the deed of trust trustee named therein for the benefit of the Master Trustee, which amended and restated the terms of the Sears Farm Deed of Trust, which as amended and restated secures performance by Sears Farm of its obligations pursuant to the Second Amended and Restated Sears Farm Guaranty, and performance by the Corporation of the Corporation's obligations associated with the Series 2016 Bonds.

The March 2022 refunding of the Series 2016 bonds resulted in release of Sears Farm from the Second Amended and Restated Guaranty, and the satisfaction of the Second Amended and Restated Sears Farm Deed of Trust.

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

As of December 31, 2021, required principal payments of long-term debt for the next five years and thereafter are as follows:

2022	\$ 1,155,000
2023	1,200,000
2024	29,520,000
2025	46,915,000
2026	1,036,500
Thereafter	<u>183,238,500</u>
	<u>\$ 263,065,000</u>

The Corporation is required to comply with certain financial covenants, which include debt service coverage and liquidity ratios. The Corporation was in compliance with these covenants at December 31, 2021.

8. Subordinate Obligations

The Corporation obtained pre-finance capital from MatchCap and Sears Farm of \$6,800,000 and \$2,390,000, respectively. The subordinated obligations accrue interest at 6% per annum, with a maximum amount of interest to be paid on the obligations equal to the amount of the original obligation, \$6,800,000 and \$2,390,000, respectively.

Certain fees in completion of the Community construction project are recorded as deferred fees that are also subordinated obligations. The Corporation owes approximately \$993,000 to Sears Farm, in connection with rezoning the Community site and other construction services at December 31, 2021 and 2020. The Corporation owes approximately \$549,000 and \$525,000 to Searstone – RLA, Inc. for management services at December 31, 2021 and 2020, respectively. The deferred fees to Searstone – RLA, Inc. accrue simple interest monthly at a 6% annual rate. The other deferred fees do not accrue interest.

The Corporation entered into a balance purchase money note with Sears Farm in December 2016 for \$5,311,530 (the "Purchase Money Note") for the purchase of the Phase II Expansion Site (other than Lot 37). The Purchase Money Note incurred simple interest payable quarterly at a 3% annual rate. The Purchase Money Note was payable in full due on the earlier of the date of closing or the sale of bonds in a Phase II expansion bond financing or October 31, 2021. The Purchase Money Note was secured by a purchase money deed of trust which encumbered the Phase II Expansion Site (other than Lot 37) (the "Purchase Money Deed of Trust"). Per North Carolina law, the Purchase Money Note was non-recourse as to the Corporation.

Pursuant to the Settlement Agreements and the Plan noted in Note 7 ("Sears Farm Bankruptcy"), among other things:

- The Corporation paid to Sears Farm the sum of \$1,000,000;
- Sears Farm conveyed to the Corporation Lot 37;
- The Purchase Money Note was modified, to (i) reflect the \$1 million Payment as a credit against the principal balance thereof, (ii) reduce the principal balance thereof by an additional \$2,311,530 (such that the remaining principal balance thereof was reduced to \$2,000,000), (iii) eliminate any obligation for interest to accrue on the unpaid principal balance of the Note from its inception, and (iv) extend for one year; i.e., until October 31, 2022, the "outside" maturity date of the Note; and
- The principal balance of the Purchase Money Note is to be credited with an amount equal to the monthly "Membership Fee" and up to \$600 per year of "Other Charges" otherwise payable by Mr. Sears or his spouse Rita Sears, pursuant to their Membership & Residency Agreement with the Corporation, from

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

March 27, 2019 and for so long as either may reside in their Residence within the Community pursuant to that Membership & Residency Agreement (this was because the Settlement Agreements eliminated any obligation on the part of Mr. Sears or his spouse Rita Sears to pay those amounts).

As modified, the principal balance of the Purchase Money Note, after reduction for the above credits, was payable in full, without interest, in a single payment due on the earlier of (i) October 31, 2022, or (ii) the closing of a financing providing construction funding for a Phase II expansion in an amount sufficient to construct approximately 152 independent living units. The Purchase Money Note was paid with the proceeds of the Series 2021 Bonds, resulting in the satisfaction of the Purchase Money Deed of Trust.

A summary of the principal and accrued interest amounts owed related to the subordinate obligations at December 31, 2021 and 2020, respectively, follows:

	2021			
	<u>Match Cap</u>	<u>Sears Farm</u>	<u>Deferred Fees</u>	<u>Total</u>
Original obligation	\$ 6,800,000	\$ 7,701,530	\$ 3,304,074	\$ 17,805,604
Less payment from debt settlement	-	(1,000,000)	-	(1,000,000)
Less forgone debt from debt settlement	-	(2,311,530)	-	(2,311,530)
Less payment from 2021 bond issuance	-	(2,000,000)	-	(2,000,000)
Accrued interest	<u>3,893,000</u>	<u>1,368,275</u>	<u>148,998</u>	<u>5,410,273</u>
Total	<u>\$ 10,693,000</u>	<u>\$ 3,758,275</u>	<u>\$ 3,453,072</u>	<u>\$ 17,904,347</u>

	2020			
	<u>Match Cap</u>	<u>Sears Farm</u>	<u>Deferred Fees</u>	<u>Total</u>
Original obligation	\$ 6,800,000	\$ 7,701,530	\$ 3,304,074	\$ 17,805,604
Less payment from debt settlement	-	(1,000,000)	-	(1,000,000)
Less forgone debt from debt settlement	-	(2,311,530)	-	(2,311,530)
Accrued interest	<u>3,485,000</u>	<u>1,224,875</u>	<u>124,998</u>	<u>4,834,873</u>
Total	<u>\$ 10,285,000</u>	<u>\$ 5,614,875</u>	<u>\$ 3,429,072</u>	<u>\$ 19,328,947</u>

9. Notes Payable

Paycheck Protection Program

On March 27, 2020 the federal Coronavirus Aid, Relief and Economic Security ("CARES") Act was signed into law, which intended to provide economic relief and emergency assistance for individuals, families, and businesses affected by COVID-19. In conjunction with the CARES Act, the Corporation applied for assistance under the Small Business Administration's ("SBA") Paycheck Protection Program ("PPP"). The PPP provides small businesses and eligible nonprofit organizations with funds to pay up to 24 weeks of payroll costs including benefits. These funds can also be used to pay interest on mortgages, rent, and utilities.

On May 7, 2020, the Corporation received \$757,900 of loan proceeds and executed a promissory note with their lender. The loan was scheduled to mature on May 7, 2022 and accrues interest at a rate of 1% per annum with monthly payments of \$80,315 beginning on August 22, 2021. The CARES Act contains provisions to apply for forgiveness of the PPP loan, either completely or partially. On April 16, 2021, the Small Business Administration sent a notice of PPP forgiveness of \$757,900 and related interest. The Corporation recognized forgiveness as a non-operating gain on the Statement of Operations and Changes in Net Deficit.

10. Development, Management, and Marketing Agreements and Other Receivables

Greenbrier Development, LLC

The Corporation and Greenbrier Development, LLC (“Greenbrier”) entered into a development consulting services agreement, pursuant to which Greenbrier provided development, consulting, marketing and pre-opening services in connection with the development of Phase I of the Community (the “Phase I Development Consulting Services Agreement”). Of the fees earned in prior years, approximately \$500,000 has been earned but deferred and is included within subordinate obligations on the balance sheets and payment thereof will be deferred until certain parameters are met. Greenbrier has performed all services to be performed by it pursuant to the Phase I Development Consulting Services Agreement, and no additional fees will be earned by Greenbrier pursuant to the Phase I Development Consulting Services Agreement.

The Corporation and Greenbrier are parties to a development consulting services agreement entered into during 2019, pursuant to which Greenbrier provides development, consulting, marketing and pre-opening services in connection with the Phase II Development. There were approximately \$134,000 and \$259,000 in fees paid to Greenbrier for the year ended December 31, 2021 and 2020, respectively.

Sears, Hackney, Keener & Williams

Sear, Hackney, Keener & Williams (“SHKW”) is a full-service architectural firm located in Cary, North Carolina. The Corporation entered into development services and architectural services agreements with SHKW. Under the development services and architectural services agreements, SHKW provided consulting services related to permits and real estate approval and to provide support to Greenbrier for the design and construction, regulatory, financing and project management of the construction of the Community, as well as monitor the construction of the Community on behalf of the Corporation. SHKW has earned or will earn the fees set forth in the following chart:

	<u>Development Services</u>	<u>Architectural Services</u>	<u>Total</u>
Fees:			
Earned prior to closing of Series 2012 Bonds	\$ 70,000	\$ 130,000	\$ 200,000
Earned upon closing of Series 2012 Bonds	296,667	1,040,971	1,337,638
Earned during construction period	400,000	504,935	904,935
Earned upon obtaining certificate of occupancy	<u>673,333</u>	<u>37,741</u>	<u>711,074</u>
Total fees	<u>\$ 1,440,000</u>	<u>\$ 1,713,647</u>	<u>\$ 3,153,647</u>

There were no fees earned by SHKW for the years ended December 31, 2021 and 2020. Of the fees earned in prior years, approximately \$711,000 has been earned but deferred and is included within subordinate obligations on the balance sheets. SHKW has performed all services to be performed by it pursuant to the development services and architectural services agreements, and no additional fees will be earned by SHKW pursuant to those agreements.

Searstone – RLA, Inc. and Retirement Living Associates, Inc.

Searstone – RLA, Inc. (the “Manager”) is organized under the laws of the State of North Carolina as a for-profit corporation for the purpose of providing management services for retirement living options including retirement housing and community development. The Manager is affiliated with Retirement Living Associates, Inc., (“RLA”) which provides professional management, marketing, development, consulting and advisory services to senior living communities throughout North Carolina. The Manager provided \$50,000, included within liquidity support in the balance sheet at December 31, 2018, of liquidity support to initial construction of the Community to be paid from

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

initial entrance fees. As of December 31, 2019, the liquidity support deposit was returned by the Corporation to the Manager.

In 2011, the Corporation entered into a management agreement with the Manager (the "Initial Management Agreement"). Pursuant to the terms of the Initial Management Agreement, the Manager was responsible for the management of the Community's Independent Living Units, Healthcare Center, and non-clinical aspects of the Community, including staffing, accounting and general administrative services. Pursuant to the terms of the Initial Management Agreement, the Manager was paid a base monthly fee for the first eight years following completion of initial construction, plus a percentage of the previous year's billable income from the Independent Living Units.

The Initial Management Agreement terminated September 30, 2020, and the Corporation entered into a new management agreement with the Manager for a term which commenced on October 1, 2020 (the "2020 Management Agreement"). Pursuant to the terms of the 2020 Management Agreement, the Manager is responsible for the management of the Community's Independent Living Units, Healthcare Center, and non-clinical aspects of the Community, including staffing, accounting and general administrative services. As compensation for services rendered pursuant to the 2020 Management Agreement, the Corporation is paying the Manager a Base Management Fee (the "Base Management Fee") and will pay the Manager an Incentive Fee (the "Incentive Fee" and collectively with the Base Management Fee, the "Management Fee").

The Base Management Fee is paid in the amount of \$27,500 per month during months 1-60 of the term of the 2020 Management Agreement, and \$31,000 per month during months 61-123 of the term of the 2020 Management Agreement. Upon issuance by the Town of Cary of a permanent certificate of occupancy for Phase II of the Community the amounts described above will increase to \$36,575 per month for during the months 1-60 of the term of the 2020 Management Agreement, and will increase to \$41,230 per month for months 61-123 of the term of the 2020 Management Agreement. The Incentive Fee is equal to the lesser of 1.00% of the Independent Living Monthly Fee Revenues collected with respect to the Community or 20% of the then applicable Base Management Fee.

The Management Fee is paid on a monthly basis. Commencing with the calendar year beginning on January 1, 2022, and for all subsequent calendar years, any increase in the Base Management Fee payable with respect to such calendar year over the Base Management Fee payable with respect to the prior calendar year may not exceed \$68,500, and the amount of the Base Management Fee with respect to such calendar year in excess of such maximum is a "Deferred Management Fee." In the event (1) the term of the Management Agreement is terminated effective on or before December 31, 2027, and (2) such termination is by reason of a Termination With Cause by Manager or is by reason of a Termination Without Cause by the Corporation, all Deferred Management Fees will be payable within 30 days of the effective date of such termination.

As compensation for services rendered pursuant to the Initial Management Agreement and the 2020 Management Agreement, the Manager earned management fees of approximately \$429,000 and \$588,000 in fiscal year 2021 and 2020, respectively. Of the fees earned under the Initial Management Agreement, approximately \$400,000 at December 31, 2021 and 2020, are subordinate to the outstanding bonds and will be deferred until certain parameters are met.

The Corporation entered into a marketing consulting services agreement with RLA. Pursuant to the terms of the marketing consulting services agreement, RLA provided certain services to the Corporation including coordinating and managing the marketing staff of the Community, develop and supervise the implementation of a marketing and sales plan, assist the Corporation in training and monitoring of the Community's marketing and sales staff, provide and coordinate administrative support in the managing of admission criteria for residents to the Community, provide and coordinate administrative support for the Community's processing of applications including maintaining appropriate records, and attending resident presentations, meetings, and marketing events as RLA shall determine are needed and as reasonably requested by the Corporation. As compensation for the services provided under the marketing consulting services agreement, the Corporation agreed to pay RLA a fee of \$700,000 and reimburse

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

RLA for certain expenses. The fee is subordinate to the outstanding bonds and is deferred until the Community meets certain occupancy parameters. This fee was considered to be earned as of December 31, 2015. RLA has performed all services to be performed by it pursuant to the marketing consulting services agreement, and no additional fees will be earned by RLA pursuant to the marketing consulting services agreement.

Sears Farm, SHKW, and the Sears Family

Sears Farm was the owner of the entire approximately 75-acre Searstone Planned Development District, which includes the 24-acre site on which Phase I of the Community is located. In June 2012 Sears Farm sold to the Corporation that 24-acre site in the amount of \$11,570,000.

In June 2012, at the time of the closing of the Series 2012 Bonds that financed the acquisition by the Corporation of the 24-acre site on which Phase I of the Community is located, as a condition to the purchase of the Series 2012 Bonds by the bond buyers, Sears Farm transferred to the Corporation the approximate sum of \$779,000, to serve as additional construction contingency funds for the initial construction of the Community, to be repaid to the extent that upon completion of construction there remained construction contingency funds. At December 31, 2013, these funds were recorded on the balance sheets as due to a related party. Upon completion of construction of the Community there remained no construction contingency funds, and at December 31, 2014 these funds were removed as due to a related party and were recorded as a capital contribution.

In June 2012, at the time of the closing of the Series 2012 Bonds that financed the acquisition by the Corporation from Sears Farm of the 23.98-acre site on which Phase I of the Community is located, Sears Farm transferred to the Corporation the sum of \$950,000, as a contribution to the Liquidity Support Fund. Also, in June 2012, Mr. Sears' parents transferred to the Corporation \$1,000,000, as a contribution to the Liquidity Support Fund. In 2019 the liquidity support deposits were either returned by the Corporation to the contributors or credited against obligations owed to the Corporation by the contributors. See Note 7.

In March 2014 the Corporation loaned to Sears Farm the sum of \$500,000, from the balance within the Liquidity Support Fund, with the understanding that the loan proceeds would be used by Sears Farm to pay for the cost of construction of a parking lot located on land owned by Sears Farm, to be used by Community residents. The unpaid principal balance of the loan was to bear interest at 6% per annum. The principal amount of the loan was to be discharged in full in the event certain conditions were satisfied, including the release of the Liquidity Support Fund. Accrued interest on the loan totaled approximately \$145,000 at December 31, 2018. In 2019, pursuant to the Settlement Agreements, and in recognition that Liquidity Support Fund had been released, the Corporation released Sears Farm from any obligation to repay the principal amount of or interest on the loan.

In June 2012, at the time of the closing of the Series 2012 Bonds that financed the acquisition by the Corporation of the 24-acre site on which Phase I of the Community is located, Sears Farm agreed to defer fees payable by the Corporation and related to rezoning and construction in the amount of \$993,000. Also, in June 2012, at the time of the closing of the Series 2012 Bonds that financed the acquisition by the Corporation of the 24-acre site on which the Community is located, SHKW agreed to defer fees payable by the Corporation and related to architectural services in the amount of \$711,000. For additional detail, see Note 8.

Sears Farm held subordinated debt due from the Corporation in the approximate sums of \$3,758,000 and \$5,615,000 at December 31, 2021 and 2020, respectively. For additional detail, see Note 8.

SHKW did not provide to the Corporation any architectural and management services during the years ended December 31, 2021 and 2020.

11. Fair Value Measurements on a Recurring Basis

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

- Level 1: Observable inputs such as quoted prices in active markets.
- Level 2: Inputs other than quoted prices in active markets that are either directly or indirectly observable.
- Level 3: Unobservable inputs about which little or no market data exists, therefore requiring an entity to develop its own assumptions.

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

Assets Measured at Fair Value on a Recurring Basis

When quoted prices are available in active markets for identical instruments, investment securities are classified within Level 1 of the fair value hierarchy. Level 1 investments include money market funds, mutual funds, common stocks, exchange-traded funds and U.S. Treasury/Agency securities which are valued based on prices readily available in the active markets in which those securities are traded, and money market funds which are based on their transacted value. Level 2 investments include corporate bonds which are valued on a recurring basis on inputs that are readily available in public markets or can be derived from information available in publicly quoted markets.

The Corporation does not have any financial assets or liabilities measured on a recurring basis categorized as Level 3, and there were no transfers in or out of Level 3 for year ended December 31, 2021 and 2020.

The tables below present the balances of assets measured at fair value on a recurring basis.

	December 31, 2021			Total
	Level 1	Level 2	Level 3	
Money market funds	\$165,252,627	\$ -	\$ -	\$165,252,627
Common stocks	2,385,472	-	-	2,385,472
Corporate bonds	-	1,463,891	-	1,463,891
US Treasury/Agency securities	676,458	-	-	676,458
Mutual funds – fixed income	5,029,891	-	-	5,029,891
Mutual funds – equities	323,397	-	-	323,397
Exchange-traded funds	24,367	-	-	24,367
Total	<u>\$173,692,212</u>	<u>\$ 1,463,891</u>	<u>\$ -</u>	<u>\$175,156,103</u>

The Corporation had \$16,470 of accrued interest and \$9,168,434 in cash included within investments and assets limited as to use which are not included in the fair value hierarchy.

Marketable equity securities have a market value of \$9,903,476 with a cost of \$9,268,790 in 2021. This resulted in a net unrealized gain on marketable equity securities of \$634,686.

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

	December 31, 2020			Total
	Level 1	Level 2	Level 3	
Money market funds	\$ 12,610,868	\$ -	\$ -	\$ 12,610,868
Common stocks	1,742,120	-	-	1,742,120
Corporate bonds	-	1,511,876	-	1,511,876
US Treasury/Agency securities	600,933	-	-	600,933
Mutual funds – fixed income	823,072	-	-	823,072
Mutual funds – equities	372,718	-	-	372,718
Exchange-traded funds	24,475	-	-	24,475
Total	\$ 16,174,186	\$ 1,511,876	\$ -	\$ 17,686,062

The Corporation had \$15,065 of accrued interest and \$5,928,517 in cash included within investments and assets limited as to use which are not included in the fair value hierarchy.

Marketable equity securities have a market value of \$5,075,194 with a cost of \$4,724,257 in 2020. This resulted in a net unrealized gain on marketable equity securities of \$350,937.

12. Net Assets with Donor Restrictions

Net assets with donor restrictions that are temporary in nature consist of the following at December 31, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Financial assistance	<u>\$ 333,037</u>	<u>\$ 156,614</u>

13. Liquidity and Availability

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

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

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

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

<u>Asset Categories</u>	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 1,578,323	\$ 2,511,044
Accounts receivable	34,950	11,075
Sales tax receivable	48,399	36,814
Investments and assets limited as to use	184,341,007	23,629,644
Less: Held by trustee	(165,182,608)	(12,575,066)
Less: Reserves required by state statute	(2,634,000)	(2,748,126)
Less: Resident deposits	(9,091,934)	(5,846,395)
Less: Other	(14,157)	(11,592)
	<u>\$ 9,079,980</u>	<u>\$ 5,007,398</u>

Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community
Notes to Financial Statements

14. Schedule of Expenses by Natural Classification and Function

The following is a schedule of expenses by both natural classification and function for the years ended December 31, 2021 and 2020:

	2021				2020			
	Independent	Program Services		Total	Administrative and General	Marketing	Total	
		Assisted Living	Skilled Nursing					
General and administrative	\$ -	\$ -	\$ -	\$ -	\$ 1,143,117	\$ 71,861	\$ 1,214,978	
Marketing and advertising	-	-	-	-	100,917	513,577	614,494	
Payroll and related expense	60,303	596,399	1,131,993	1,788,695	3,398,788	339,343	5,526,826	
Utilities and facilities	94,682	18,043	18,043	130,768	1,450,735	-	1,581,503	
Operating and maintenance	6,000	60,068	52,077	118,145	1,572,902	19,072	1,710,119	
Taxes and insurance	-	-	-	-	305,948	-	305,948	
Interest expense	-	-	-	-	4,631,383	-	4,631,383	
Depreciation	2,984,909	203,517	203,517	3,391,943	-	-	3,391,943	
Amortization	-	-	-	-	195,159	-	195,159	
Total expenses	\$ 3,145,894	\$ 878,027	\$ 1,405,630	\$ 5,429,551	\$ 12,798,949	\$ 943,853	\$ 19,172,353	
	2020				2020			
	Independent	Program Services		Total	Administrative and General	Marketing	Total	
		Assisted Living	Skilled Nursing					
General and administrative	\$ -	\$ -	\$ -	\$ -	\$ 901,803	\$ 130,923	\$ 1,032,726	
Marketing and advertising	-	-	-	-	-	452,720	452,720	
Payroll and related expense	55,781	517,781	975,761	1,549,323	3,325,177	340,822	5,215,322	
Utilities and facilities	79,432	16,194	16,194	111,820	1,294,521	1,163	1,407,504	
Operating and maintenance	850	64,861	53,098	118,809	1,529,713	8,724	1,657,246	
Taxes and insurance	-	-	-	-	242,521	-	242,521	
Interest expense	-	-	-	-	4,798,726	-	4,798,726	
Depreciation	2,688,375	183,298	183,298	3,054,971	-	-	3,054,971	
Amortization	-	-	-	-	162,996	-	162,996	
Total expenses	\$ 2,824,438	\$ 782,134	\$ 1,228,351	\$ 4,834,923	\$ 12,255,457	\$ 934,352	\$ 18,024,732	

Exhibit 3

Comparison between Forecasted Financial Statements and Actual Financial Statements

[see attached]

Samaritan Housing Foundation, Inc. d/b/a Searstone Retirement Community
Comparison of Audit to Forecast Statements
Year Ending December 31, 2021

Balance Sheet	Audit	Forecast	Variance
	2021	2021	+(-)
Assets			
Current assets:			
Cash and cash equivalents			
Unrestricted Cash	\$ 1,578,323	\$ 966,000	\$ 612,323 A
Assets limited as to use, current portion	10,171,074	961,000	9,210,074 A
Accounts receivable	34,950	84,000	(49,050)
Sales tax receivable	48,399	37,000	11,399
Prepaid expenses	284,994	160,000	124,994
Short-term investments	3,418,308	3,834,000	(415,692) A
Total current assets	<u>15,536,048</u>	<u>6,042,000</u>	<u>9,494,048</u>
Non-current assets:			
Assets limited as to use, less current portion	170,751,625	17,393,000	153,358,625 A
Property, Plant and equipment, net	117,452,380	107,719,000	9,733,380 C
Other Receivables	-	-	-
Note Receivable	-	570,000	(570,000) A
Deferred marketing costs, net	134,340	98,000	36,340
Total non-current assets	<u>288,338,345</u>	<u>125,780,000</u>	<u>162,558,345</u>
Total assets	<u>\$ 303,874,393</u>	<u>\$ 131,822,000</u>	<u>\$ 172,052,393</u>
Liabilities and Net Deficits			
Current liabilities:			
Bonds payable, current portion	\$ 1,155,000	\$ 3,155,000	(2,000,000) A
Current portion of the PPP note payable	-	-	-
Accounts payable	2,096,630	272,000	1,824,630 D
Accrued interest payable	385,233	378,000	7,233
Resident refunds payable	610,022	-	610,022 B
Resident deposits	9,785,841	7,666,000	2,119,841 A
Current portion of notes payable	-	-	-
Other liabilities	136,559	156,000	(19,441)
Total current liabilities	<u>14,169,285</u>	<u>11,627,000</u>	<u>2,542,285</u>
Long-term liabilities:			
Bonds Payable, less current portion	252,769,700	84,843,000	167,926,700 A
PPP note payable, less current portion, net	-	-	-
Subordinate Obligations	17,904,347	17,904,000	347
Deferred Revenue - Refundable Entrance Fees	89,158,444	90,799,000	(1,640,556) B
Deferred revenue from advance fees	8,840,607	8,248,000	592,607 B
Total long-term liabilities	<u>368,673,098</u>	<u>201,794,000</u>	<u>166,879,098</u>
Total liabilities	<u>382,842,383</u>	<u>213,421,000</u>	<u>169,421,383</u>
Net Assets (deficits)			
Without donor restrictions	(80,165,845)	(81,756,000)	1,590,155
With donor restrictions	333,037	157,000	176,037
Net deficits	<u>(79,832,808)</u>	<u>(81,599,000)</u>	<u>1,766,192 E</u>
Total liabilities and net deficit	<u>\$ 303,009,575</u>	<u>\$ 131,822,000</u>	<u>\$ 171,187,575</u>

Samaritan Housing Foundation, Inc. d/b/a Searstone Retirement Community
Comparison of Audit to Forecast Statements
Year Ending December 31, 2021

Statements of Operations	Audit 2021	Forecast 2021	Variance +(-)
Revenues:			
Monthly Service Fees:			
Independent Living	\$ 10,346,928	\$ 9,664,000	\$ 682,928 F
Assisted Living	492,613	558,000	(65,387)
Skilled Nursing Services	793,409	1,120,000	(326,591) F
Advance fee amortization	1,417,000	1,219,000	198,000
Interest Income	150,289	360,000	(209,711) G
Contributions	176,423	-	176,423
Other	1,005,470	946,000	59,470
Total Revenues	14,382,132	13,867,000	515,132
Expenses:			
General and administrative	3,793,948	3,857,583	(63,635)
Depreciation & amortization	3,422,837	3,653,000	(230,163) H
Dining Services	1,815,544	1,930,522	(114,978)
Marketing	1,105,361	2,094,102	(988,741) I
Health Care Services	1,832,989	1,637,327	195,662
Transportation & security services	553,929	600,535	(46,606)
Building & grounds maintenance	1,000,953	907,001	93,952
Housekeeping	321,384	337,158	(15,774)
Resident Life & wellness	293,205	329,782	(36,577)
Other	72,290	60,710	11,580
Interest	4,959,913	4,925,000	34,913
Total Operating Expenses	19,172,353	20,332,720	(1,160,367)
Net Loss from Operations	(4,790,221)	(6,465,720)	1,675,499
Non-Operating gains (losses)			
Net unrealized & realized loss on short-term investments	345,882	-	345,882 G
Paycheck protection program note payable forgiveness	757,900	758,000	
Loss on early extinguishment of bonds	(431,503)	-	
Net Non Operating losses	672,279	758,000	(85,721)
Increase in unrestricted net deficit	(4,117,942)	(5,707,720)	1,589,778
Change in net assets with donor restrictions	176,423	-	176,423
Increase in net deficit	(3,941,519)	(5,707,720)	1,766,201
Net deficit, beginning of year	(75,891,289)	(75,891,000)	(289)
Net Deficit, end of year	\$ (79,832,808)	\$ (81,598,720)	\$ 1,765,912

Samaritan Housing Foundation, Inc. d/b/a Searstone Retirement Community
Comparison of Audit to Forecast Statements
Year Ending December 31, 2021

Statements of Cash Flows	Audit	Forecast	Variance
	2021	2021	+(-)
Cash flows from Operating activities:			
Change in net deficit	\$ (3,941,519)	\$ (5,708,000)	\$ 1,766,481
Adjustments to reconcile increase in net deficit to net cash provided (used) by operating activities			
Net unrealized and realized gains on short-term investments	(345,882)	0	(345,882) G
Proceeds from non-refundable advance fees	1,861,956	901,000	960,956 A
Depreciation	3,391,943	3,605,000	(213,057) H
Amortization of debt issuance costs & bond discount	164,265	116,000	48,265
Loss on early extinguishment of debt	628,564	0	628,564 K
Amortization of marketing cost	30,894	48,000	(17,106)
Amortization of advance fees	(1,417,115)	(1,219,000)	(198,115)
Forgiveness of Paycheck protection program note payable	(757,900)	(758,000)	100
Interest and fee accrued - subordinate obligations	575,400	575,000	400
Contribution of investments	(35,738)	0	(35,738)
Net change in:			
Accounts receivable	(23,875)	(73,000)	49,125
Entrance fees receivable	69,816	0	69,816
Sales tax receivable	(11,585)	0	(11,585)
Prepaid expenses	14,793	140,000	(125,207)
Deferred marketing cost	(18,875)	0	(18,875)
Accounts payable	2,659,086	(73,000)	2,732,086 D
Accrued interest payable	860,680	(11,000)	871,680 A
Other liabilities	(19,348)	0	(19,348)
Net cash provided by operating activities	<u>3,685,560</u>	<u>(2,457,000)</u>	<u>6,142,560</u>
Investing activities:			
Purchase of property and equipment - Project	(13,359,978)	(1,536,000)	(11,823,978) C
Capitalized Interest & Routine Capital Additions	-	(1,396,000)	1,396,000 C
Net change in assets limited as to use	(4,448,068)	194,000	(4,642,068) A
Receipt of note payable	500,000		
Purchase of Investments	-	(1,466,000)	1,466,000 A
Net cash used by investing activities	<u>(17,308,046)</u>	<u>(4,204,000)</u>	<u>(13,104,046)</u>
Financing activities:			
Proceeds from bond issuance, net	177,902,067	-	177,902,067 A
Payment of Deferred Financing Cost	(4,042,739)	-	(4,042,739) A
Payment on subordinated obligations	(2,000,000)	-	(2,000,000) A
Payment on Bonds Payable	(7,715,000)	(1,105,000)	(6,610,000) A
Refunds on entrance fees	(8,396,727)	(5,927,000)	(2,469,727) L
Refundable entrance fees received	10,806,300	8,109,000	2,697,300 L
Resident Deposits received	2,017,539	1,325,000	692,539 A
Net cash provided by financing activities	<u>168,571,440</u>	<u>2,402,000</u>	<u>166,169,440</u>
Net change in cash	\$ 154,948,954	\$ (4,259,000)	\$ 159,207,954
Cash and cash equivalents, beginning of year	<u>21,050,430</u>	<u>20,945,000</u>	<u>105,430</u>
Cash and cash equivalents, end of year	<u>\$ 175,999,384</u>	<u>\$ 16,686,000</u>	<u>\$ 159,313,384</u>

**Explanation of Material Differences between the
Forecast Financial Statements and Actual Audited Financial Statements**

The following is a comparison of the forecast financial statements for Samaritan Housing Foundation d/b/a Searstone Retirement Community (Searstone), and the actual financial statements for Searstone, which comprise the balance sheet as of December 31, 2021, and the related statements of operations and changes in net deficit and cash flows for the year ending December 31, 2021.

Variiances greater than \$200,000 are considered material and are explained in the following narrative.

Balance Sheet - Comparison

- A. Cash and Cash Equivalents/Investments (under Assets limited as to use), in the aggregate, were more than forecast by \$162.2 million. During 2021, the Series 2021 Searstone Phase II Bonds were issued. This resulted in \$162.6 million in additional Assets limited as to use. This transaction was forecast to occur in 2022. Also of note, resident deposits related to the Phase II project increased by \$2.1 million due to sales activity exceeding the 2021 forecast. The deposits are 100% refundable, thus there is an increase in the Resident deposit liability.

Also, a 2020 bond issuance added \$4.5 million to the escrow accounts (Assets limited to use). This amount was planned as \$2.7 Million.

	2021 Audit	2021 Forecast	Difference	
Cash and cash equivalents	1,578,323	966,000	612,323	Balance Sheet Assets
Assets limited as to use, current portion	10,171,074	961,000	9,210,074	Balance Sheet Assets
Note Receivable	-	570,000	(570,000)	Balance Sheet Assets
Short-term investments	3,418,308	3,834,000	(415,692)	Balance Sheet Assets
Assets limited as to use, less current portion	170,751,625	17,393,000	153,358,625	Balance Sheet Assets
	<u>185,919,330</u>	<u>23,724,000</u>	<u>162,195,330</u>	
Resident deposits	9,785,841	7,666,000	2,119,841	Balance Sheet - Liabilities
Bonds payable, current portion	1,155,000	3,155,000	(2,000,000)	Balance Sheet - Liabilities
Bonds Payable, less current portion	252,769,700	84,843,000	167,926,700	Balance Sheet - Liabilities
	<u>253,924,700</u>	<u>87,998,000</u>	<u>165,926,700</u>	
Proceeds from bond issuance, net	177,902,067	-	177,902,067	Cashflow
Payment of Deferred Financing Cost	(4,042,739)	-	(4,042,739)	Cashflow
Payment on subordinated obligations	(2,000,000)	-	(2,000,000)	Cashflow
Payment on Bonds Payable	(7,715,000)	(1,105,000)	(6,610,000)	Cashflow
Net change in assets limited as to use	(4,448,068)	194,000	(4,642,068)	Cashflow
Purchase of Investments	-	(1,466,000)	1,466,000	Cashflow

- B. Resident Refunds Payable, combined with Deferred Revenue Refundable and Non-Refundable Deposits, were lower than forecast by \$438,000. This is a natural variation in the cumulative deposits. Resident Refunds Payable refers to the residents whose contracts are completed but their refunds have not been processed. The forecast assumes the refund would have occurred in the

same fiscal year as the end of the contract. The refund does not process until a like unit has contracted.

	2021 Audit	2021 Forecast	Difference	
Resident Refunds Payable	610,022	-	610,022	Balance Sheet - Liabilities
Deferred Revenue - Refundable Entrance Fees	89,158,444	90,799,000	(1,640,556)	Balance Sheet - Liabilities
Deferred Revenue - Advanced Fees	8,840,607	8,248,000	592,607	Balance Sheet - Liabilities
	<u>98,609,073</u>	<u>99,047,000</u>	<u>(437,927)</u>	

- C. Costs incurred related to the Phase II expansion of \$10.0 million were incurred in 2021. This activity was forecast to occur in 2022.
- D. As of December 31, 2021, a Phase II construction draw of \$1.3 million was due. Contractor retainage of \$267,000 was also outstanding. This activity was forecast to occur in 2022. It is also a timing item dealing with which bills were received and paid by the end of the year.
- E. Net Assets is a factor of several different items in the statements.

Statement of Operations – Comparison

- F. The Independent Living (IL) revenue is over forecast by \$682,928. The forecast for IL assumes 95% occupancy when the actual occupancy averaged was 97.3%.

The Skilled Nursing Services (SK) revenue is under forecast by \$282,810. The forecast for IL assumes 95% occupancy when the actual occupancy averaged was 97%. Fewer residents moved over to the skilled unit than what was forecasted.

- G. Overall investment performance was lower than the material variance threshold.
- H. Depreciation and amortization were overestimated by \$230,163. (Income Statement and Cashflow)
- I. Marketing expenses were lower than forecast due to slower than anticipated Phase II related marketing costs.
- J. The interest expense was overestimated by \$297,000. The 2017 bond interest was totally expensed in the forecast but a small amount of it is capitalized.

Cash Flow

- K. The series 2012 bonds were projected to be refunded in 2022. The transaction occurred in 2021.
- L. Net entrance fee activity was \$227,573 greater than forecast.

Exhibit 4

Interim Financial Statements

[see attached]

Samaritan Housing Foundation, Inc
Balance Sheet - As EOM & EOM Prior Year
 Summary

	<u>Month Ending</u> <u>03/31/2022</u>	<u>Month Ending</u> <u>03/31/2021</u>
Assets		
Current Assets		
Cash and Cash Equivalents	11,897,630	8,500,411
Accounts Receivable, Net	84,589	607,410
Other Current Assets	224,807	196,262
Total Current Assets	<u>12,207,026</u>	<u>9,304,083</u>
Fixed Assets, Net		
Fixed Assets	145,272,001	127,746,793
Accumulated Depreciation	25,555,595	22,140,411
Total Fixed Assets, Net	<u>119,716,406</u>	<u>105,606,382</u>
Investments		
Long Term Investments	5,738,975	5,309,528
Total Investments	5,738,975	5,309,528
Other Assets		
Deposits and Prepayments	434,520	429,932
Escrows and Reserves	173,676,458	13,462,060
Other Assets	12,022,460	4,875,765
Total Assets	<u>\$ 323,795,845</u>	<u>\$ 138,987,750</u>
Liabilities and Net Assets		
Liabilities		
Current Liabilities		
Accounts Payable	2,360,118	467,925
Accrued Liabilities	5,191,860	1,876,909
Sales & Use Tax Payable	259	51
Other Current Liabilities	10,615,141	6,781,151
Total Current Liabilities	<u>18,167,378</u>	<u>9,126,036</u>
Long Term Liabilities		
Loans	0	757,900
Long Term Debts	359,871,580	179,775,394
Total Long Term Liabilities	<u>359,871,580</u>	<u>180,533,294</u>
Other Liabilities		
Deferred Revenue	9,213,015	8,590,791
Other Liabilities	18,048,197	17,472,797
Total Other Liabilities	<u>27,261,212</u>	<u>26,063,588</u>
Total Liabilities	405,300,170	215,722,918
Net Assets		
Retained Earnings	(81,019,263)	(76,598,822)
Net Income (Loss)	(485,062)	(136,346)
Total Net Assets	<u>(81,504,325)</u>	<u>(76,735,168)</u>
Total Liabilities and Net Assets	<u>\$ 323,795,845</u>	<u>\$ 138,987,750</u>

Samaritan Housing Foundation, Inc
Profit and Loss - Actual vs. Budget - MTD and YTD
Summary

	Month Ending 03/31/2022			Year To Date 03/31/2022		
	Actual	2022 Budget	Variance FAV/(UNFAV)	Actual	2022 Budget	Variance FAV/(UNFAV)
Operating Net Income						
Gross Profit						
Revenue						
Revenue - Resident Monthly Fees	1,038,877	1,128,460	(89,583)	3,266,186	3,388,080	(121,894)
Revenue - Other Resident Services	84,588	84,620	(33)	249,499	253,860	(4,362)
Revenue - Other Non-Resident	8,021	7,983	38	19,382	23,949	(4,567)
Total Revenue	<u>1,131,486</u>	<u>1,221,063</u>	<u>(89,577)</u>	<u>3,535,067</u>	<u>3,665,889</u>	<u>(130,822)</u>
Gross Profit	<u>1,131,486</u>	<u>1,221,063</u>	<u>(89,577)</u>	<u>3,535,067</u>	<u>3,665,889</u>	<u>(130,822)</u>
Operating Expenses						
General and Administrative Expenses						
Charitable Contributions	56,173	56,243	70	175,724	168,729	(6,995)
Computer Processing Expenses	12,223	25,871	13,648	61,080	61,940	20,860
Debt Service	0	0	0	(8,000)	0	8,000
Finance Charges	1,843	682	(1,161)	4,020	2,046	(1,974)
Travel, Meals and Entertainment	586	2,600	2,015	586	4,390	3,805
Office Equipment, Supplies & Printing	4,362	11,814	7,451	17,621	32,438	14,816
Total General and Administrative Expenses	<u>75,187</u>	<u>97,210</u>	<u>22,022</u>	<u>251,031</u>	<u>289,543</u>	<u>38,511</u>
Marketing and Advertising Expenses	43,512	66,106	22,594	111,139	193,318	82,180
Payroll and Related Expenses						
Benefits	39,233	48,082	8,830	133,420	145,605	12,186
Compensations	426,949	469,615	42,667	1,228,484	1,332,527	104,043
Payroll Expenses	46,979	40,157	(6,822)	159,905	115,045	(44,860)
Total Payroll and Related Expense	<u>513,161</u>	<u>557,834</u>	<u>44,674</u>	<u>1,521,809</u>	<u>1,593,177</u>	<u>71,368</u>
Utilities and Facilities						
Facilities	34,930	48,464	13,534	118,480	125,252	6,772
Repairs and Maintenance	47,285	37,959	(9,326)	120,443	111,277	(9,167)
Utilities	62,519	59,269	(3,250)	192,447	186,202	(6,244)
Total Utilities and Facilities	<u>144,734</u>	<u>145,692</u>	<u>957</u>	<u>431,370</u>	<u>422,731</u>	<u>(8,639)</u>
Operating and Maintenance Expenses						
Automobile Expenses	755	2,642	1,888	4,605	7,926	3,321
Interdepartmental Transactions	0	(33)	(33)	0	(199)	(199)
Professional Services	66,844	90,235	23,390	196,406	198,731	2,325
Other Operating Expense	76,361	72,328	(4,033)	197,750	210,914	13,164
Reimbursed Resident Services	(5,197)	(5,757)	(560)	(9,146)	(17,271)	(8,125)
Total Operating and Maintenance Expenses	<u>138,763</u>	<u>159,415</u>	<u>20,652</u>	<u>389,615</u>	<u>400,101</u>	<u>10,486</u>
Taxes and Insurance	29,768	30,144	377	83,998	90,434	6,435
Total Operating Expenses	<u>945,125</u>	<u>1,056,401</u>	<u>111,276</u>	<u>2,788,962</u>	<u>2,989,304</u>	<u>200,342</u>
Total Operating Net Income	<u>186,361</u>	<u>164,662</u>	<u>21,699</u>	<u>746,105</u>	<u>676,585</u>	<u>69,520</u>
Other Income (Expense)						
Other Income						
Interest Income	(18,420)	29,741	(48,161)	(352,554)	89,223	(441,777)
Total Other Income	<u>(18,420)</u>	<u>29,741</u>	<u>(48,161)</u>	<u>(352,554)</u>	<u>89,223</u>	<u>(441,777)</u>
Other Expense						
Interest Expenses	(393,155)	(426,731)	33,576	(1,192,216)	(1,322,277)	130,061
Total Other Expense	<u>(393,155)</u>	<u>(426,731)</u>	<u>33,576</u>	<u>(1,192,216)</u>	<u>(1,322,277)</u>	<u>130,061</u>
Depreciation and Amortization Expense						
Depreciation	(233,206)	(294,611)	61,405	(798,530)	(883,833)	85,303
Amortization	(26,642)	(20,972)	(5,670)	(74,327)	(62,916)	(11,411)
Total Depreciation and Amortization Expense	<u>(259,848)</u>	<u>(315,583)</u>	<u>55,735</u>	<u>(872,857)</u>	<u>(946,749)</u>	<u>73,892</u>
Total Other Income (Expense) Net	<u>(671,423)</u>	<u>(712,573)</u>	<u>41,150</u>	<u>(2,417,627)</u>	<u>(2,179,803)</u>	<u>(237,824)</u>
Net Income (Loss)	<u>(485,062)</u>	<u>(547,911)</u>	<u>62,849</u>	<u>(1,671,522)</u>	<u>(1,503,219)</u>	<u>(168,304)</u>

Samaritan Housing Foundation, Inc
Statement of Cash Flows - MTD and YTD
Summary

	Month Ending 03/31/2022	01/01/2022 Through 03/31/2022
Cash Flows from Operating Activities:		
Net Income (Loss)	(485,062)	(1,671,522)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	233,205	798,530
Changes in Operating Assets and Liabilities:		
Changes in Net Accounts Receivable	(14,721)	(1,241)
Changes in Prepaid Expenses and Other Assets	(6,244,627)	(4,627,604)
Changes to Accounts Payable	(1,108,956)	685,821
Changes to Sales and Used Tax Payable	89	(100)
Changes to Accrued Liabilities and Other Liabilities	1,453,206	4,356,434
Changes to Deferred Revenue	266,931	372,408
Net cash provided by operating Activities	(5,899,935)	(87,274)
Cash Flows from Investing Activities		
Capital Expenditures	(3,119,212)	(7,352,953)
Purchase of long term investments and other assets	(983,582)	(1,782,973)
Net cash provided by investing activities	(4,102,794)	(9,135,926)
Cash Flows from Financing Activities		
Changes in Debt Proceeds	10,108,709	10,676,991
Net cash provided by financing activities	10,108,709	10,676,991
Net increase (decrease) in cash	105,980	1,453,791
Cash - Beginning of Period	11,791,649	10,443,839
Cash - End of Period	11,897,630	11,897,630

Exhibit 5

Financial Projections

[see attached]

**Samaritan Housing Foundation, Inc.
d/b/a Searstone Retirement Community**

Compilation of a Financial Projection

**For each of the Five Years Ending
December 31, 2026**

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

Samaritan Housing Foundation, Inc. d/b/a Searstone Retirement Community

Compilation of a Projection

Five Years Ending December 31, 2026

TABLE OF CONTENTS

Independent Accountants' Compilation Report.....	1
Projected Financial Statements:	
Projected Statements of Operations and Changes in Net Deficit	2
Projected Statements of Cash Flows	3
Projected Balance Sheets.....	4
Summary of Significant Projection Assumptions and Accounting Rationale	6



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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Samaritan Housing Foundation, Inc. d/b/a Searstone Retirement Community
Cary, North Carolina

Management of Samaritan Housing Foundation, Inc. d/b/a Searstone Retirement Community (the "Corporation") is responsible for the accompanying financial projection of the Corporation, which comprises projected balance sheets as of and for each of the five years ending December 31, 2026, the related projected statements of operations and changes in net deficit and cash flows for each of the years then ending, and the related summaries of significant assumptions and rationale in accordance with guidelines for the presentation of a financial projection established by the American Institute of Certified Public Accountants ("AICPA").

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

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

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

- The New Independent Living Units and New Health Center are successfully marketed and occupied at assumed occupancy levels and that adequate demand for services exists to support the assumed utilization;
- Residents of the New Independent Living Units select the entrance fee refundability and health care benefit options at the contract mix assumed;
- Construction, development, marketing and other related costs for the Project in the assumed timeline and at the assumed costs; and,
- The Series 2023 Bonds are issued at the assumed date of financing.

There will usually be differences between the projected and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

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

Dixon Hughes Goodman LLP

Atlanta, Georgia
May 23, 2022

**SAMARITAN HOUSING FOUNDATION, INC. D/B/A SEARSTONE RETIREMENT
COMMUNITY**

Projected Statements of Operations and Changes in Net Deficit
For the Years Ending December 31,
(In Thousands)

	2022	2023	2024	2025	2026
Revenues:					
Service Fees:					
Independent living	\$ 10,374	\$ 10,638	\$ 16,121	\$ 21,533	\$ 23,091
Assisted living	610	633	918	1,432	1,929
Skilled nursing	1,275	1,323	1,612	2,111	2,591
Other revenues	1,111	1,140	1,400	1,678	1,800
Amortization of advance fees	1,240	1,540	2,379	3,089	3,255
Investment income	357	442	1,242	1,236	975
Total Revenues	14,967	15,716	23,672	31,079	33,641
Expenses:					
General and administrative expenses	1,282	1,342	1,794	2,099	2,227
Marketing and advertising expenses	1,918	1,352	788	811	836
Payroll and related expenses	5,831	6,303	8,596	8,996	10,041
Utilities and facilities expenses	1,668	1,869	2,722	2,826	2,917
Operating and maintenance expenses	1,804	1,949	3,051	3,604	3,878
Taxes and insurance	323	356	491	507	521
Total Operating Expenses	12,826	13,171	17,442	18,843	20,420
Interest Expense	5,365	6,522	10,942	9,632	9,155
Depreciation	3,256	3,916	7,153	7,217	7,285
Amortization-deferred marketing costs	48	48	38	-	-
Total Expenses	21,495	23,657	35,575	35,692	36,860
Net operating losses	(6,528)	(7,941)	(11,903)	(4,613)	(3,219)
Loss on extinguishment of Existing Bonds:					
Redemption premium on the Series 2016 Bonds and Series 2017 Bonds	(320)	(2,905)	-	-	-
Unamortized original issue discount	(457)	(996)	-	-	-
Unamortized deferred financing costs	(469)	(815)	-	-	-
Change in net deficit	(7,774)	(12,657)	(11,903)	(4,613)	(3,219)
Net deficit, beginning of year	(79,866)	(87,640)	(100,297)	(112,200)	(116,813)
Net deficit, end of year	\$ (87,640)	\$ (100,297)	\$ (112,200)	\$ (116,813)	\$ (120,032)

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

**SAMARITAN HOUSING FOUNDATION, INC. D/B/A SEARSTONE RETIREMENT
COMMUNITY**

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

	2022	2023	2024	2025	2026
Operating activities:					
Change in net deficit	\$ (7,774)	\$ (12,657)	\$ (11,903)	\$ (4,613)	\$ (3,219)
Adjustments to reconcile change in net deficit to net cash provided by (used in) operating activities:					
Loss on extinguishment of Existing Bonds	1,246	4,716	-	-	-
Proceeds from nonrefundable advance fees-initial	-	2,607	6,254	1,158	217
Proceeds from nonrefundable advance fees-turnover	1,049	1,030	1,209	1,539	1,787
Depreciation	3,256	3,916	7,153	7,217	7,285
Amortization of deferred marketing costs	48	48	38	-	-
Amortization of original issue discount/premium	183	46	25	25	25
Amortization of deferred financing costs	297	337	351	351	351
Amortization of advance fees	(1,240)	(1,540)	(2,379)	(3,089)	(3,255)
Net change in:					
Accounts receivable	(57)	(2)	(43)	(46)	(18)
Prepaid expenses	(76)	(10)	(120)	(39)	(45)
Accounts payable	(1,603)	14	176	57	65
Accrued interest payable	(296)	314	(138)	(39)	(6)
Deferred Management Fees	-	-	22	-	-
Net cash provided by (used in) operating activities	(4,967)	(1,181)	645	2,521	3,187
Investing activities:					
Purchase of property and equipment - Project	(85,510)	(51,169)	-	-	-
Capitalized interest	(6,416)	(5,178)	-	-	-
Routine capital additions	(562)	(470)	(621)	(656)	(700)
(Increase) decrease in unrestricted assets limited to use	(325)	2,959	(1,840)	(7,850)	4,443
Purchase (sale) of investments	412	(5,650)	2,223	(2,108)	(22,754)
Net cash used by investing activities	(92,401)	(59,508)	(238)	(10,614)	(19,011)
Financing activities:					
Proceeds from Series 2022 Bonds	9,000	-	-	-	-
Proceeds from Series 2023 Bonds	-	75,550	-	-	-
Original issue discount - Series 2022 Bonds	(500)	-	-	-	-
Original issue premium - Series 2023 Bonds	-	2,247	-	-	-
Deferred financing costs	(293)	(1,423)	-	-	-
Redemption premium on the Series 2016 Bonds and Series 2017 Bonds	(320)	(2,905)	-	-	-
Payment of Series 2016 Bonds	(8,000)	-	-	-	-
Payment of Series 2017A Bonds	(75)	(71,525)	-	-	-
Payment of Series 2017B Bonds	(1,090)	(2,320)	-	-	-
Payment of Series 2022 Bonds	-	(25)	(25)	(25)	(30)
Payment of Series 2021B Bonds	-	-	(22,970)	(45,610)	-
Payment of Series 2021C Bonds	-	-	(5,295)	-	-
Payment of Series 2023 Bonds	-	-	(1,315)	(1,375)	(1,450)
Change in resident deposits	32	(1,425)	(6,063)	(1,169)	(227)
Change in Subordinate Obligations	575	575	575	575	575
Refundable entrance fees received-initial	-	21,476	53,924	10,019	1,898
Refundable entrance fees received-turnover	9,439	9,255	10,639	13,187	15,130
Entrance fee refunds	(6,080)	(6,826)	(8,684)	(9,968)	(10,670)
Net cash provided by (used in) financing activities	2,688	22,654	20,786	(34,366)	5,226
Net change in cash, cash equivalents, and restricted cash	\$ (94,680)	\$ (38,035)	\$ 21,193	\$ (42,459)	\$ (10,598)
Cash, cash equivalents, and restricted cash, beginning of year	179,867	85,187	47,152	68,345	25,886
Cash, cash equivalents, and restricted cash, end of year	\$ 85,187	\$ 47,152	\$ 68,345	\$ 25,886	\$ 15,288
Reconciliation of cash, cash equivalents, and restricted cash:					
Cash and cash equivalents	1,054	1,083	1,434	1,549	1,678
Assets whose use is limited					
Resident Deposits	9,201	7,776	1,713	544	317
Held by trustee	74,932	38,293	65,198	23,793	13,293
Cash, cash equivalents, and restricted cash, end of year	85,187	47,152	68,345	25,886	15,288

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

**SAMARITAN HOUSING FOUNDATION, INC. D/B/A SEARSTONE RETIREMENT
COMMUNITY**

Projected Balance Sheets
For the Years Ending December 31,
(In Thousands)

	2022	2023	2024	2025	2026
Assets					
Current assets:					
Cash and cash equivalents	1,054	1,083	1,434	1,549	1,678
Assets limited as to use, current portion	967	1,013	1,297	1,425	2,179
Accounts receivable	92	94	137	183	201
Sales tax receivable	48	48	48	48	48
Prepaid expenses	361	371	491	530	575
Total current assets	2,522	2,609	3,407	3,735	4,681
Investments	3,006	8,656	6,433	8,541	31,295
Assets limited as to use:					
Resident Deposits	317	317	317	317	317
Resident Deposits - Project	8,884	7,459	1,396	227	-
Project Fund - Series 2021 Bonds	50,263	-	-	-	-
Funded Interest Fund - Series 2021 Bonds	8,959	2,745	-	-	-
Entrance Fee Fund	-	6,597	38,664	6,159	-
Working Capital Fund	-	7,642	5,095	5,095	-
Parity Debt Service Reserve Fund	11,159	11,114	11,114	11,114	11,114
Debt Service Reserve Fund - Series 2021B/C Bonds	2,082	2,082	1,928	-	-
Statutory Operating Reserve Fund - Trustee Held	-	7,100	7,100	-	-
Statutory Operating Reserve Fund	2,959	-	1,840	9,690	5,247
Interest Reserve	1,502	-	-	-	-
Bond Fund	967	1,013	1,297	1,425	2,179
Total assets limited as to use	87,092	46,069	68,751	34,027	18,857
Less: current portion	(967)	(1,013)	(1,297)	(1,425)	(2,179)
Assets limited as to use, less current portion	86,125	45,056	67,454	32,602	16,678
Property and equipment, net	206,684	259,585	253,053	246,492	239,907
Deferred marketing costs, net	86	38	-	-	-
Total non-current assets	292,895	304,679	320,507	279,094	256,585
Total assets	\$298,423	\$315,944	\$ 330,347	\$ 291,370	\$ 292,561

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

**SAMARITAN HOUSING FOUNDATION, INC. D/B/A SEARSTONE RETIREMENT
COMMUNITY**

Projected Balance Sheets (continued)
For the Years Ending December 31,
(In Thousands)

	2022	2023	2024	2025	2026
Liabilities and Net Deficit					
Current liabilities:					
Accounts payable	\$ 527	\$ 541	\$ 717	\$ 774	\$ 839
Accrued interest payable	89	403	265	226	220
Resident deposits	934	934	934	934	934
Resident deposits - Project	8,884	7,459	1,396	227	-
Current portion of long-term debt	1,235	29,605	47,010	1,480	3,005
Other liabilities	1,001	1,001	1,001	1,001	1,001
Total current liabilities	12,670	39,943	51,323	4,642	5,999
Long-term liabilities:					
Deferred Management Fees	-	-	22	22	22
Subordinate Obligations	18,479	19,054	19,629	20,204	20,779
Long-term debt, less current portion - Series 2017A Bonds	71,450	-	-	-	-
Long-term debt, less current portion - Series 2017B Bonds	1,185	-	-	-	-
Long-term debt, less current portion - Series 2021A Bonds	106,180	106,180	106,180	106,180	104,730
Long-term debt, less current portion - Series 2021B Bonds	68,580	45,610	-	-	-
Long-term debt, less current portion - Series 2021C Bonds	5,295	-	-	-	-
Long-term debt, less current portion - Series 2022 Bonds	8,975	8,950	8,925	8,895	8,865
Long-term debt, less current portion - Series 2023 Bonds	-	74,235	72,860	71,410	69,885
Deferred financing costs	(5,028)	(5,299)	(4,948)	(4,597)	(4,246)
Original issue discount	(3,499)	(2,350)	(2,197)	(2,044)	(1,891)
Original issue premium	-	2,140	2,012	1,884	1,756
Long-term debt payable, net	271,617	248,520	202,483	201,954	199,900
Refundable entrance fees	93,127	117,031	172,910	186,147	192,505
Deferred revenue from advance fees	8,649	10,747	15,831	15,440	14,189
Total long-term liabilities	373,393	376,298	391,224	403,541	406,594
Total liabilities	386,063	416,241	442,547	408,183	412,593
Net deficit					
Without donor restrictions	(87,797)	(100,454)	(112,357)	(116,970)	(120,189)
With donor restrictions	157	157	157	157	157
Net deficit	(87,640)	(100,297)	(112,200)	(116,813)	(120,032)
Total liabilities and net deficit	\$298,423	\$315,944	\$ 330,347	\$ 291,370	\$ 292,561

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

Samaritan Housing Foundation, Inc. d/b/a Searstone Retirement Community

Summary of Significant Projection Assumptions and Rationale

Basis of Presentation

The accompanying financial projection presents, to the best of the knowledge and belief of management of Samaritan Housing Foundation, Inc. (the "Corporation") and Searstone - RLA, Inc. (the "Manager" and collectively with the Corporation, "Management"), the expected financial position, results of operations, and cash flows of the Corporation as of and for each of the five years ending December 31, 2026. Accordingly, the accompanying financial projection reflects Management's judgment as of May 23, 2022, the date of this projection, of the expected conditions and its expected course of action during the projection period. However, even if the hypothetical assumptions described below occur, there will usually be differences between the projection and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The accompanying projection and this report were prepared for inclusion in the Corporation's annual disclosure statement in accordance with Chapter 58, Article 64, of the North Carolina General Statutes. Accordingly, this report should not be used for any other purpose. The assumptions disclosed herein are those that Management believes are significant to the prospective financial statements.

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

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

- The New Independent Living Units and the New Health Center (defined later in this report) are successfully marketed and occupied at assumed occupancy levels and that adequate demand for services exists to support the assumed utilization;
- Residents of the New Independent Living Units select the entrance fee refundability and health care benefit options at the contract mix assumed;
- Construction, development, marketing and other related costs for the Project (defined later in this report) occur in the assumed timeline and at the assumed costs; and,
- The Series 2023 Bonds (defined later in this report) are issued at the assumed date of financing.

Background of the Corporation

The Corporation was incorporated in 1999 as a non-profit corporation under the laws of Georgia and is qualified to do business in North Carolina. The Corporation was formed to acquire real property and to develop, market and operate the property as a continuing care retirement community in Cary, North Carolina, known as Searstone Retirement Community ("Searstone" or, the "Community").

The Corporation is governed by a nine-member Board of Directors (the "Directors"). None of the Directors have an ownership interest or an equitable or beneficial interest in the Corporation or its assets. Directors serve one-year terms, with no limit on the number of terms that may be served and are elected annually by the then Directors at its annual meeting.

See Independent Accountants' Compilation Report

Description of the Community

Searstone is located in Cary, North Carolina on approximately 41 acres near High House Road at Davis Drive. The first residential units were available for occupancy in November 2013. The Community is open to people age 62 and older, and currently consists of 131 apartments (the "Existing Independent Living Apartments"), 38 estate homes (the "Existing Independent Living Homes" and collectively with the Existing Independent Living Apartments, the "Existing Independent Living Units"), 14 assisted living units (the "Existing Assisted Living Units") and a nursing facility which includes 25 skilled nursing beds (the "Existing Skilled Nursing Beds"). The adult care home and skilled nursing accommodations are provided in the health center called "Brittany Place." The Existing Assisted Living Units and the Existing Skilled Nursing Beds are collectively referred to as the "Existing Healthcare Center."

The Community also features common areas including multiple dining options, clubhouse, a spa/wellness center with an indoor pool, a library/business center, an arts and crafts studio, living areas, a club room, gardens, walking trails, and other spaces.

The following table summarizes the types of units, approximate square footage, monthly fees ("Monthly Fees") and entrance fees ("Entrance Fees") for the Existing Independent Living Units.

Table 1
Existing Independent Living Unit Configuration

Unit Configuration	Number of Units	Square Footage	Entrance Fee ⁽¹⁾⁽²⁾	Monthly Fee ⁽¹⁾⁽³⁾
Apartments				
<i>One Bedroom, with One Bath</i>				
Asturian	14	934 – 1,097	\$475,000 – 490,000	\$3,550 – 3,790
Breton	4	1,039	\$457,000	\$3,740
Galacian	6	1,165	\$475,000	\$4,380
<i>One Bedroom, with One & ½ Bath</i>				
Finnhorse	4	1,280	\$501,000	\$4,500
Belgian	4	1,194 – 1,356	\$511,000 – 528,000	\$4,380 – 4,610
Clydesdale/Danube	8	1,394	\$553,000	\$4,833
<i>Two Bedroom, Two Bath</i>				
Buckskin	22	1,247 – 1,367	\$517,000 - \$548,833	\$4,440 – 4,610
Buckskin Terrace	2	1,755	\$657,000	\$6,390
Hackney	5	1,491	\$584,000	\$5,686
Shetland	8	1,562	\$646,000	\$5,880
Dartmoor	12	1,784	\$680,000	\$6,390
Highland	8	1,910	\$699,750	\$6,480
<i>Two Bedroom, Two Bath, Den</i>				
Haflinger/Highland II	13	1,845	\$680,538	\$6,358
Campolina/Caspian	5	2,018	\$816,400	\$6,650
Caspian	1	1,811	\$816,000	\$6,430
Pegasus	8	1,853	\$695,000	\$6,450
Appaloosa	1	2,085	\$755,000	\$6,690
Estonian	6	2,275	\$804,000	\$7,050
Total/Weighted Average-Apts	131	1,532	\$608,550	\$5,380
Cottages				
<i>Two Bedroom, Two Bath</i>				
Jutland	10	1,862	\$678,400	\$6,462
Murgese	10	1,902	\$794,000	\$6,480
Lipizzan	2	2,082	\$788,500	\$6,690
Selle/Shire	4	2,193	\$915,500	\$6,950
Nordland	2	2,406	\$891,000	\$7,280
Morgan	2	1,999	\$769,000	\$6,620
Percheron	2	2,558	\$891,000	\$7,390
Murgese III	6	3,914	\$977,000	\$7,925
Total/Weighted Average-Homes	38	2,315	\$813,868	\$6,861
TOTAL/AVERAGES	169	1,708	\$654,716	\$5,713
Second person fees				\$1,590

Source: Management

Notes to the Table:

- (1) The Entrance Fee and Monthly Fee pricing is effective as of January 1, 2022.
- (2) Management initially offered two 100 percent refundable Entrance Fee plans: a lifecare plan (“Type A Plan”) and a fee for service plan (“Type C Plan”). Pricing for the Type A Plan, shown in the table above, is the only plan currently offered to new residents and includes a non-refundable \$68,000 life care fee (the “Life Care Fee”). Second persons would also pay the Life Care Fee for the Type A plan.
- (3) Management offers two resident service packages: The “Gold Package” and the “Platinum Package.”
 - a. The Monthly Fees shown in the table above reflect the Gold Package. The Gold Package provides for a \$235 meal credit per person per month and monthly housekeeping.
 - b. The Monthly Fees for the Platinum Package are an additional \$330 per month for one resident (plus an additional \$218 for a second person) (the “Platinum Monthly Fee”) and provides for a \$470 meal credit per person per month and weekly housekeeping.

The Healthcare Center

Admittance to the Assisted Living Units (defined later in this report) and the Skilled Nursing Beds (defined later in this report) is restricted to those residents who have signed a Residency Agreement (hereinafter defined) and are transferring from an Independent Living Unit (defined later in this report).

The following table summarizes the type, number, approximate square footage, and the Monthly Fees and daily fees (the “Daily Fees”) for the Existing Healthcare Center:

	Number of Units	Square Footage	Entrance Fee	Monthly/Daily Fee ⁽¹⁾⁽²⁾⁽³⁾
Existing Assisted Living Units	14	527	Not applicable	\$7,331
Existing Skilled Nursing Beds	25	291	Not applicable	\$451 / day
Total	39			

Source: Management

- (1) Pricing is effective as of January 1, 2022.
- (2) Monthly and Daily Fees reflects the Gold Package for the Type C Plan.
- (3) Residents who have selected the Type A Plan and are temporarily or permanently transferred to the Existing Healthcare Center will continue to pay their Independent Living Unit Monthly Fee. Under the Platinum Package, Residents receive three meals per day for an additional \$939 per month. Residents who selected the Type C Plan and are temporarily or permanently transferred to the Healthcare Center would pay the then current Monthly Fee for assisted living or Daily Fee for nursing care services which includes three meals per day.

Description of the Project

Management engaged Greenbrier Development, LLC (the “Development Consultant”) to assist in the development and construction of a second phase expansion to the Community to be known as “The Highview at Searstone” (the “Project”). The Project is currently under construction and upon completion, will include 152 additional independent living units (the “New Independent Living Units”), 29 additional assisted living units (the “New Assisted Living Units”), of which there will be 14 memory care assisted living units (the “Memory Care Units”), and 24 additional skilled nursing beds (the “New Skilled Nursing Beds”). In addition, the Project is to include multiple new dining venues, a multi-purpose area with capacity for up to 350 people, an underground parking garage, new green spaces and landscaping improvements and renovation to the current clubhouse to repurpose the common areas.

The following table summarizes the unit types, approximate square footage, Entrance Fees and Monthly Fees for the New Independent Living Units.

Table 3
New Independent Living Unit Configuration

Unit Configuration	Number of Units	Square Footage	Entrance Fee ⁽¹⁾⁽²⁾⁽³⁾	Monthly Fee ⁽¹⁾
<i>One Bedroom</i>				
Meredith	1	937	\$483,595	\$3,595
Shaw	4	1,032	\$528,745	\$3,795
Freelon	5	1,067	\$543,865	\$3,995
Finley	16	1,148	\$579,670	\$4,195
Merritt	4	1,187	\$612,745	\$4,395
Frazier	1	1,235	\$614,845	\$4,495
Murray	4	1,248	\$621,145	\$4,595
McFadden	3	1,260	\$657,290	\$4,595
Burke	4	1,304	\$675,990	\$4,695
<i>Two Bedroom</i>				
Franklin	14	1,339	\$709,304	\$4,895
Madison	4	1,398	\$744,190	\$4,995
Demille	8	1,411	\$736,490	\$5,095
Taylor	7	1,419	\$694,645	\$5,095
Alston	4	1,487	\$760,690	\$5,395
Gardner	16	1,522	\$778,359	\$5,395
Simone	6	1,522	\$745,745	\$5,495
Brinkley	8	1,561	\$787,365	\$5,595
Miller	1	1,656	\$818,990	\$5,795
Walter	6	1,641	\$832,923	\$5,795
Valvano	4	1,651	\$838,515	\$5,895
Ogle	1	1,663	\$838,790	\$5,895
Wolfe	12	1,681	\$926,057	\$5,895
Timberlake	4	1,714	\$939,440	\$5,995
Bennett	4	1,743	\$882,790	\$5,995
Page	4	1,761	\$952,090	\$6,195
Coltrane	3	1,794	\$903,323	\$6,195
Yates	4	1,943	\$1,019,740	\$6,595
TOTAL/AVERAGES	152	1,449	\$748,411	\$5,184
Second Person Fees				\$1,550

Source: Management and the Development Consultant

- (1) Entrance Fees and Monthly Fees shown are in 2023 dollars. Entrance Fees shown are for the 100 percent refundable Type A plan, which includes a non-refundable \$70,000 Life Care Fee. Second persons would pay the non-refundable \$70,000 life care fee if a Type A plan is chosen..
- (2) In addition to the 100 percent refundable Type A plan shown above, Management also offers a 50 percent refundable and zero percent refundable Type A plan with Entrance Fees approximately 25 percent and 40 percent lower, respectively, than the 100 percent refundable Type A plan.
- (3) In addition to the Type A plans, Management also offers a 90 percent refundable Type C plan. The Entrance Fees for the Type C plan are expected to range from \$414,000 to \$606,000 for one-bedroom apartments and \$639,000 to \$950,000 for two-bedroom apartments.

See Independent Accountants' Compilation Report

The Existing Independent Living Units and the New Independent Living Units are collectively referred to as the “Independent Living Units”.

The New Healthcare Center

The following table summarizes the type, number, approximate square footage, and the Monthly/Daily Fees for the New Assisted Living Units, Memory Care Units and New Skilled Nursing Beds (collectively, the “New Healthcare Center”):

	Number of Units	Square Footage	Entrance Fee	Monthly/Daily Fee ⁽¹⁾
New Assisted Living Units (non-Memory Care)	15	550	Not applicable	\$7,148/month
Memory Care Units	14	391	Not applicable	\$7,500/month
New Skilled Nursing Beds	24	410	Not applicable	\$469/day
Total	53			

Source: Management and the Development Consultant

(1) Monthly/Daily Fees are shown in 2023 dollars.

The Existing Assisted Living Units and the New Assisted Living Units are collectively referred to as the “Assisted Living Units.” The Existing Skilled Nursing Beds and New Skilled Nursing Beds are collectively referred to as the “Skilled Nursing Beds.” The Assisted Living Units, Memory Care Units, and Skilled Nursing Beds are collectively referred to as the “Healthcare Center”.

In November 2021, the Corporation issued \$106,180,000 of unrated tax-exempt fixed rate long term bonds (the “Series 2021A Bonds”), \$68,580,000 of unrated tax-exempt entrance fee principal redemptions bonds (the “Series 2021B Bonds”), and \$5,295,000 of unrated taxable entrance fee principal redemption bonds (the “Series 2021C Bonds” and collectively with the Series 2021A Bonds and the Series 2021B Bonds the “Series 2021 Bonds”), to refund existing debt and pay for the construction costs and other related project costs associated with the Project.

The following table summarizes the number of units by level of care before and after the completion of the Project.

Table 5
Number of Units/Beds Before and After the Project

Unit Type	Existing	Added	Upon Completion
Independent Living Apartments	131	152	283
Independent Living Cottages	38	–	38
Assisted Living Units (non-Memory Care)	14	15	29
Memory Care Units	–	14	14
Skilled Nursing Beds	25	24	49
Total	208	205	413

Source: Management and the Development Consultant

Timeline

The following table illustrates the timeline for financing, construction completion and fill-up of the Project.

Table 6
Development Timeline

Obtained financing of the Series 2021 Bonds	November 2021
Construction on the Project commenced	November 2021
New Independent Living Units available for occupancy	November 2023
New Health Center available for occupancy	December 2023
New Independent Living Units achieve stabilized occupancy of 95%	April 2026
New Assisted Living Units (non-Memory Care) achieve stabilized occupancy of 85%	November 2028
Memory Care Units achieves stabilized occupancy of 85% ⁽¹⁾	November 2028
New Skilled Nursing Beds achieve stabilized occupancy of 85% ⁽¹⁾	November 2028

Source: Management and the Development Consultant

(1) The New Assisted Living Units, New Memory Care Units and New Skilled Nursing Beds are anticipated to reach 85 percent occupancy in November 2028, which is outside of the projection period.

Significant Agreements

Management Agreement

The Manager is affiliated with Retirement Living Associates, Inc. which provides professional management, marketing, development, consulting and advisory services to senior living communities in North Carolina, South Carolina, and Florida.

In 2011, the Corporation entered into a management agreement with the Manager (the "Initial Management Agreement"). The Initial Management Agreement terminated September 30, 2020. As of December 31, 2020, the Manager has deferred \$400,000 of prior management fees and incentive fee (the "Deferred Management Fees") related to the Initial Management Agreement. Pursuant to the Initial Management Agreement, \$400,000 is the maximum level of Deferred Management Fees allowed. Management assumes no change to the Deferred Management Fee balance related to the Initial Management Agreement during the projection period. The Deferred Management Fees accrue interest at 6.0 percent, the payment of which is also to be deferred ("Interest Payable – Deferred Management Fees").

The Corporation entered into a new management agreement with the Manager for a term which commenced on October 1, 2020 (the "2020 Management Agreement") and terminates on December 31, 2030. Pursuant to the terms of the 2020 Management Agreement, the Manager is responsible for the management of the Independent Living Units, Healthcare Center, and non-clinical aspects of the Community, including staffing, accounting, and general administrative services. As compensation for services rendered, the Corporation is expected to pay the Manager a base management fee (the "Base Management Fee") and an incentive fee (the "Incentive Fee" and collectively with the Base Management Fee, the "Management Fee").

Pursuant to the Management Agreement, the Base Management Fee is paid in the amount of approximately \$27,500 per month during months 1-60 of the term of the 2020 Management Agreement and \$31,000 per month during months 61-123 of the term of the 2020 Management Agreement. Upon issuance by the Town of Cary of a permanent certificate of occupancy for the New Independent Living Units, the amounts described above are to increase to \$36,575 per month for the months of 1-60 of the term of the 2020 Management Agreement and to \$41,230 per month for months 61-123 of the term of the 2020 Management Agreement.

The Incentive Fee is to be equal to the lesser of 1.00% of the Independent Living Monthly Fee Revenues collected with respect to the Community or 20.0% of the then applicable Base Management Fee.

Commencing with the calendar year beginning on January 1, 2022, and for all subsequent calendar years, any increase in the Base Management Fee payable with respect to such calendar year over the Base Management Fee payable with respect to the prior calendar year may not exceed \$68,500, and the amount of the Base Management Fee with respect to such calendar year in excess of such maximum is a Deferred Management Fee, payable in the event of termination of the 2020 Management Agreement on or before December 31, 2027.

The Management Fee assumed to be paid to the Manager in association with the Management Agreement is summarized in the following table.

Years Ending December 31,	2022	2023	2024	2025	2026
Base Management Fee	\$ 330	\$ 348	\$ 439	\$ 453	\$ 495
Incentive Management Fee	66	68	173	270	311
Total Management Fees	396	416	612	723	806
Deferred Management Fees	\$ -	\$ -	\$ 22	\$ -	\$ -

Source: Management

Development Consulting Agreement

The Corporation and the Development Consultant entered into a development consulting services agreement, dated May 3, 2019 (the “Development Consulting Agreement”), whereby the Development Consultant is required to provide certain development and consulting services in connection with planning, financing, construction, marketing and opening of the Project.

The Development Consultant is also to be responsible for the marketing and initial occupancy of the Project until the New Independent Living Units achieve occupancy of 93.0 percent (“Project Stabilized Occupancy”).

As compensation for services rendered pursuant to the Development Consulting Agreement, the Development Consultant earns a development consulting fee consisting of a base development consulting fee (the “Base Development Fee”) and a marketing fee (the “Marketing Fee”) (collectively referred to as the “Development Consulting Fee”). Based on the project budget as provided by Management and the Development Consultant, the total Development Consulting Fees paid would approximate \$9,172,000, which includes a Base Development Fee of approximately \$7,582,000, and a Marketing Fee of approximately \$1,590,000.

The Corporation is also expected to pay an administrative fee and reimburse the Development Consultant for all reasonable out-of-pocket travel expenses for personnel employed by the Development Consultant and costs of employing the Project’s marketing and sales staff.

Reservation Agreement and Residency Agreement

To be accepted for admission to an Independent Living Unit, a prospective resident must be at least 62 years of age (or if a couple, one person is at least 62 years of age and the other person must be at least 55 years of age) at the time residency is established and exhibit the ability to live independently and meet their financial obligations as residents of the selected Independent Living Unit.

Reservation Agreement

To reserve an Independent Living Unit, a prospective resident is required to execute a reservation agreement (the “Reservation Agreement”), provide self-disclosure of his or her health and finances, and place a deposit equal to 10 percent of the Entrance Fee (the “Entrance Fee Deposit”) on the selected Independent Living Unit (the “Depositor”). The remaining 90 percent of the Entrance Fee is due prior to the occupancy date (the “Occupancy Date”) of the Independent Living Unit, but in no event later than 60 days following the date upon which the resident (hereinafter defined) received notice from the Corporation that the selected residence is available for residency. The Reservation Agreement reserves the right of the prospective resident to choose the selected Independent Living Unit and indicate his or her intent to execute a residency agreement (the “Residency Agreement”).

Residency Agreement

The Residency Agreement is a contract under which the Corporation is obligated, upon payment by the resident of an Entrance Fee and ongoing payments of the Monthly Fee to the Corporation, to provide certain services for life to the resident. Under the Residency Agreement, payment of the Entrance Fee and Monthly Fee entitles all residents of the Independent Living Units (“Residents”) to receive the following services and amenities:

- Utilities including heating, air conditioning, water, sewer, electricity and basic television services;
- Security and 24-hour emergency call systems;
- Maintenance of both the unit and the grounds and equipment;
- Scheduled local transportation;
- Valet parking for Residents of The Winston Clubhouse;
- Planned social, educational, cultural and recreational activities;
- Additional storage space for the Independent Living Units;
- Use of the community areas, private dining and meeting rooms, lounges, lobbies, library, social and recreational rooms, and other common activity facilities; and
- Priority access and services in the Healthcare Center.

Additional services are available to Residents for an extra charge including, but not limited to, additional dining, additional housekeeping, linen services, additional maintenance, personal transportation, non-emergency response calls to residences and other concierge services.

Management offers two resident service packages: the “Gold Package” and the “Platinum Package.” Dining and housekeeping services are based on the selected resident service package and are as follows:

Service	The Gold Package	The Platinum Package
Dining	\$235 meal credit per person per month	\$470 meal credit per person per month
Housekeeping	Monthly	Weekly

Residents may also use their own monthly dining dollar credits for their guests and for private functions. Residents who incur monthly dining charges, for themselves or guests, in excess of the monthly credit amount will either pay for such excess at the time such dining charges are incurred, or will be billed for such excess dining charges monthly. The Monthly Fee will not be reduced for dining dollar credits not used unless the Resident is away from the Community for more than 30 consecutive days, with prior notification. If such prior notification is given, the Resident will be credited with a prorated dining dollar credit commencing with the 31st day of absence.

Residents have the opportunity to change their selected service package on a monthly basis, given 30 days' notice. For the purpose of this projection, Management has assumed that approximately 98 percent of the Residents would select the Gold Package and two percent would select the Platinum Package in 2022 and thereafter.

Additional services are available to Residents for an extra charge including, but not limited to: additional meals, additional housekeeping and linen services, traveler's services, extra underground parking, and other concierge services.

Health Care Benefit

Under the Residency Agreement, the Corporation provides assisted living and nursing care services in the Healthcare Center. The Monthly Fee for Residents who transfer to the Healthcare Center are based on the Entrance Fee plan selected: Type A Plan or Type C Plan.

Residents who select the Type A Plan and are transferred to the Healthcare Center would continue to pay their Monthly Fee plus an additional meal fee of \$939 per month. In the event the Assisted Living Units and Skilled Nursing Beds are full, Residents are temporarily moved to an outside facility at no additional Monthly Fee. The Entrance Fee for the Type A Plan includes a residential component and a Life Care Fee. Residents selecting the Type A Plan are required to maintain Medicare Parts A and B and supplemental health insurance.

Residents who selected the Type C Plan and are temporarily or permanently transferred to the Healthcare Center would pay the then current Monthly Fee for assisted living or Daily Fee for nursing care services. In addition, in the event the Assisted Living Units are full, Residents are temporarily moved to an outside facility at an additional charge. In the event that the Skilled Nursing Beds are full, Residents are provided access to outside nursing services at the expense of the Resident.

The Community offered Type A Plan and Type C Plan contracts to the initial residents of the Community and the Project. Currently, the Community offers only the Type A Plan to new Residents of the Existing Independent Living Units. Management assumes that only the Type A Plan is to be offered to turnover Residents during the projection period.

Entrance Fee Refundability

Four Entrance Fee plans are available for initial residents of the New Independent Living units including three Type A Plans and one Type C Plan. The Type A Plans available to Residents of the New Independent Living Units include a zero percent refundable plan (the "0% Refund"), a 50 percent refundable plan (the "50% Refund") and a 100 percent refundable plan (the "100% Refund Plan"). The Type C Plan available to Residents of the New Independent Living Units is a 90 percent refundable plan (the "90% Refund"). One Entrance Fee plan is available to Residents of the Existing Independent Living Units, a Type A - 100% Refund Plan.

The refund options and related amortization schedules of the Entrance Fee Plans and Life Care Fee are as follows:

Refund Options	Amortization Schedule
0% Refund ⁽¹⁾	The Entrance Fee amortizes two percent per month upon the month in which the balance of the Entrance Fee is paid. After 50 months, the Entrance Fee is no longer refundable.
50% Refund ⁽¹⁾	The Entrance Fee amortizes two percent per month upon the month in which the balance of the Entrance Fee is paid. After 25 months, the Entrance Fee is 50 percent refundable.
90% Refund ⁽¹⁾	The Entrance Fee amortizes two percent per month upon the month in which the balance of the Entrance Fee is paid. After five months, the Entrance Fee is 90 percent refundable.
100% Refund ⁽¹⁾⁽²⁾	The Entrance Fee is 100 percent refundable.
Life Care Fee ⁽³⁾	The Life Care Fee amortizes two percent per month upon the Occupancy Date. After 50 months, the Life Care Fee is no longer refundable.

Source: Management

- (1) The 0% Refund, 50% Refund and 90% Refund plans are not available to prospective Residents of the Existing Independent Living Units. The 0% Refund, 50% Refund and 100% Refund plans are offered under the Type A Plan contract. The 90% Refund is offered under the Type C Plan contract.
- (2) The Type A – 100% Refund Plan is the only plan available in the Existing Independent Living Units.
- (3) The Life Care Fee is only applicable to the Type A Plan.

If the Residency Agreement is terminated by the Resident after the Occupancy Date, the Corporation must refund the Resident or Resident’s estate within 30 days following the Corporation’s receipt of Entrance Fee proceeds for a comparable Independent Living Unit. The Entrance Fee return amount must equal the sum of: (i) the refundable portion of the Entrance Fee, (ii) the unamortized portion of the Life Care Fee (if applicable), (iii) amounts due for unpaid Entrance Fees, (iv) costs specifically incurred by the Resident and (v) any other amounts due to the Corporation.

Entrance Fee Plan Utilization

Residents of the Existing Independent Living Units are assumed to select Type A Plan – 100% Refund Plan. For purposes of the projection, Management has assumed 10 percent of the Depositors for the New Independent Living Units would select the Type A Plan – 0% Refund, five percent would select the Type A – 50% Refund Plan, 75 percent would select the Type A Plan – 100% Refund Plan and 10 percent would select the Type C – 90% Refund Plan.

Combination Apartments

According to Management, three Depositors have each reserved two New Independent Living Units (a “Combination Apartment”). The Combination Apartments were created by combining two Finley one-bedroom New Independent Living Units. Upon vacancy, the Combination Apartments could be separated and remarketed as their original floor plans. The Entrance Fee and Monthly Fee for the Combination Apartments is equal to the Entrance Fee for each New Independent Living Unit and 1.5 times the Monthly Fee for a Finley New Independent Living Unit.

Summary of Significant Accounting Policies

(a) Basis of Accounting

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

(b) Use of Estimates

The preparation of prospective financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires Management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the prospective financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(c) Deferred Costs

Management has implemented ASU No. 2014-09 “Revenue from Contracts with Customers” and adopted the treatment of deferred marketing costs. Under the standard, the Corporation capitalized marketing sales commissions associated with securing initial Residents of the Community. Deferred marketing costs are amortized on a straight-line basis over a period of the approximate average life expectancy of the initial Community Residents.

Costs associated with the issuance of the Series 2016 Bonds, the Series 2017 Bonds, the Series 2020 Bonds, the Series 2021 Bonds, the Series 2022 Bonds, and the Series 2023 Bonds are assumed to be capitalized and amortized over the expected life of the Series 2016 Bonds, the Series 2017 Bonds, the Series 2021 Bonds, the Series 2022 Bonds, and the Series 2023 Bonds using the effective interest method. Debt issuance costs are netted against the related debt on the respective projected balance sheets and the amortization is included in interest expense on the projected statements of operations.

(d) Property, Equipment and Depreciation Expense

Property and equipment are recorded at cost. Depreciation expense is calculated on the straight-line method over the estimated useful lives of depreciable assets. The cost of maintenance and repairs is charged to operations as incurred, whereas significant renewals and betterments are capitalized.

(e) Assets Limited as to Use

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

(f) Investment Income

Investment income, other than that capitalized as part of project costs, is reported as realized on operating revenue unless restricted by donor or law. Management does not project any unrealized gains or losses on investments.

(g) Costs of Borrowing

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

(h) Deferred Revenue from Advance Fees

The non-refundable advance fees received are recorded as deferred revenue and are recognized as operating income using the straight-line method over the estimated remaining life expectancy of the residents in the Independent Living Units, adjusted annually as determined by actuarial life expectancy tables.

(i) Refundable Entrance Fees

The refundable portion of the Entrance Fee is maintained as a liability, reflecting the Corporation's future obligation for repayment.

(j) Cash and Cash Equivalents

Cash and cash equivalents include investments in highly liquid securities with an original maturity of three months or less when purchased.

(k) Restricted Cash

In 2019, Management adopted FASB ASU No. 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash. The amendments in this update require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. Amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the projected statement of cash flows.

(l) Income Taxes

The Corporation is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code; accordingly, the accompanying projected financial statements do not reflect a provision or liability for federal and state income taxes.

(m) Net Assets

The Corporation classifies its net assets as net assets with or without donor restrictions:

- Net assets without donor restrictions - resources of the Corporation that are not restricted by donors or grantors as to use or purpose. These resources include amounts generated from operations, undesignated gifts, and the investment in property and equipment.
- Net assets with donor restrictions - resources that are subject to donor-imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those satisfied by the passage of time or actions of the Corporation. Other donor imposed restrictions stipulate that donated assets be maintained in perpetuity, but may permit the Corporation to use or expend part or all of the income derived from the donated assets.

Summary of Revenue and Entrance Fee Assumptions

Independent Living Revenue

Resident service revenue for independent living Residents is based upon the assumed occupancy and the Monthly Fees of the respective units. Management assumes the Existing Independent Living Unit's Monthly Fees will increase 3.75 percent on January 1, 2023, 3.50 percent on January 1, 2024, 3.25 percent on January 1, 2025, 3.0 percent on January 1, 2026, and annually thereafter. Management assumes the New Independent Living Unit's Monthly Fees will increase 3.50 percent on January 1, 2024, 3.25 percent on January 1, 2025, 3.0 percent on January 1, 2026, and annually thereafter.

Assumed Independent Living Utilization

The Existing Independent Living Units are assumed to maintain approximately a 95 percent occupancy level throughout the projection period. New Independent Living Unit occupancy of approximately 95 percent is assumed to be achieved by April 2026 and remain constant at that level throughout the remainder of the projection. The following table summarizes the assumed utilization of the Existing Independent Living Units and the New Independent Living Units.

Fiscal Year Ending December 31,	Existing Independent Living Units			New Independent Living Units			Total ILU
	Average Occupied	Average Available	Average Occupancy	Average Occupied	Average Available	Average Occupancy	Average Occupancy
<i>Projected</i>							
2022	161.0	169.0	95.3%	-	-	-	95.3%
2023 ⁽¹⁾	161.0	169.0	95.3%	2.3	152.0	1.5%	50.9%
2024	161.0	169.0	95.3%	79.3	152.0	52.2%	74.9%
2025	161.0	169.0	95.3%	130.9	152.0	86.1%	90.9%
2026	161.0	169.0	95.3%	140.9	152.0	92.7%	94.0%

Source: Management and the Development Consultant

(1) The 152 New Independent Living Units are anticipated to be available for occupancy in November 2023 and are anticipated to fill over a 30-month period at an average of approximately 4.7 units per month.

The following table summarizes the move-in assumptions for the new Independent Living Units during the projection period.

Table 9
Fill-Up Schedule – New Independent Living Units

Fiscal Year/Month	New Independent Living Units	Cumulative Occupied	Cumulative Occupancy ⁽¹⁾
2023			
November	14.0	14.0	9.2%
December	12.0	26.0	17.1%
2024			
January	10.0	36.0	23.7%
February	10.0	46.0	30.3%
March	10.0	56.0	36.8%
April	9.0	65.0	42.8%
May	9.0	74.0	48.7%
June	8.0	82.0	53.9%
July	8.0	90.0	59.2%
August	7.0	97.0	63.8%
September	7.4	104.4	68.7%
October	6.0	110.4	72.6%
November	5.0	115.4	75.9%
December	4.0	119.4	78.5%
2025			
January	3.0	122.4	80.5%
February	3.0	125.4	82.5%
March	2.0	127.4	83.8%
April	2.0	129.4	85.1%
May	1.0	130.4	85.8%
June	1.0	131.4	86.4%
July	1.0	132.4	87.1%
August	1.0	133.4	87.7%
September	1.0	134.4	88.4%
October	1.0	135.4	89.1%
November	1.0	136.4	89.7%
December	1.0	137.4	90.4%
2026			
January	1.0	138.4	91.0%
February	1.0	139.4	91.7%
March	1.0	140.4	92.3%
April	1.0	141.4	93.0%
Total	141.4		

Source: Management and the Development Consultant

(1) Cumulative occupancy based on 152 New Independent Living Units

The double occupancy rate for the Existing Independent Living Units is assumed to approximate 42.5 percent during the projection period and the double occupancy rate for the New Independent Living Units is assumed to be 60.0 percent in fiscal year 2023, declining to 54.0 percent in fiscal year 2026, as provided by Continuing Care Actuaries, LLC (the "Actuary").

Assumed Independent Living Turnover

The assumed turnover for the Independent Living Units due to death, withdrawal or transfer to the Healthcare Center, and double occupancy of the Independent Living Units has been provided by Management. Refunds of Entrance Fees are generated upon termination of the Residency Agreement and withdrawal from the Community, subject to the reoccupancy of the vacated Independent Living Units. The assumed number of refunds for the Independent Living Units is provided by Management. Entrance Fees may be generated from Independent Living Units turning over without a corresponding refund because the Resident has not withdrawn from the Community but has permanently transferred to the Healthcare Center. The assumed number and amount of refunds for the Existing Independent Living Units and the New Independent Living Units is provided by Management.

The following table presents the assumed turnover Entrance Fees received and Entrance Fee refunds.

Table 10
Entrance Fee Receipts and Refunds
Independent Living Units
(In Thousands)

Fiscal Year Ending December 31,	2022	2023	2024	2025	2026
<u>Initial</u>					
Number of Entrance Fees Received	-	26.0	93.4	18.0	4.0
Entrance Fees Received	-	\$24,083	\$60,178	\$11,177	\$2,115
<u>Turnover</u>					
Number of Entrance Fees Received	15.0	14.3	16.5	18.6	19.8
Entrance Fees Received	\$10,488	\$10,285	\$11,848	\$14,726	\$16,917
<u>Refunded</u>					
Number of Entrance Fees Refunded	13.6	14.1	16.4	18.3	19.3
Entrance Fees Refunded	(\$6,080)	(\$6,826)	(\$8,684)	(\$9,968)	(\$10,670)
Entrance Fees Received, Net of Refunds	\$4,408	\$27,542	\$63,342	\$15,935	\$8,362

Source: Management

Management assumes the Entrance Fees and Life Care Fees for the Existing Independent Living Units would increase by 3.0 percent annually beginning on January 1, 2023 and annually thereafter. Management assumes the Entrance Fees and Life Care Fees for the New Independent Living Units would increase 4.0 percent on January 1, 2024, 4.0 percent on January 1, 2025, and 3.25 on January 1, 2026.

Healthcare Center Revenue

Healthcare Center fees are assumed to be generated from services provided to Residents transferring from the Independent Living Units.

Residents who selected the Type A Plan and are transferred to the Healthcare Center continue to pay their Monthly Fee plus the cost of additional meals. In the event the Assisted Living Units or the Skilled Nursing Beds are full, Residents are temporarily moved to an outside facility at no additional Monthly Fee. If a Resident requires additional nursing services, Management arranges for nursing care to be provided in an appropriate nursing establishment until available occupancy in the Skilled Nursing Beds is available.

Residents who selected the Type C Plan and are temporarily or permanently transferred to the Healthcare Center pay the then-current Monthly Fee for assisted living or Daily Fee for nursing care services. In addition, in the event the Assisted Living Units are full, Residents are temporarily moved to an outside facility at an additional charge.

The Skilled Nursing Beds are assumed to provide services to private-pay Residents only. Management assumes Existing Healthcare Center fees to increase 3.75 percent on January 1, 2023, 3.50 percent on January 1, 2024, 3.25 percent on January 1, 2025, 3.0 percent on January 1, 2026, and annually thereafter. Management assumes the New Healthcare Center fees will increase 3.50 percent on January 1, 2024, 3.25 percent on January 1, 2025, and 3.00 percent on January 1, 2026.

Assumed Healthcare Center Utilization

The Community has accommodations, equipment, staffing, programs, services, and supervision necessary for the Healthcare Center to be available to Residents on a priority basis. However, Management cannot guarantee access to these areas. Management assumes the Healthcare Center to be restricted to those Residents who have signed a Residency Agreement and are transferring from an Independent Living Unit. The following table summarizes the assumed utilization of the Existing Assisted Living Units and the New Assisted Living Units.

Table 11
Utilization of the Assisted Living Units

Fiscal Year Ending December 31,	Existing Assisted Living Units			New Assisted Living Units			Total ALU
	Average Occupied	Average Available	Average Occupancy	Average Occupied	Average Available	Average Occupancy	Average Occupancy
<i>Projected:</i>							
2022	11.6	14.0	83.0%	-	-	-	83.0%
2023 ⁽¹⁾	11.8	14.0	84.0%	-	15.0	0.0%	84.0%
2024	11.9	14.0	85.0%	1.7	15.0	11.3%	46.9%
2025	11.9	14.0	85.0%	4.9	15.0	32.7%	57.9%
2026	11.9	14.0	85.0%	7.7	15.0	51.3%	67.6%

Source: Management

(1) The New Assisted Living Units are to be available for occupancy in December 2023 and are anticipated to fill over a 60-month period at an average of approximately 0.2 units per month. The New Assisted Living Units are anticipated to reach 85 percent occupancy in November 2028, which is outside of the projection period.

The New Memory Care Units are assumed to be filled solely through internal transfer of residents from the Independent Living Units and the Assisted Living Units, as provided by Management. The following table summarizes the assumed utilization of the New Memory Care Units.

Table 12
Utilization of the New Memory Care Units

Fiscal Year Ending December 31,	Average Occupied	Average Available	Average Occupancy
<i>Projected:</i>			
2022	-	-	-
2023 ⁽¹⁾	-	14.0	0.0%
2024	1.6	14.0	11.4%
2025	4.5	14.0	32.1%
2026	7.2	14.0	51.4%

Source: Management

- (1) The New Memory Care Units are to be available for occupancy in December 2023 and are anticipated to fill over a 60-month period at an average of approximately 0.2 units per month. The New Memory Care Units are anticipated to reach 85 percent occupancy in November 2028, which is outside of the projection period.

The Skilled Nursing Beds are assumed to be filled solely through internal transfer of residents from the Independent Living Units and the Assisted Living Units, as provided by Management. The following table summarizes the assumed utilization of the Skilled Nursing Beds.

Table 13
Utilization of the Skilled Nursing Beds

Fiscal Year Ending December 31,	Existing Skilled Nursing Beds			New Skilled Nursing Beds			Total SNF
	Average Occupied	Average Available	Average Occupancy	Average Occupied	Average Available	Average Occupancy	Average Occupancy
<i>Projected:</i>							
2022	20.8	25.0	83.0%	-	-	-	83.0%
2023 ⁽¹⁾	21.0	25.0	84.0%	-	24.0	0.0%	84.0%
2024	21.3	25.0	85.0%	2.8	24.0	11.7%	49.2%
2025	21.3	25.0	85.0%	7.8	24.0	32.5%	59.4%
2026	21.3	25.0	85.0%	12.3	24.0	51.3%	68.6%

Source: Management

- (1) The New Skilled Nursing Beds are to be available for occupancy in December 2023 and are anticipated to fill over a 60-month period at an average of approximately 0.3 units per month. The New Skilled Nursing Beds are anticipated to reach 85 percent occupancy in November 2028, which is outside of the projection period.

Advance Fee Amortization

Advance fee amortization is based on the non-refundable portion of the Entrance Fees received each year amortized over the life expectancy of each Resident in the Independent Living Units throughout the projection period.

Investment Income

Management’s assumption for average annual rate of return on cash and investments is assumed to approximate 3.0 percent per annum.

Other Income

Other revenue consists of revenues from additional Resident meals and snacks, guest meals, guest apartment rentals, barber and beauty fees, and other miscellaneous sources. These revenues are assumed to increase 3.0 percent beginning January 2023 and annually throughout the projection period.

Summary of Operating Expense Assumptions

Operating expenses are estimated by Management based on its experience at the Community and with the development and operation of similar retirement communities. Salaries, wages and employee benefits for the Community are assumed to increase 3.0 percent on January 1, 2023 and annually thereafter. Management assumes employee benefits for the Community will approximate 20.1 percent of salaries during the projection period.

Salaries, wages and employee benefits for the Project are assumed to increase 3.0 percent annually beginning January 1, 2024 and annually thereafter. Management assumes employee benefits for the Project will approximate 28.0 percent of salaries during the projection period. The following table summarizes the staffing levels during the forecast period for all departments.

Table 14
Schedule of Staffing Levels (FTEs) - 2026

Department	Existing	Project	Total
Administrative	6.0	2.8	8.8
Health care	28.8	22.4	51.2
Dietary	26.5	18.0	44.5
Wellness	4.8	4.0	8.8
Marketing	3.0	1.0	4.0
Maintenance/grounds	6.3	3.5	9.8
Housekeeping/laundry	9.0	8.5	17.5
Other	15.4	3.4	18.8
Total FTEs	99.8	63.6	163.4

Source: Management

Other non-salary operating expenses are assumed to include ongoing marketing costs, raw food costs, utilities, supplies, maintenance and security contracts, building and general liability insurance, legal and accounting fees, and other miscellaneous expenses. Non-salary operating expenses for the Community are assumed to increase 3.0 percent beginning January 1, 2022 and annually throughout the projection period. Non-salary operating expenses for the Project are assumed to increase 3.0 percent beginning January 1, 2024 and annually throughout the projection period.

Assets Limited as to Use

UMB Bank, National Association, (the “Trustee”) for the Series 2017 Bonds, the Series 2020 Bonds, the Series 2021 Bonds, the Series 2022 Bonds (hereinafter defined), and the Series 2023 Bonds (hereinafter defined) is assumed to maintain the following funds and accounts under the terms of the bond documents related to applicable series of bonds:

- (1) Project Fund, funded at closing from Series 2020 Bonds and Series 2021 Bonds proceeds, to be used to pay construction and other Project related costs.
- (2) The Debt Service Reserve Funds, securing the following obligations:
 - Debt Service Reserve Fund – Series 2016 Bonds (to be released upon the issuance of the Series 2022 Bonds);
 - Parity Debt Service Reserve Fund – Series 2017 Bonds (until the Series 2023 Bonds are issued), Series 2021A Bonds, Series 2022 Bonds, and Series 2023 Bonds; and
 - Debt Service Reserve Fund – Series 2021B/C Bonds (to be released upon repayment of the Series 2021B/C Bonds).
- (3) Entrance Fee Fund, to be funded with initial Entrance Fees from the Project, available to: fund the Working Capital Fund; the Operating Reserve Fund; fund approximately \$1,590,000 of Development Consulting Fee payments; and redeem the Series 2021B Bonds and Series 2021C Bonds. Upon the repayment of the Series 2021C Bonds and the Series 2021B Bonds, stabilized occupancy of the New Independent Living Units, and assuming no events of default have occurred, any amounts remaining on deposit in the Entrance Fund shall be released.
- (4) Working Capital Fund, to be initially funded from the Entrance Fee Fund, to be applied to pay operating expenses of the Corporation or construction costs to the extent that other moneys are not available.
- (5) Bond Fund, which is to contain the bond principal and interest payments due on the Series 2017 Bonds, Series 2020 Bonds, Series 2021 Bonds, Series 2022 Bonds, and Series 2023 Bonds.
- (6) Interest Reserve, established within 30 days of the approval of the Mediated Settlement Agreement (hereinafter defined) until the Series 2017 Bonds are refunded in March 2023.
- (7) Operating Reserve Fund, to be initially funded from the Entrance Fee Fund, to meet the additional future requirements of North Carolina General Statute § 58-64-33 upon opening of the Project, which requires CCRCs to maintain an operating reserve (the “Statutory Operating Reserve”) equal to 50 percent of the total operating costs in a given year, or 25 percent of such total operating costs if occupancy as of a certain date exceeds 90 percent of the independent living unit capacity.

In addition, the Corporation maintains a board restricted Statutory Operating Reserve to meet the requirements of North Carolina General Statute § 58-64-33 in the years in which required funds are not fulfilled by the Trustee-held Operating Reserve Fund.

Property and Equipment and Depreciation Expense

The Community is assumed to incur routine capital additions during the projection period that would be capitalized as property and equipment. Property and equipment donated are recorded as unrestricted contributions at fair market value at the date of receipt. Expenditures for maintenance, repairs and minor renovations are charged to expense as incurred.

Property and equipment costs, net of accumulated depreciation, during the projection period are summarized in the table below.

Table 15
Schedule of Property and Equipment
(In Thousands)

Years Ending December 31,	2022	2023	2024	2025	2026
Property and equipment, gross	\$ 138,817	\$ 231,305	\$ 288,122	\$ 288,743	\$ 289,399
Beginning balance					
Project expenditures	85,510	51,169	-	-	-
Capitalized interest	6,416	5,178	-	-	-
Routine capital additions	562	470	621	656	700
Property and equipment, gross	\$ 231,305	\$ 288,122	\$ 288,743	\$ 289,399	\$ 290,099
Accumulated depreciation	(24,621)	(28,537)	(35,690)	(42,907)	(50,192)
Property and equipment, net ending balance	\$ 206,684	\$ 259,585	\$ 253,053	\$ 246,492	\$ 239,907

Source: Management

Long-Term Debt and Interest Expense

Series 2016 Bonds

In December 2016, the Corporation issued \$8,000,000 of non-rated tax-exempt fixed rate revenue bonds (the "Series 2016 Bonds") through the Public Finance Authority of the State of Wisconsin (the "Public Finance Authority") to fund the purchase of the Project site and an expansion of the Healthcare Center. The Series 2016 Bonds consist of \$8,000,000 of non-rated tax-exempt fixed rate term bonds, issued at a discount, with an average interest rate of 6.3125 percent per annum. Interest on the Series 2016 Bonds is assumed to be payable semi-annually on June 1 and December 1 of each year. The Series 2016 Bonds were refunded with proceeds from the issuance of the Series 2022 Bonds in March 2022.

Series 2017 Bonds

In December 2017, the Corporation issued \$71,730,000 of tax-exempt fixed rate revenue refunding bonds (the "Series 2017A Bonds") and \$6,015,000 of tax-exempt revenue bonds (the "Series 2017B Bonds" and collectively with the Series 2017A Bonds, the "Series 2017 Bonds"), through the Public Finance Authority to refund certain existing debt and pay for the initial development costs associated with the Project. The Series 2017A Bonds consist of \$71,730,000 of non-rated tax-exempt fixed rate term bonds with average interest rates ranging from 4.562 percent to 5.687 percent per annum. Interest on the Series 2017A Bonds is payable semi-annually on June 1 and December 1 of each year. Principal on the Series 2017 Bonds is payable annually on June 1st with a final maturity on June 1, 2052. Principal on the Series 2017A Bonds is assumed to be repaid with proceeds from the issuance of the Series 2023 Bonds during fiscal year 2023.

The Series 2017B Bonds consist of \$6,015,000 of non-rated tax-exempt fixed rate term bonds with an average interest rate of 4.437 percent per annum. Interest on the Series 2017B Bonds is payable semi-annually on June 1 and December 1 of each year. Principal on the Series 2017B Bonds is payable annually on June 1 with a final maturity on June 1, 2024. Principal on the Series 2017B Bonds is assumed to be repaid with proceeds from the issuance of the Series 2023 Bonds during fiscal year 2023.

Series 2021 Bonds

In November 2021, the Public Finance Authority issued \$180,055,000 of the Series 2021 Bonds, at a net discount, the proceeds of which were lent to the Corporation to pay for the refunding of the Series 2020 Bonds and construction of the Project and other related costs. The Series 2021 Bonds consist of:

- \$106,180,000 of unrated tax-exempt fixed rate term Series 2021A Bonds which were issued at an interest rate of 4.0 percent per annum. Interest on the Series 2021A Bonds is to be payable June 1 and December 1 of each year beginning June 1, 2022. Principal on the Series 2021A Bonds is payable annually commencing June 1, 2027 with a final maturity on June 1, 2056.
- \$68,580,000 of unrated tax-exempt Series 2021B Bonds which were issued at interest rates ranging from 2.25 percent to 3.0 percent per annum. The Series 2021B Bonds consist of \$37,120,000 Series 2021B-1 Bonds and \$31,460,000 Series 2021B-2 Bonds. At approximately 85 percent initial occupancy of the New Independent Living Units, sufficient proceeds are assumed to be received to fully redeem the Series 2021B-1 Bonds. The Series 2021B-1 Bonds are assumed to be redeemed in full by October 1, 2025. At approximately 51 percent initial occupancy of the New Independent Living Units, sufficient proceeds are assumed to be received to fully redeem the Series 2021B-2 Bonds. The Series 2021B-2 Bonds are assumed to be redeemed in full by January 1, 2025. Interest on the Series 2021B Bonds is to be payable June 1 and December 1 of each year beginning June 1, 2022.
- \$5,295,000 of unrated taxable Entrance Fee Principal Redemption BondsSM (the “Series 2021C Bonds”) which were issued at an interest rate of 2.75 percent per annum. At approximately 22 percent initial occupancy of the New Independent Living Units, sufficient proceeds are assumed to be received to fully redeem the Series 2021C Bonds. The Series 2021C Bonds are assumed to be redeemed in full by July 1, 2024. Interest on the Series 2021C Bonds is to be payable June 1 and December 1 of each year beginning June 1, 2022.

Series 2022 Bonds

In March 2022, the Public Finance Authority issued \$9,000,000 of unrated tax-exempt refunding bonds (the “Series 2022 Bonds”), at a discount, the proceeds of which were lent to the Corporation to refund the remaining principal balance of the Series 2016 Bonds. The Series 2022 Bonds are assumed to be issued at an interest rate of 4.0 percent per annum. Interest on the Series 2022 Bonds is to be payable June 1 and December 1 of each year beginning June 1, 2022. Principal on the Series 2022 Bonds is payable annually commencing June 1, 2023, with a final maturity on June 1, 2049.

Series 2023 Bonds

In March 2023, the Public Finance Authority intends to issue \$75,550,000 of unrated tax-exempt refunding bonds (the “Series 2023 Bonds”), at a premium, the proceeds of which are to be lent to the Corporation to refund the remaining principal balance of the Series 2017 Bonds. The Series 2023 Bonds are assumed to be issued at an interest rate of 5.0 percent per annum. Interest on the Series 2023 Bonds is to be payable June 1 and December 1 of each year beginning June 1, 2023. Principal on the Series 2023 Bonds is to be payable annually commencing June 1, 2024, with a final maturity on June 1, 2052.

The following table presents the assumed annual debt service during the projection period and thereafter.

Table 16
Annual Debt Service
(In Thousands)

Year Ending December 31	Existing Bonds		Series 2021 Bonds		Series 2022 Bonds		Series 2023 Bonds		Total Debt Service
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	
2022	\$ 9,165	\$ 4,177	\$ -	\$ 6,577	\$ -	\$ 268	\$ -	\$ -	\$ 20,187
2023	73,845	1,042	-	6,214	25	360	-	2,812	84,298
2024	-	-	28,265	6,025	25	359	1,315	3,745	39,734
2025	-	-	45,610	4,685	25	358	1,375	3,677	55,730
2026	-	-	-	4,247	30	356	1,450	3,607	9,690

Source: Management and the Underwriter

Early Extinguishment of Debt

The loss on the early extinguishment of the Existing Bonds is reflected as an operating expense in the Projected Statements of Activities and Changes in Net Deficit during the fiscal year ending December 31, 2022 and December 31, 2023. The loss on the early extinguishment of debt resulting from the refunding approximates \$1,246,000, and \$4,716,000, respectively and is calculated as the unamortized deferred financing costs associated with the Existing Bonds, unamortized original issue discount associated with the Existing Bonds, and redemption premiums associated with the refunding of the Series 2016 Bonds and the Series 2017 Bonds.

Subordinate Obligations

The Corporation obtained pre-finance capital from MatchCapSM -Sears Farm, LLC (“MatchCap”) and Sears Farm of \$6,800,000 and \$2,390,000, respectively, accruing interest at 6.0 percent per annum, with a maximum amount of interest to be paid on the obligations equal to the amount of the original obligation, \$6,800,000 and \$2,390,000 respectively (the “Subordinated Obligations”).

Certain fees at completion of the Community were recorded as deferred fees that are also Subordinated Obligations. At December 31, 2021 the Corporation owes approximately \$993,000 to Sears Farm, in connection with rezoning the Community site and other construction services. The Corporation owes approximately \$549,000 to Searstone RLA for management services. The Corporation owes approximately \$711,000 to Sears, Hackney, Keener & Williams, Incorporated (“SHKW”) for architectural services related to the construction of the Community. The Corporation owes approximately \$500,000 to the Development Consultant for development services related to the original development of the community. The Corporation owes approximately \$700,000 to Retirement Living Associates, Inc. (“RLA”) for marketing services related to the opening of the Community. The deferred fees to Searstone RLA accrue simple interest at 6.0 percent per annum. The other deferred fees do not accrue interest.

As of December 31, 2021 approximately \$5,410,000 of interest has accrued on Subordinated Obligations related to MatchCap, Sears Farm, and Searstone RLA. The table below summarizes the Subordinated Obligations for the projection period:

Years Ending December 31,	2022	2023	2024	2025	2026
Beginning balance	\$ 17,904	\$ 18,479	\$ 19,054	\$ 19,629	\$ 20,204
Interest on SearsFarm Debt	143	143	143	143	143
Interest on MatchCap Debt	408	408	408	408	408
Interest on Searstone RLA Debt	24	24	24	24	24
Ending balance	\$ 18,479	\$ 19,054	\$ 19,629	\$ 20,204	\$ 20,779

Source: Management

Under the provisions of the Master Trust Indenture, no payment of principal of or interest on the Subordinated Obligations shall be made unless certain conditions set forth in the Master Trust Indenture are satisfied. Remaining Initial Entrance Fees from the Project may be used to repay Subordinated Obligations under certain conditions set forth in the Master Trust Indenture. Management has assumed no payment of principal or accrued interest on the Subordinated Obligations will be made during the projection period.

Current Assets and Current Liabilities

Operating expenses exclude amortization, depreciation, other non-cash expenses and interest expense. Operating revenues include Independent Living Unit Monthly Fees and Healthcare Center service fees. Working capital components have been estimated based on industry standards and Management's historical experience as follows:

Cash	30	days operating expenses
Accounts receivable	3	days operating revenues
Prepaid expenses	10	days operating expenses
Accounts payable	15	days operating expenses

Source: Management

COVID-19 Pandemic

Management continues to evaluate the impact of the COVID-19 pandemic on the health care industry and has concluded that while it is reasonably possible that the virus could have a negative effect on the Company's financial position, and the results of its operations, the specific impact is not readily determinable as of the date of this projection. Management's projection does not include any adjustments that might result from the outcome of this uncertainty.

Exhibit 6

Summary of Actuarial Study

[see attached]



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March 1, 2022

Ken Bullock
Chief Financial Officer
Searstone Retirement Community
17001 Searstone Drive
Cary, North Carolina 27513

Dear Ken:

Continuing Care Actuaries was retained by the management of Searstone to conduct a comprehensive actuarial study for the community located in Cary, North Carolina.

Searstone is a retirement community that originally consisted of 169 independent living units (ILU), 8 assisted living and memory care units (ALU) and 16 licensed beds in skilled nursing facility (SNF). In 2019 the Brittany Place expansion completed. Contract residents have access to Searstone's healthcare center which contains a total of 14 ALU and 25 SNF.

Residents of the independent living units pay an up-front entrance fee and enter into a contract under which they have the right to occupy an independent living unit for the remainder of their life, or until such time as they need to be transferred to assisted living or to the skilled nursing facility. The assisted living units may be occupied by individuals who are not residents with life plan contracts, but who pay on a per-diem basis. However, life plan residents would in all cases have priority access to assisted living and the skilled nursing facility.

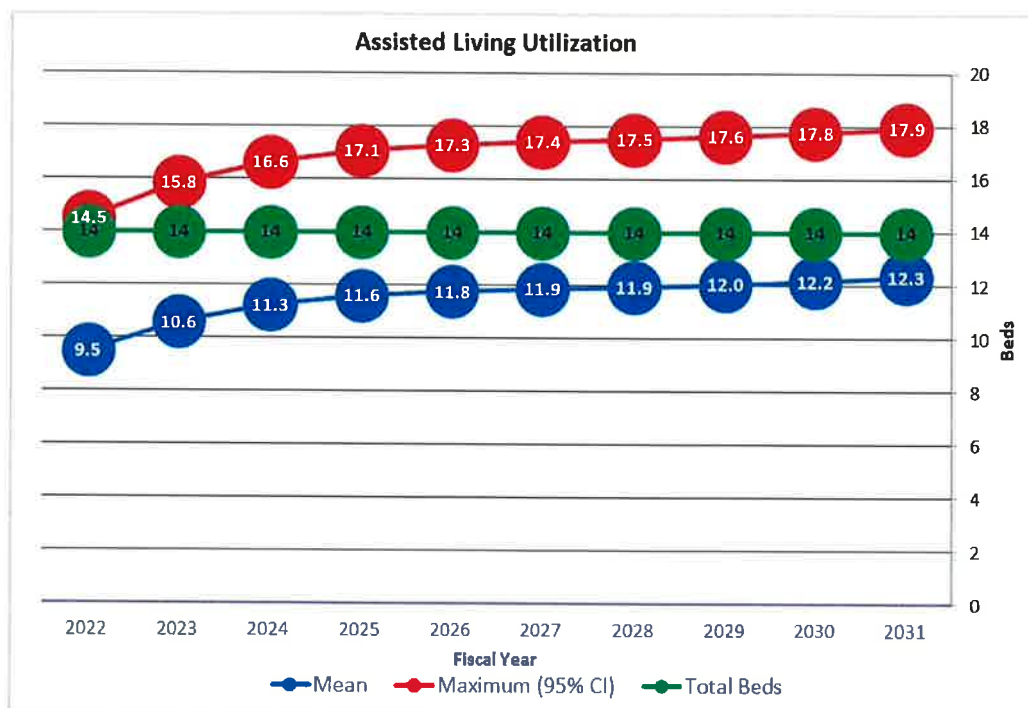
Residents will pay monthly fees related to their occupancy of an independent living unit, assisted living unit, or skilled nursing unit. Residents requiring permanent or temporary health care are able to transfer to the needed level of care as determined appropriate by Searstone's medical and management staff and in conjunction with residents and their physicians and family. Collectively, monthly service fees and entrance fees are intended to cover the cost of constructing and operating the community and providing health care and other services to contract residents, as well as a portion of all other costs related to the operation of the community. Entrance fees held by Searstone are subject to refund requirements.

The scope of our study consisted of: (1) development of updated population projections based on the current demographic characteristics of the resident population and the assumptions used in the financial model for Searstone; (2) development of projected statements of cash flows and actuarial balance sheet; and (3) preparation of an actuarial pricing analysis. This comprehensive actuarial study and review was performed under the guidelines contained in the American Academy of Actuaries' Actuarial Practice Number 3, "Issues Relating to Life plan Retirement Communities."

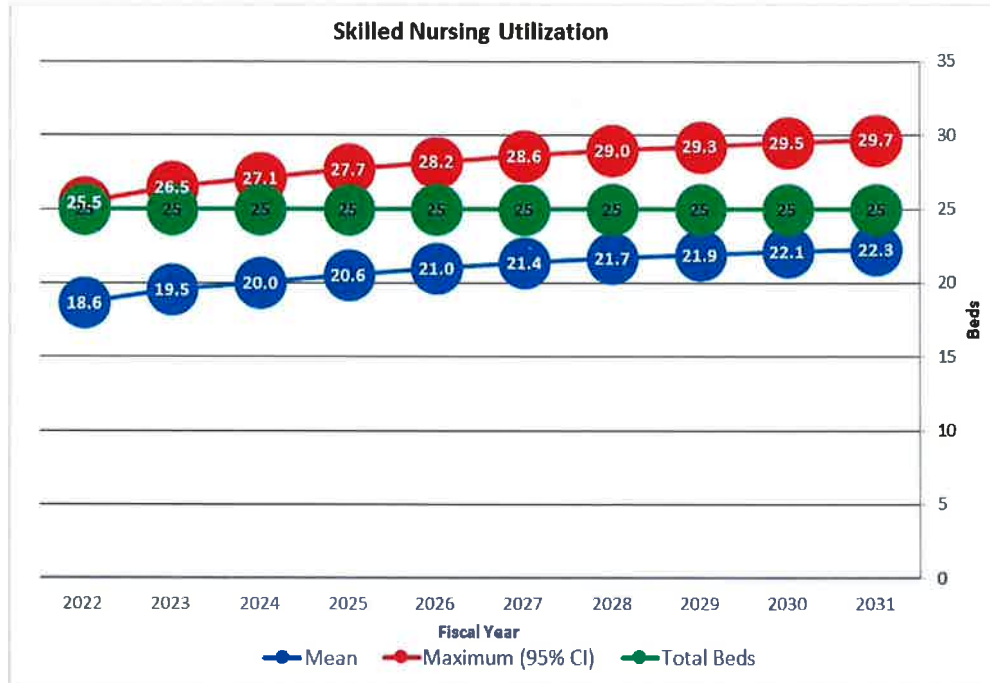
In order to perform the actuarial analysis, we projected first generation residents and subsequent residents through various levels of care until move-out or death. The rates using permanent and temporary nursing transfers, deaths and withdrawals were developed Continuing Care Actuaries' demographic database for CCRC residents. This database comprises over 800,000 CCRC residential life-years of demographic experience. The database assumptions used in this analysis reflect experience of communities similar to Searstone. The population projections were combined with expense and revenue assumptions to develop projected cash flows and contingent assets and liabilities. A by-product of these cash flow projections is the actuarial pricing analysis that examines the financial adequacy of the fiscal year 2021 residential fee structures and the actuarial balance sheet which is used as an indicator of the adequacy of historical residential fee structures as of December 31, 2021.

Summary of Findings and Notes

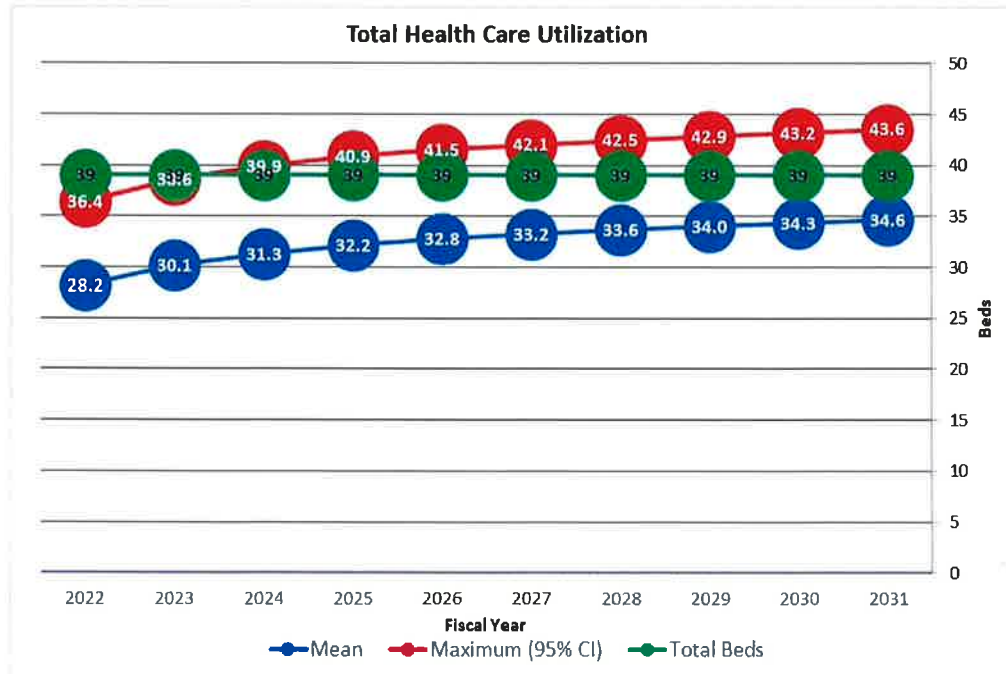
- 1) The data and assumptions used for the population and financial projections in this report form a reasonable basis for the projections. The methods used to produce the projections are consistent with sound actuarial principles and practices as prescribed by the Society of Actuaries and the American Academy of Actuaries.
- 2) The projected occupancy of assisted living units by residents who originated in independent living units with the 95% confidence interval is displayed below.



- 3) The projected occupancy of the skilled nursing facility by residents who originated in independent living units with 95% confidence interval is displayed below.



- 4) The projected occupancy of the combined assisted living units and skilled nursing facility by residents who originated in independent living units with 95% confidence interval is detailed below.



- 5) The financial projection indicates that Searstone will generate positive annual cash flow throughout the projection period.
- 6) Based on the result of the actuarial balance sheet as of December 31, 2021, our analysis concluded that Searstone will have current and future assets of \$172,150,000 with current and future liabilities of \$154,367,000. Based on these projected assets and liabilities, Searstone's funded status is 111.5%, which is below our recommended target of 110% for a mature community. We expect this number to increase as contracts with positive pricing margins are sold.

The actuarial ratio determines the percent of future expenses that are expected to be covered by future revenues for the expected group of residents as of December 31, 2021. This measure is important in that it represents Searstone's ability to deal with adverse experience. This ratio was calculated at 108.7%.

- 7) In conclusion, Searstone is in an *adequate financial condition* to meet its obligations as defined by Actuarial Standard of Practice No. 3 (ASOP 3). ASOP 3 defines adequacy based on the meeting of three required actuarial standards which consist of the actuarial cash flow, the actuarial balance sheet, and the actuarial pricing analysis. Searstone meets the actuarial cash flow, actuarial balance sheet and actuarial pricing requirements.

The results of our study are based on estimates of the demographic and economic assumptions of the most likely outcome. Considerable uncertainty and variability are inherent in such estimates. Accordingly, the subsequent emergence of actual residential movements and of actual revenues and expenses may not conform to the assumptions used in our analysis. Consequently, the subsequent development of these items may vary considerably from expected results.

Management should scrutinize future developments that may have a negative impact on these projections. These developments include lower independent living occupancy than assumed, higher apartment vacancy rates, higher expense inflation, higher health care utilization and longer life expectancies than assumed in the current projection.

Respectfully,



Dave Bond, F.S.A., M.A.A.A.
Managing Partner
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