



**700 South Holden Road  
Greensboro, North Carolina 27407  
(336) 299-0031**

## **DISCLOSURE STATEMENT**

**WhiteStone: A Masonic and Eastern Star Community must deliver a Disclosure Statement to a prospective resident prior to or at the time a prospective resident executes a Residency Agreement to provide continuing care, or prior to or at the time a prospective resident transfers any money or other property to WhiteStone, whichever occurs first.**

**WhiteStone: A Masonic and Eastern Star Community, like all other continuing care retirement communities in the State of North Carolina, is subject to the Continuing Care Retirement Communities Act. 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.**

**June 29, 2023**

**Unless earlier revised, WhiteStone intends for this Disclosure Statement to remain effective until October 28, 2024**

**EQUAL HOUSING OPPORTUNITY**

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## **INTRODUCTION**

WhiteStone: A Masonic and Eastern Star Community, formerly known as The Masonic and Eastern Star Home (the "Community") brings to residents of North Carolina area, who are age 60 and over, a way of living known as "continuing care." This concept offers seniors a life style designed to meet their unique needs while allowing them the freedom to pursue their personal interests. Continuing care senior living communities, such as the Community, encompass these important components: a private residence, a wide array of personal services, and the security of care in the on-site health center.

The Community is owned by The Masonic and Eastern Star Home of North Carolina, Incorporated ("we," "us," or "our"), a North Carolina not-for-profit corporation (exempt from the payment of United States Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code). Our business address is 700 South Holden Road, Greensboro, NC 27407.

We are committed to providing a quality senior living community that is fiscally sound and genuinely responsive to resident needs. We are affiliated with The Grand Lodge of Ancient Free and Accepted Masons of North Carolina ("The Grand Lodge") and The Grand Chapter Order of The Eastern Star of North Carolina ("The Grand Chapter"). Of the 20 members who make up the Board of Directors, The Grand Lodge is responsible for 12 directors, and The Grand Chapter is responsible for 8 directors. Neither The Grand Lodge nor The Grand Chapter is responsible for our financial or contractual obligations and shall accept no responsibility for obligation unless expressly having done so. Our endowment and total assets are used to subsidize any deficits. We do not have any religious affiliation.

One of the purposes of this Disclosure Statement is to explain to prospective residents, their families, and their advisors who and what is involved in the operation of the Community. This Disclosure Statement was prepared on the basis of information available at the time of its publication and assumptions, which were believed to be realistic as of that date. Such information and assumptions are, of course, subject to change and, in particular, are significantly affected by changes in inflation and interest rates.

Since non-technical language has been used in this Disclosure Statement, the text of this booklet and the language of the Residency Agreement signed by a resident may not be the same.

Although this Disclosure Statement details the provisions of the Residency Agreement, the Residency Agreement serves as the sole binding contract between the resident and us.

**We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, or national origin.**

## BOARD OF DIRECTORS

All of the members of the Board of Directors are experienced in their own particular fields, such as law, banking, medical, and entrepreneurship, not in the operation or management of communities like WhiteStone. We feel the expertise of many in their chosen field provides the background for reliable, dependable, and solid decisions regarding our residents and facilities. The names and business addresses of the members of the Board of Directors are listed below:

### Board of Directors – With Voting Rights (May 2023)

#### Masonic Board Members

2023	Gene Jernigan Chairman	283 Eugene Jernigan Rd Dunn, NC 28334 P: 910-892-3723 C :919-820--584 Email: <a href="mailto:genejernigan@embarqmail.com">genejernigan@embarqmail.com</a>
GM	Kevan Frazier	25 Trey Bourne Dr, Asheville, NC 28804 C: 828-275-2448 Email: <a href="mailto:kevanfrazier@gmail.com">kevanfrazier@gmail.com</a>
DGM	Don Kehler	PO Box 474 Greensboro, NC 27402-0474 C: 336-260-8006 Email: <a href="mailto:templepublishers@gmail.com">templepublishers@gmail.com</a>
SGW	Robert Rideout	609 Garden Club Way Wendell, NC 27591 C: (919) 802-6048 Email: <a href="mailto:robert.rideout@gmail.com">robert.rideout@gmail.com</a>
2023	Bryant Webster	110 N. Dougherty St. Black Mountain, N.C. 28711 W: 828-669-7642 Ext 3 C: 828-230-5236 Email: <a href="mailto:Bryant@stoneandchristy.com">Bryant@stoneandchristy.com</a>
2023	Ronald Hensley	7986 Cullowhee Mountain Rd. Cullowhee, NC 28723 H : 828-743-1144 C: 828-399-0028 Email : <a href="mailto:rhenrock@yahoo.com">rhenrock@yahoo.com</a>
2024	Tommy Mills, Jr.	2804 Hiking Trail Raleigh, NC 27615 P: 919-387-0159 Email: <a href="mailto:mills3114@att.net">mills3114@att.net</a>
2024	Edward Johnson, II	1356 Turner Farms Rd. Garner, NC 27529 H: 919-325-9152 C: 919-624-1795 Email: <a href="mailto:landarch@nc.rr.com">landarch@nc.rr.com</a>

2024 David Sawyer

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JGS/ Joey Transou  
2025

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2025 Jerry "Randy" Browning, III

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2025 Rick Patton

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### **Eastern Star Board Members**

WGM Ellen Brooks  
Vice Chair

1907 Orange Factory Road  
Bahama, NC 27503  
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Email: [bahamaoes@yahoo.com](mailto:bahamaoes@yahoo.com)

WGP Mike Underwood  
Secretary

242 Balsam Circle  
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2026 Allen Hughes

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2027 Linda Bonner

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None of the Officers, Directors, or management staff of WhiteStone has any equity, beneficial, or financial interest in WhiteStone. There has been no conviction or charge of a felony on any Officer, Director, or management staff of WhiteStone. There is no matter, in which any person who is an Officer, Director, or management staff: (i) has been convicted of a felony or pleaded *nolo contendere* to a felony charge or has been held liable or enjoined in a civil action by final judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; or (ii) 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 the North Carolina General Statutes, or a similar law in another state.

No Officer, Director or management staff has a 10% or greater interest in any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone or the residents of Whitestone, nor does any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone have a 10% or greater interest in any Officer, Director or management staff.

## **EXECUTIVE DIRECTOR**

Mark Lewis became the on-site Executive Director of WhiteStone in March of 2018. Mr. Lewis has a Bachelor of Arts degree from the University of Findlay and holds a Nursing Home Administrator License from the State of Ohio. Mr. Lewis came to WhiteStone having worked in long term care management since 1996 and joined Life Care Services in 2018. Pursuant to the management agreement for WhiteStone, Mr. Lewis is an employee of Life Care Services LLC.

The Executive Director does not have a 10% or greater interest in any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone or the residents of Whitestone, nor does any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone have a 10% or greater interest in the Executive Director.

## **LIFE CARE SERVICES LLC**

The Provider has retained Life Care Services LLC ("Life Care Services") to manage the Community. As the nation's second largest operator of senior living communities, Life Care Services serves more than 40,000 seniors in more than 140 communities (see Exhibit A). With nearly 50 years of service, Life Care Services has developed expertise in nearly every facet of senior living management. For more information, visit Life Care Services' website: <https://www.senior-living-management.com/>.

Principal officers of Life Care Services include Joel Nelson, Diane Bridgewater, Chris Bird, Rick Exline, Jason Victor, and Jill Sorenson.

Joel Nelson: As chief executive officer of LCS, Joel Nelson is responsible for executing the business strategy across all business lines in the LCS Family of Companies. Joel provides leadership and direction for business growth, service excellence, and enhancing the company's stability and value among financial partners, property owners, and other stakeholders in the senior living field. Joel joined LCS in 1986 and has held several executive roles during his long tenured career with LCS. Today, he is responsible for the oversight of serving nearly 40,000+ seniors and 27,000 employees. Joel serves as Chairman of the Board of Directors of LCS Holding Company, LLC, is a member of the compensation committee and is a trustee of the Company's 401(k) benefits program. Outside LCS, Joel serves on various industry and community boards. Within the industry, Joel is the current chairman of the Argentum Board of Directors, and a member of the National Investment Center operator advisory board and an executive member of the American Senior Housing Association. Joel is active in the Des Moines community and serves as a trustee for ChildServe. As a past board member, he remains active with the Alzheimer's Association and the Central Iowa United Way Board of Directors.

Chris Bird: Capitalizing on his reputation as a change agent, Chris Bird brings his expertise

to the communities LCS serves. By leading operations, building community occupancy, fostering capital partner relationships, and developing new business, Chris implements strategies to deliver on the expectations of owners and shareholders. As president, chief operating officer, Chris oversees Life Care Services, CPS, asset management, procurement, and onboarding operations. His ability to analyze issues, devise continuous process improvements, and incorporate business process initiatives drives performance improvement for the overall operation. At LCS, Chris mentors future leaders by providing guidance, expertise and resources to develop professional skills in the senior living industry. In addition, he is a member of the Board of Directors of LCS Holding Company, LLC. Chris is a member of the Argentum Advisory Council and the Argentum Chief Operating Officer Roundtable. He holds a bachelor's degree in history from the University of Memphis, Tennessee.

**Diane Bridgewater:** As a high energy, results-driven executive, Diane Bridgewater directs all financial aspects and operating infrastructure at LCS to ensure corporate, field and community team members have the resources necessary to provide exceptional customer satisfaction to residents. Serving as executive vice president/chief financial and administrative officer at LCS, Diane is responsible for directing all financial and business operations in addition to overseeing the company's insurance business line, information technology, compliance, regulatory and legal matters. In her executive leadership role, Diane helps to drive strategy development and execution resulting in strong financial performance and growth. At LCS, Diane serves on the Board of Directors of LCS Holding Company, LLC and its related audit committee, compensation committee, retirement fiduciary committee, investment committee, and enterprise risk management committee. Outside the organization, she is a member of Argentum. In addition, Diane sits on the Casey's General Stores board and audit committee. She is also a member of the board and chair of the audit committee at Guide One Insurance. Diane holds bachelor's degrees in accounting and French from the University of Northern Iowa.

**Jason Victor:** Jason Victor is senior vice president, controller and treasurer for LCS. In this role, he provides oversight and direction for the organization's financial matters, ensuring its consistent and efficient fiscal performance. Jason has responsibility for the organization's corporate accounting, corporate payroll, community payroll, treasury and tax departments. He oversees all aspects of general accounting, cash management, billing and receivables, accounts payable, payroll, consolidations, and financial reporting. In addition, Jason provides oversight and guidance related to audits, internal controls, technical accounting, tax and financial management systems. At LCS, Jason serves on the insurance captive, Hexagon, board of directors. Jason holds a bachelor's degree in accounting from the University of Northern Iowa. He is a certified public accountant with an active license in the state of Iowa.

**Jill Sorenson:** Jill Sorenson is senior vice president for LCS. Leaning on her expertise to foster and maintain meaningful relationships, Jill leads the regional team serving a portfolio of 13 Life Plan communities. Following her passion for serving seniors, Jill's responsibilities have grown during her career at LCS. From roles in accounting, information technology, and corporate resource development to receiving her nursing home administrator license, Jill is committed to serving others. Prior to her current position, Jill provided leadership to 22 Life Plan communities where she was successful in delivering on occupancy goals and achieving 4- and 5-star ratings from the Centers for Medicare and Medicaid Services. To ensure Life Care Services is serving

the customer first and foremost, Jill initiated client satisfaction surveys with client boards and owners to build stronger and more strategic relationships. Outside LCS, Jill has served on the San Diego Region for Aging Services of California and the Aging Services of California Board. She is a frequent presenter at national and state industry conferences on topics affecting the senior living industry. Jill holds a bachelor's in business administration from Simpson College and an MBA from the University of Phoenix.

Management of the Community is performed by Life Care Services under contract with us. Life Care Services' responsibilities include: recruiting and employing the executive director; supervising the licensing, equipping, and staffing of the Community; preparing annual budgets; establishing and operating a system of financial controls for the Community, including comparative analyses with other facilities; and overseeing the food service and quality accommodations provided by the Community. The cost of these services cannot presently be estimated.

Life Care Services is not financially responsible for our contractual obligations or other obligations. The Board of Directors retains the ultimate responsibility for hiring managers and monitoring the operating costs, wages, salaries, expenses, fees, and overall fiscal viability of the Community.

Life Care Services does not have a 10% or greater interest in any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone or the residents of Whitestone, nor does any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases, or services of an aggregate value of five hundred dollars (\$500.00) to Whitestone have a 10% or greater interest in Life Care Services.

No managing member of Life Care Services (i) 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 (ii) 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 the North Carolina General Statutes, or a similar law in another state.

None of the officers or management staff of Life Care Services has any equity, beneficial, or financial interest in WhiteStone. There has been no conviction or charge of a felony on any officer or management staff of Life Care Services. There is no matter, in which any person who is an officer or manager, has been convicted of a felony or pleaded *nolo contendere* to a felony charge or has been held liable or enjoined in a civil action by final judgment, or is subject to a currently effective injunctive or restrictive court order. Nor, who within the past five years, has had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department.

## WHITESTONE

Established in 1912, the Community was the first Masonic Fraternal Home in the United States created for the sole purpose of caring for seniors. It is also the oldest senior living home in the State of North Carolina.

Located in the heart of Greensboro, North Carolina, the Community is situated on 42 acres of land and has been in continuous operation for 90 years. Over 1500 Sisters and Brothers of the Fraternities have received care at the Community since November 15, 1913, when the first two residents (a husband and wife) were admitted.

On April 1, 2008, the Community officially changed its name from "Masonic and Eastern Star Home of North Carolina" to "WhiteStone: A Masonic and Eastern Star Community." The name reflects the Community's rich history as it is named after its first Administrator, Mr. White, and its first residents in 1913, Mr. and Mrs. Stone. The corporate entity name of Masonic and Eastern Star Home of North Carolina, Inc. has not changed. The Community currently has three residential buildings, administrative offices, a kitchen and dining room complex (designed to serve the residential and independent apartment residents), and a chapel. The Health Center was built in 1999, with 100 licensed beds (of which 68 beds are dually certified for Medicare and Medicaid, and 12 beds are certified assisted living for memory care), a kitchen, two separate dining areas for residents, physical therapy room, therapy pool, fitness room, meeting rooms, and administrative offices. There are also 16 residential apartments on campus and adjacent to the main complex, as well as 54 independent houses. The Community also has a Home Care license and provides supportive services to residents who need assistance with activities of daily living.

The Community's operating budget is now approximately \$17 million dollars per year. Financial support comes from private pay residents, Medicare, Medicaid, for some residents a percentage of their monthly income, our endowment, legacies, memorials, and donations from the Masonic Lodges and Eastern Star Chapters across the state. The income the Community receives from the Masonic and Eastern Star members, which is substantial, is true charity and goodwill, since the membership has never been assessed for the maintenance of the Community.

As of December 31, 2022, there are 182 residents in the residential living/independent living areas of the Community, 9 assisted living residents, and 51 residents in the nursing facility.

## THE PROPOSAL

1. Criteria for Resident Acceptance. Residency Agreements are subject to acceptance by us. At the time of executing a Residency Agreement, the prospective resident must be 60 years of age or older, capable of living in a residence (with or without reasonable accommodation or reasonable modification), and have sufficient financial resources to pay the Entrance Fee, Monthly Fees and any extra charges incurred as defined in the Residency Agreement. A copy of the Residency Policy is available for review in the Community's Marketing Office.

Financial evaluation is primarily dependent upon two factors (1) net worth and average monthly income. Generally, a prospective resident should have a minimum net worth equal to two (2) times the amount of the Entrance Fee (prior to payment of the Entrance Fee). Generally, a prospective resident should have a minimum monthly income range of one and one-half (1½) two (2) times the Monthly Fee (including second person fees when applicable) in effect at the time of residency. The stability and certainty of continued income will also be a factor in the evaluation process.

An inquiry will be made of all prospective residents regarding the prospective resident's ability to live in a residence, with or without reasonable accommodation or reasonable modification. To determine whether a prospective resident meets the health guidelines, the following information will be gathered: (1) insurance and health information will be obtained on a Confidential Data Application and Resident Health Information Form – to be completed by the prospective resident; (2) a Memory Health Assessment will be administered by the Community; and (3) a Health Information Form will be completed by the prospective resident's physician.

If the prospective resident meets the criteria for residency, we will execute the Residency Agreement. If the prospective resident does not meet the criteria for residency, then we will issue written notice of non-acceptance and issue a refund of any Entrance Fee payment pursuant to Paragraph 3.A below.

2. Entrance Fee. Payment of an Entrance Fee provides a resident with the lifetime use of a residence and the services and amenities available at the Community. At the time the resident makes application for residency at the Community, the resident will sign a Residency Agreement to reserve the residence selected and will pay an Entrance Fee deposit to us. The balance of the Entrance Fee will be paid upon the earlier of (i) occupancy or (ii) 90 days after the Residency Agreement is executed. For residents who enter a Residency Agreement for Expansion Residences, the balance of the Entrance Fee shall be paid on the earlier of (i) the date the resident assumes occupancy at the Community or (ii) within thirty (30) days from the date the resident is notified that the expansion residence is ready for occupancy.

The current Entrance Fee amounts (and five year historical Entrance Fees) are included in tables at the end of the main body of this Disclosure Statement.

The Community currently offers three forms of Residency Agreements for existing residences: a 90% Return-of-Capital™ Plan, a 50% Return-of-Capital™ Plan, and a Traditional Plan (See Exhibits 6 through 8 of this Disclosure Statement). The difference between the 90% Return-of-Capital™, the 50% Return-of-Capital™, and the Traditional Plans is the amount of the Entrance Fee paid upon residency, and the amount of the repayment a resident (or resident's estate) is entitled to after a resident assumes occupancy at the Community as described in Section 3.E below.

During the expansion process (discussed in the section below entitled “Facility Expansion and Renovation”), the Community will offer three additional forms of Residency Agreements: a 90% Return-of-Capital™ Plan for Expansion Residences, a 50% Return-of-Capital™ Plan for Expansion Residences, and a Traditional Plan for Expansion Residences. The Expansion

Agreements are substantially the same as their standard-contract counterparts. The main differences are that (1) they are written so that the balance of the Entrance Fee has not yet been paid, (2) they may be cancelled if we do not make a residence available to the resident within twenty-four (24) months after the agreement is executed, and (3) changes were made to the right of recession period.

3. Repayment of the Entrance Fee.

A. Nonacceptance. If the resident is not accepted for residency at the Community, the full amount of the Entrance Fee paid by the resident will be promptly repaid, without interest.

B. Right of Rescission. In accordance with the North Carolina law and regulations governing continuing care senior living communities, a resident has the right to rescind the Residency Agreement within 30 days following the later of (i) his/her execution of the Residency Agreement; or (ii) the receipt of a Disclosure Statement. The resident is not required to move into the Community before the expiration of the 30-day rescission period. If a resident rescinds the Residency Agreement, the Entrance Fee paid by the resident will be repaid, less (i) a service charge equal to the greater of \$1,000 or 2% of the Entrance Fee, and (ii) less any charges specifically incurred by the Community at the resident's request. The applicable repayment amount outlined above shall be paid within 60 days of our receipt of the written notice of rescission.

C. Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity, or Change in Financial Condition. If, prior to occupancy, the resident dies before occupying the residence at the Community or if, on account of illness, injury, incapacity a resident is unable to occupy the residence at the Community, then the Residency Agreement will automatically cancel. The resident may also cancel the Residency Agreement prior to occupancy due to a substantial change in the resident's financial condition. In all these events of cancellation prior to occupancy, the resident or resident's estate will receive a repayment of the portion of the Entrance Fee paid, less (i) a service charge equal to the greater of \$1,000 or 2% of the Entrance Fee, and (ii) less any charges specifically incurred by us at the resident's request. Such repayment shall be paid within 60 days after our receipt of the written notice of cancellation.

D. Cancellation Prior to Occupancy for Other Reasons. If the resident cancels the Residency Agreement for reasons other than those stated in Section 3.C above, the resident shall receive a repayment of the portion of the Entrance Fee paid, less (i) a service charge equal to the greater of \$1,000 or 2% of the Entrance Fee, and (ii) less any charges specifically incurred by us at the resident's request. Such repayment shall be paid within 60 days after our receipt of the written notice of cancellation.

E. Cancellation After Occupancy. In the event the Residency Agreement is canceled after occupancy or in the event of resident's death after occupancy, repayment of the Entrance Fee will be as follows:

(1) 50% Return-of-Capital™ Residency Agreement (see Exhibit 6 to this Disclosure Statement): Under the 50% Return-of-Capital™ Residency Agreement, resident or resident's estate will receive a repayment of 96% of the Entrance Fee previously paid by resident, less 2% for each month of residency or portion thereof for up to 23 months. Subject to the Community's right of set-off, the repayment of the Entrance Fee will not be less than 50%. In the event the residence is not reserved by a new resident, such repayment will be paid, without interest, within 24 months from the effective cancellation date of the Residency Agreement. Such repayment will be paid, without interest, within 60 days after the resident's residence is reserved by a new resident and such new resident has paid the full amount of the Entrance Fee.

(2) 90% Return-of-Capital™ Residency Agreement (see Exhibit 7 to this Disclosure Statement): Under the 90% Return-of-Capital™ Residency Agreement, resident or resident's estate will receive a repayment of 96% of the Entrance Fee previously paid by resident, less 2% for each month of residency or portion thereof for up to 3 months. Subject to the Community's right of set-off, the repayment of the Entrance Fee will not be less than 90%. Such repayment will be paid, without interest, within 60 days after the resident's residence is reserved by a new resident and such new resident has paid the full amount of the Entrance Fee. In the event the residence is not reserved by a new resident, such repayment will be paid, without interest, within 24 months from the effective cancellation date of the Residency Agreement.

(3) Traditional Residency Agreement (see Exhibit 8 to this Disclosure Statement): Under the Traditional Residency Agreement, resident or resident's estate will receive a repayment of the Entrance Fee previously paid by resident, less 2% for each month of residency or portion thereof. After 50 months of residency, the Entrance Fee will be fully amortized, and no repayment of the Entrance Fee will be made. If an Entrance Fee repayment is due under the Traditional Residency Agreement, such Entrance Fee repayment will be paid, without interest, within 60 days after the resident's residence is reserved by a new resident and such new resident has paid the full amount of the Entrance Fee. In the event the residence is not reserved by a new resident, such repayment will be paid, without interest, within 24 months from the effective cancellation date of the Residency Agreement.

F. Cancellation Upon Death. In the event of death of the resident at any time after occupancy, the Residency Agreement shall cancel and the repayment of the Entrance Fee paid by the resident will be as outlined in Section 3.E above.

G. Cancellation by Us. Upon 30 days written notice to the resident and/or his or her legal representative, we may cancel the Residency Agreement at any time on the following grounds, which shall be determined by us in our sole discretion:

- Resident does not comply with the terms of the Residency Agreement or the Community's published operating procedures, covenants, rules, regulations, and policies now existing or later amended by the Community; or

- Resident misrepresents himself or fails to disclose information during the residency process; or
- Resident fails to pay any charges to us within 60 days of the due date; or
- Resident's health status or behavior constitutes a substantial threat to the health or safety of resident, other residents, or others, including resident's refusal to consent to relocation, or behavior that would result in physical damage to the property of others.
- There is a major change in resident's physical or mental condition, which cannot be cared for in the Community Health Center within the limits of the Community's license.

Cancellation by us occurs only as a last resort, after it becomes clear to us that cancellation is necessary, and after the resident and/or the resident's legal representative/responsible party has an opportunity to be heard. Upon cancellation of residency, any Monthly Fees paid in advance are pro-rated and an appropriate repayment is made. Any repayment of the Entrance Fee would be computed on the same basis as stated in Section 3.E above.

H. Cancellation Due to Residence Not Available. For residents who enter a Residency Agreement for Expansion Residences, residents may cancel their Agreement upon written notice to us if we have not made the residence available to you for occupancy within twenty-four (24) months from the date we execute that Agreement. Refund of the Entrance Fee will be outlined in the Agreement.

5. Payment of a Monthly Fee. The resident is required to pay a Monthly Fee to the Community by the 10<sup>th</sup> day of each month. If there are two residents, a second person Monthly Fee will also be paid. The Monthly Fees are paid to provide the services and amenities described in the Residency Agreement and to meet the costs of the expenses associated with the operation of the Community. We may increase the Monthly Fee upon 30 days written notice to the residents if we deem it necessary in order to meet the financial needs of the Community and to provide the services to the residents. The current Monthly Fee amounts are included in the tables at the end of the main body of this Disclosure Statement.

6. Health Center Services. Each resident is entitled to receive 30 days of care in the Health Center (to receive assisted living, skilled nursing care, or specialized care for dementia or related disorders) at no extra charge, except for the costs of physician services and ancillary health services and supplies as outlined in the Residency Agreement. Such 30 days are non-cumulative and renew on an annual basis. After the 30 days of care each year, resident will be required to pay the per diem rate for care in the Health Center, as well as the Monthly Fee. If it is determined that the resident requires permanent care in a Health Center, the resident will be required to surrender his or her residence for occupancy by someone else. Once the residence is surrendered, the resident will no longer be required to pay the Monthly Fee.

7. Relocation/Moves. We reserve the right to relocate a resident to a different residence or a higher level of care after consultation with the resident, resident's family and attending physician if it is determined that such a move should be made for the benefit of the resident or for the proper operation of the Community or to meet the requirements of law.

8. Provisions for New Second Resident. No person other than the resident may occupy the residence without our written approval. If a second person, who is not a party to the Residency Agreement, wishes to become a resident of the Community, that person's acceptance will be in accordance with the current residency policy. An Entrance Fee as determined by the Community will be paid upon residency. In addition, each month the then-current Monthly Fee for second persons will be paid. If the second person does not meet the requirements for residency, he or she will not be permitted to occupy the residence for more than 30 days, except with our written approval.

9. Provisions for Resident Marrying Resident. Should the resident marry a person who is also a resident of the Community and should they decide to occupy one residence, they must declare which residence will be occupied and which residence will be surrendered. The repayment due to the surrendered residence will be as described in Section 3.E above. Each month, the then-current Monthly Fee for second persons shall be paid.

10. Insurance. The Residency Agreement requires that the resident maintain Medicare Part A, Medicare Part B and one supplemental health insurance policy or equivalent insurance coverage acceptable to us.

11. Financial Assistance. Financial assistance may be available to existing continuing care residents who live at the Community under a continuing care residency agreement. To be eligible for such financial assistance, the resident cannot impair his/her ability to meet his/her financial obligations by transfer of assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance as outlined in the Residency Agreement. Financial assistance funds are available as long as providing financial assistance does not impair our ability to operate the Community on a sound financial basis for the benefit of all residents.

We do not offer financial assistance to those residents who are admitted directly to the Health Center (those who did not execute a residential living continuing care residency agreement).

12. Tax Discussion. The signing of the Residency Agreement and payment of the Entrance Fee and Monthly Fee gives rise to certain unique tax considerations. The discussion below outlines the process which will be utilized to determine the percentage of the Entrance Fee and Fee that the resident may choose to deduct as a medical expense. Each resident is advised to consult with his/her personal tax advisor regarding the tax consequences associated with becoming a resident of the Community. We are not a tax advisor and disclaim any responsibility for any tax advice relating to your becoming a resident of the Community.

13. Medical Expense Deduction. A resident of the Community may be allowed tax benefits associated with his or her residency. A percentage of the non-repayable portion of the Entrance Fee may be taken as a medical expense deduction in the year in which it is deemed finally paid. Also, a percentage of the Monthly Fee paid by a resident may be taken as a medical expense deduction each year. In February of each year, we will provide residents with a percentage of the

prior year's Monthly Fee that has been determined to be attributable to the operations of the Health Center. All deductions are of course subject to limitations imposed by the Internal Revenue Code of 1986, as amended. It is advisable that residents seek the advice of their tax counsel before taking this deduction.

## **SERVICES AND AMENITIES**

Pursuant to the terms of the Residency Agreement, residents are eligible to receive the following standard services and amenities for payment of the Monthly Fee:

- Monthly Dining Allocation, as further outlined in Section 3 of the Residency Agreements.
- Water, sewer, air conditioning, heating, electricity, trash removal, and municipal services. The resident is responsible for the charges related to telephone, and cable or satellite television reception.
- Access to one unassigned parking stall (other spaces, if available, may be provided for an additional fee).
- Building and grounds maintenance.
- Weekly housekeeping service.
- Availability of laundry facilities so that resident may wash and dry personal laundry.
- Planned activities -- social, educational, cultural, recreational, and spiritual -- for those who wish to participate.
- Services of an activities director.
- Use of the Community's common areas and amenities during scheduled hours – central dining room, chapel, library, mail boxes, lounges, arts and crafts room, exercise areas, community garden, dog park, fellowship hall, and woodworking shop.
- Carpeting (except in the kitchen and bath where there is other floor covering).
- A kitchen, including refrigerator with icemaker, range/oven, garbage disposal, dishwasher, and microwave.
- Local transportation scheduled by us.
- Twenty-four hour emergency call monitoring in resident's residence by nursing staff.
- Guest parking areas.
- Fire detection system.
- Security for buildings and grounds.
- Health Center Level Services for 30 free annual days of care, as further defined in the Residency Agreements.

The following supplemental services and amenities are also available to residents for an extra charge:

- Additional meals in the dining room over those provided in consideration for the Monthly Fee.
- Guest accommodations, if available.

- Certain other supplies and services such as medicine, drugs, prescribed therapy, Health Center Medical Director, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.
- Other optional services related or unrelated to care in the Health Center as approved by us.
- Personal laundry service.
- Guest meals.
- Additional housekeeping services.
- Special events transportation.
- Extended dietician services when ordered by resident's attending physician or dietician services not ordered by resident's attending physician.
- Tray service to resident's residence when ordered by resident's attending physician, the Health Center Medical Director, the Health Center director of nursing, assistance-in-living director or resident services director.
- Health Center Level Services beyond the 30 free annual days of care, as further defined in the Residency Agreements.

## **RESERVES, ESCROW, AND TRUSTS STATEMENT**

(A)---All continuing care facilities shall maintain after opening: operating reserves equal to twenty-five percent (25%) to fifty percent (50%) of the total operating costs projected for the 12-month period following the period covered by the most recent annual statement filed with the Department. The forecast statements as required by G.S.58-64-20 (a)(12) shall serve as the basis for computing the operating reserve. 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 Commissioner. If the debt service portion is accounted for by way of another reserve account, the debt service portion may be excluded. Facilities that maintain an occupancy level in excess of 90% shall only be required to maintain 25% operating reserve upon approval of the Commissioner, unless otherwise instructed by the Commissioner. The operating reserves may 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.

(B)---Operating reserves shall only be released upon the submittal of a detailed request from the provider or facility and must be approved by the Commissioner. Such requests must be submitted in writing for the Commissioner to review at least 10 business days prior to the date of withdrawal.

(C)---The operating reserve requirement for Whitestone is \$4,167,250. The Masonic and Eastern Star Home of North Carolina, Inc. has available as of March 31, 2023 short-term restricted assets of \$5,638,556 with additional funds set aside as restricted assets to meet North Carolina year end reserve requirements.

(D)---Overall policies and decisions relative to the magnitude of reserve funds, investment of reserve funds, and the expenditure of operating funds are under the direction of the Finance Committee of the Board of Directors. However, for many years, the Board of Directors has relied on the Directors of the North Carolina Masonic Foundation for investment purposes. The Foundation is comprised of five members who serve five year staggered terms. Due to their successful management, each has been re-elected each year. All of the members have been, or are, successful businessmen, and because of their love for WhiteStone, there is no expense for their services.

## **FACILITY EXPANSION AND RENOVATION**

### Purpose, need and scope of the expansion

The Community currently has (a) three residential buildings containing a total of 33 rooms and apartments; (b) an independent living building containing 46 one and two bedroom apartments; (c) 16 one and two bedroom duplex cottages and 54 houses; (d) an administrative office building; (e) a kitchen and dining room complex (designed to serve the independent living residents); and (f) a chapel. In addition, a skilled nursing center (the "Care and Wellness Center") built in 1999 contains 100 licensed beds (12 are memory care beds and 88 are nursing care beds, of which 60 are dually certified for Medicare and Medicaid), a kitchen, two separate dining areas for residents, a physical therapy room, a therapy pool, meeting rooms, and administrative offices. In 2010, a new fitness center was added and the commons and dining buildings underwent a complete renovation. In 2012, an addition was completed adding the 46-unit independent living building mentioned in (b) above and eight new houses. In total, there are currently 178 independent living units, 88 nursing care beds and 12 memory care beds. As of December 2021, not all of these units are available for residency due the current expansion. The Community also provides home care services for those living in independent living units.

The addition of a fitness center and the renovation of the commons and dining in 2010 and the addition of the 46 independent living apartments in 2012 (described above) were the first steps of a long-range plan to expand and reposition the community to more successfully match consumer expectations and to keep WhiteStone competitive in its marketplace, thereby protecting the investments of the WhiteStone residents. The 2012 expansion of new independent living units, while marketed and constructed during very difficult economic times, was an overwhelming success. The current expansion project will continue the Owner's planned, orderly long-term expansion and repositioning of WhiteStone.

The current expansion seeks to meet four goals of the Owner - first, to provide a full continuum of care to its residents with the addition of assisted living beds; second, to significantly renovate the Care and Wellness Center originally built in 1999; third, to continue improving the independent living unit mix to meet the expectations of today's residents; and fourth, to add commons and amenities for the enjoyment of its current residents and to meet the expectations of its prospective residents.

The Owner began considering the current expansion in 2015 and engaged LCS Development, LLC (“LCSD”) as its Development Consultant for the proposed project. In 2015 and 2016, LCSD performed a master planning exercise to assist the Owner in defining the scope for the project. In 2017, the Owner assembled its final Development Team that includes LCSD as Development Consultant; SFCS, Inc. as Architect; Frank L. Blum Construction Company as Construction Manager; and Cain Brothers as Financial Advisor. All of these firms have extensive experience in the senior housing industry, both nationally and in North Carolina. In October of 2020, the Owner broke ground on the project, which consists of the following:

- Constructing 67 new independent living apartments – a mix of one and two-bedroom units
- Constructing a new assisted living/memory care facility containing 24 assisted living units and 12 memory care suites
- Significant renovation of the Care and Wellness Center (the skilled nursing facility) including the conversion of some semi-private rooms to private rooms
- Renovation of the wellness area and relocation of certain community amenities

WhiteStone’s campus site has sufficient land to allow for the current expansion and the expansion is allowed under the site’s I zoning.

The expansion project is expected to be completed in June of 2023.

## ESTIMATED OCCUPANCY FOR 2023

Independent Living:

214 available / 199 residents

Assisted Living / Memory Care:

36 available / 21 residents

Health Center:

78 units available / 61 residents

\*Due to the completion of the expansion project estimated for June 2023, the average estimated occupancy for 2023 is based off a build-up of total available units throughout the second half of the year.

## FINANCIAL INFORMATION

1. **Financial Statements.** WhiteStone operates on a fiscal year which coincides with the calendar year (12/31). The financial records of the facility are audited annually by Bernard Robinson & Company, L.L.P.; 1501 Highwoods Blvd., Suite 300, Greensboro, NC 27410. Our operating income is derived mainly from two sources. Approximately 90% of operating income comes from the residents (either private monthly income or Medicare, Medicaid and private insurance) and approximately 10% comes from charitable sources. See Exhibit 2 of this Disclosure Statement for current certified financial statements as of December 31, 2022.

2. **Forecasted Financial Statements.** See Exhibit 3 of this Disclosure Statement for certified five year projection statements for 2023 through 2027.

3. **Interim Unaudited Financial Statements.** See Exhibit 4 of this Disclosure Statement for interim unaudited financial statements as of March 31, 2023.

4. **Explanation of Material Differences.** See Exhibit 5 for the explanation of the material differences for the Balance Sheet, Statement of Operations, and Statement of Cash Flows for the fiscal year 2022 and the actual results for the fiscal year 2022.

5. **Financing.** See Note 6 of the audited financial statements for information on long-term debt and financing.

## FEES

The following tables set out the current monthly fee, current per diem rates of charge for care in the Health Center, the average increase in monthly fee and per diem rates for the past five years, the current and five year historical entrance fee amounts for WhiteStone, and current in-home care rates. Fees are adjusted annually, effective January 1.

### 2023 Monthly Fees

Type of Residence	Single Occupancy	Double Occupancy
Residential Apartments		
Studio	\$3,131	3,711
Studio Deluxe	3,131	3,711
Latham, Bennette Kitchenette (1 Bedroom)	3,820	4,399
Latham, Bennette Kitchen (1 Bedroom)	3,820	4,399
Linville (1 Bedroom Renovated)	3,820	4,399
Apartment Homes		
Alamance (1 Bdrm, Full Bath)	3,207	3,932
Caswell (1 Bdrm w/Den, 1.5 Bath)	3,518	4,242
Davidson (1 Bdrm w/Den, 1.5 Bath)	3,728	4,450
Forsyth (2 Bdrm, 2 Bath)	3,935	4,657
Guilford (2 Bdrm, 2 Bath)	4,016	4,741
Randolph (2 Bdrm, 2 Bath, Sunroom)	4,140	4,803
Cottages		
1 Bedroom/1 Bath	2,971	3,640
2 Bedroom/2 Bath	3,253	3,896
Villa Homes		
Piedmont (2 Bdrm, 2 Bath)	3,677	4,342

**Average Dollar Amount of Changes – Monthly Fee**

	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Single Occupancy	\$89.73	\$97.80	\$117	\$106	\$157	\$281
Double Occupancy	\$15.86	\$17.00	\$138	\$126	\$186	\$332

**2023 Health Center Fees**

Current per diem rates of charge for assisted living or skilled nursing care in the Health Center are:

Assisted Living Care	
Semi-Private Room	\$260
Private Room	\$289
Skilled Nursing Care	
Semi-Private Room	\$315
Private Room	\$380

**Average Dollar Amount of Changes – Assisted Living Per Diem Charge**

	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Semi-Private	\$8	\$7	\$8	\$8	\$11	\$20
Private	\$9	\$8	\$9	\$9	\$13	\$23

**Average Dollar Amount of Changes – Skilled Nursing Per Diem Charge**

	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Semi-Private	\$8	\$9	\$10	\$9	\$14	\$26
Private	\$11	\$10	\$13	\$11	\$17	\$30

### Entrance Fee Table – Traditional Plan

Type of Residence	2018	2019	2020	2021	2022	2023
Residential Apartments						
Studio	\$52,500	\$52,500	\$52,500	\$54,400	\$57,120	\$57,120
Studio Deluxe	70,000	70,000	70,000	72,500	76,125	76,125
Latham, Bennette Kitchenette (1 Bedroom)	85,000	85,000	85,000	88,000	92,400	92,400
Latham, Bennette Kitchen (1 Bedroom)	100,000	100,000	100,000	103,500	108,675	108,675
Linville (1 Bedroom Renovated)	100,000	100,000	100,000	103,500	108,675	108,675
Apartment Homes						
Alamance (1 Bdrm, Full Bath)	158,000	158,000	158,000	163,600	171,780	171,780
Caswell (1 Bdrm w/Den, 1.5 Bath)	185,000	185,000	185,000	191,500	201,075	201,075
Davidson (1 Bdrm w/Den, 1.5 Bath)	200,500	200,500	200,500	207,500	217,875	217,875
Forsyth (2 Bdrm, 2 Bath)	220,000	220,000	220,000	227,700	239,085	239,085
Guilford (2 Bdrm, 2 Bath)	238,500	238,500	238,500	246,900	259,245	259,245
Randolph (2 Bdrm, 2 Bath, Sunroom)	250,000	250,000	250,000	258,800	271,740	271,740
Cottages						
1 Bedroom/1 Bath	120,000	120,000	120,000	124,200	130,410	130,410
2 Bedroom/2 Bath	140,000	140,000	140,000	145,000	152,250	152,250
Villa Homes						
Piedmont (2 Bdrm/2 Bath)	284,000	284,000	284,000	294,000	338,100	338,100

**Entrance Fee Table – 50% Return-of-Capital™ Plan**

<b>Type of Residence</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Residential Apartments</b>						
Studio	\$75,700	\$75,700	\$75,700	\$78,400	\$82,320	\$82,320
Studio Deluxe	101,000	101,000	101,000	104,500	109,725	109,725
Latham, Bennette Kitchenette (1 Bedroom)	123,000	123,000	123,000	149,100	133,665	133,665
Latham, Bennette Kitchen (1 Bedroom)	144,000	144,000	144,000	149,400	156,555	156,555
Linville (1 Bedroom Renovated)	144,000	144,000	144,000	149,100	156,555	156,555
<b>Apartment Homes</b>						
Alamance (1 Bdrm, Full Bath)	232,260	232,260	232,260	240,400	252,420	252,420
Caswell (1 Bdrm w/Den, 1.5 Bath)	267,000	267,000	267,000	276,400	290,220	290,220
Davidson (1 Bdrm w/Den, 1.5 Bath)	295,000	295,000	295,000	305,300	320,565	320,565
Forsyth (2 Bdrm, 2 Bath)	308,000	308,000	308,000	318,800	334,740	334,740
Guilford (2 Bdrm, 2 Bath)	333,000	333,000	333,000	344,700	361,935	361,935
Randolph (2 Bdrm, 2 Bath, Sunroom)	350,595	350,595	350,595	362,900	381,045	381,045
<b>Cottages</b>						
1 Bedroom/1 Bath	173,000	173,000	173,000	179,100	188,055	188,055
2 Bedroom/2 Bath	202,000	202,000	202,000	209,200	219,660	219,660
<b>Villa Homes</b>						
Piedmont (2 Bdrm/2 Bath)	417,500	417,500	417,500	432,100	496,915	496,915

**Entrance Fee Table – 90% Return-of-Capital™ Plan**

<b>Type of Residence</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Residential Apartments</b>						
Studio	\$75,700	\$97,000	\$97,000	\$100,400	\$105,420	\$105,420
Studio Deluxe*	101,000	130,000	130,000	134,600	141,330	141,330
Latham, Bennette Kitchenette (1 Bedroom)	123,000	158,000	158,000	163,600	171,780	171,780
Latham, Bennette Kitchen (1 Bedroom)	144,000	185,000	185,000	191,500	201,075	201,075
Linville (1 Bedroom Renovated)	144,000	185,000	185,000	191,500	201,075	201,075
<b>Apartment Homes</b>						
Alamance (1 Bdrm, Full Bath)	298,600	298,600	298,600	309,100	324,555	324,555
Caswell (1 Bdrm w/Den, 1.5 Bath)	343,000	343,000	343,000	355,000	372,750	372,750
Davidson (1 Bdrm w/Den, 1.5 Bath)	379,000	379,000	379,000	392,300	411,915	411,915
Forsyth (2 Bdrm, 2 Bath)	396,900	396,900	396,900	410,800	431,340	431,340
Guilford (2 Bdrm, 2 Bath)	442,000	442,000	442,000	457,500	480,375	480,375
Randolph (2 Bdrm, 2 Bath, Sunroom)	450,450	450,450	450,450	466,200	489,510	489,510
<b>Cottages</b>						
1 Bedroom/1 Bath	173,000	222,500	222,500	230,300	241,815	241,815
2 Bedroom/2 Bath	202,000	260,000	260,000	269,100	282,555	282,555
<b>Villa Homes</b>						
Piedmont (2 Bdrm/2 Bath)	537,000	537,000	537,000	555,800	639,170	639,170

**2023 Expansion Monthly Fees**

<b>Type of Residence</b>	<b>Single Occupancy</b>	<b>Double Occupancy</b>
Apartment Homes		
Chatham (1 Bedroom)	\$2,600	\$3,600
Unit G (1 Bedroom Deluxe)	2,950	3,950
Wilkes (1 Bedroom w/ Den)	2,900	3,900
Iredell (2 Bedroom)	3,200	4,200
Yadkin (2 Bedroom w/ Sunroom)	3,400	4,400
Davie (2 Bedroom w/ Den)	3,500	4,500
Unit J (2 Bedroom w/ Den End Unit w/ 2 Balcony)	4,250	5,250
Unit H (2 Bedroom w/ Den End Unit)	4,069	5,069

**2023 Expansion Entrance Fee Table – Traditional Plan**

<b>Type of Residence</b>	<b>2023</b>
Apartment Homes	
Chatham (1 Bedroom)	\$180,000
Unit G (1 Bedroom Deluxe)	201,000
Wilkes (1 Bedroom w/ Den)	214,000
Iredell (2 Bedroom)	263,000
Yadkin (2 Bedroom w/ Sunroom)	299,000
Davie (2 Bedroom w/ Den)	364,000
Unit J (2 Bedroom w/ Den End Unit w/ 2 Balcony)	478,000
Unit H (2 Bedroom w/ Den End Unit)	370,000

**2023 Expansion Entrance Fee Table – 50% Return-of-Capital™ Plan**

Type of Residence	2023
Apartment Homes	
Chatham (1 Bedroom)	\$251,000
Unit G (1 Bedroom Deluxe)	282,000
Wilkes (1 Bedroom w/ Den)	307,000
Iredell (2 Bedroom)	369,000
Yadkin (2 Bedroom w/ Sunroom)	419,000
Davie (2 Bedroom w/ Den)	477,000
Unit J (2 Bedroom w/ Den End Unit w/ 2 Balcony)	675,000
Unit H (2 Bedroom w/ Den End Unit)	520,000

**2023 Expansion Entrance Fee Table – 90% Return-of-Capital™ Plan**

Type of Residence	2023
Apartment Homes	
Chatham (1 Bedroom)	\$325,000
Unit G (1 Bedroom Deluxe)	364,000
Wilkes (1 Bedroom w/ Den)	392,000
Iredell (2 Bedroom)	474,000
Yadkin (2 Bedroom w/ Sunroom)	539,000
Davie (2 Bedroom w/ Den)	603,000
Unit J (2 Bedroom w/ Den End Unit w/ 2 Balcony)	854,000
Unit H (2 Bedroom w/ Den End Unit)	658,000

## **2023 Ancillary Charges**

Monthly Laundry Charge	\$40/month
Request for Additional weekly housekeeping	\$47/cleaning
Personal Shopping Services (2 hour minimum)	\$21/hour
Roll-away bed usage	\$10/night
Carpet spot cleaning	\$26/hour

# **EXHIBIT 1**

## **Communities Managed by Life Care Services LLC**

**EXHIBIT A**  
**SENIOR LIVING COMMUNITIES MANAGED**  
**BY LIFE CARE SERVICES**  
**AS OF 05/08/2023**

Alabama, Birmingham – Galleria Woods  
Alabama, Hoover – Danberry at Inverness  
Arizona, Chandler – Clarendale of Chandler  
Arizona, Fountain Hills – Fountain View Village  
Arizona, Peoria – Sierra Winds  
Arizona, Phoenix – Clarendale of Arcadia  
Arizona, Phoenix – Sagewood  
Arizona, Tempe (Phoenix) – Friendship Village of Tempe  
California, Cupertino – Forum at Rancho San Antonio, The  
California, Palo Alto – Moldaw Residences  
California, San Diego – Casa de las Campanas  
California, San Rafael – Aldersly  
California, Santa Rosa – Arbol Residences of Santa Rosa  
California, Santa Rosa – Oakmont Gardens  
Connecticut, Essex – Essex Meadows  
Connecticut, Mystic – StoneRidge  
Connecticut, Southbury – Pomperaug Woods  
Delaware, Newark – Millcroft Living  
Delaware, Wilmington – Foulk Living  
Delaware, Wilmington – Shipley Living  
Florida, Aventura – Sterling Aventura  
Florida, Bradenton – Freedom Village of Bradenton  
Florida, Celebration – Windsor at Celebration  
Florida, Clearwater – Regency Oaks  
Florida, Hollywood – Presidential Place  
Florida, Jacksonville – Cypress Village  
Florida, Leesburg – Lake Port Square  
Florida, Naples – The Glenview at Pelican Bay  
Florida, Naples – The Arlington of Naples  
Florida, Palm City – Sandhill Cove  
Florida, Port Charlotte – South Port Square  
Florida, Seminole – Freedom Square of Seminole  
Florida, Seminole – Lake Seminole Square  
Florida, Sun City Center – Freedom Plaza  
Florida, The Villages – Freedom Point at The Villages  
Georgia, Evans – Brandon Wilde  
Georgia, Savannah – Marshes of Skidaway Island, The  
Illinois, Addison – Clarendale of Addison  
Illinois, Algonquin – Clarendale of Algonquin  
Illinois, Chicago – Clare, The  
Illinois, Godfrey – Asbury Village  
Illinois, Lincolnshire – Sedgebrook  
Illinois, Mokena – Clarendale of Mokena  
Illinois, Naperville – Monarch Landing

Illinois, Wheaton – Wyndemere  
Indiana, Carmel – Magnolia Springs at Bridgewater  
Indiana, Carmel – Rose Senior Living – Carmel  
Indiana, Greenwood (Indianapolis) – Greenwood Village South  
Indiana, Indianapolis – Magnolia Springs Southpointe  
Indiana, Indianapolis – Marquette  
Indiana, Schererville – Clarendale of Schererville  
Indiana, Terre Haute – Westminster Village  
Indiana, West Lafayette – Westminster Village West Lafayette  
Iowa, Ames – Green Hills Community  
Iowa, Cedar Rapids – Cottage Grove Place  
Kansas, Atchison – Dooley Center  
Kansas, Bel Aire – Catholic Care Center  
Kentucky, Florence – Magnolia Springs Florence  
Kentucky, Lexington – Magnolia Springs Lexington  
Kentucky, Lexington – Richmond Place Senior Living  
Kentucky, Louisville – Magnolia Springs East  
Maryland, Columbia – Residences at Vantage Point  
Maryland, Timonium – Mercy Ridge  
Maryland, Towson (Baltimore) – Blakehurst  
Michigan, Auburn Hills – The Avalon of Auburn Hills  
Michigan, Battle Creek – NorthPointe Woods  
Michigan, Bloomfield Township – The Avalon of Bloomfield Township  
Michigan, Clinton Township – Rose Senior Living – Clinton Township  
Michigan, East Lansing – Burcham Hills  
Michigan, Holland – Freedom Village  
Michigan, Kalamazoo – Friendship Village  
Michigan, Novi – Rose Senior Living at Providence Park  
Michigan, Waterford – Canterbury-on-the-Lake  
Michigan, Auburn Hills – The Avalon of Auburn Hills  
Michigan, Commerce Township – The Avalon of Commerce Township  
Minnesota, Buffalo – Havenwood of Buffalo  
Minnesota, Burnsville – Havenwood of Burnsville  
Minnesota, Champlin – Champlin Shores  
Minnesota, Maple Grove – Havenwood of Maple Grove  
Minnesota, Minnetonka – Havenwood of Minnetonka  
Minnesota, Richfield – Havenwood of Richfield  
Minnesota, Plymouth – Trillium Woods  
Minnesota, Vadnais Heights – Gable Pines  
Missouri, Higginsville – John Knox Village East  
Missouri, St. Peters – Clarendale of St. Peters  
New Jersey, Bridgewater – Delaney of Bridgewater, The  
New Jersey, Bridgewater – Laurel Circle  
New Jersey, Burlington – Masonic Village at Burlington  
New York, Levittown – Village Green A Carlisle Assisted Living Community  
New York, Patchogue – Village Walk Patchogue  
New York, Rye Brook – Broadview Senior Living at Purchase College  
New York, Staten Island – Brielle at Seaview, The  
North Carolina, Chapel Hill – Cedars of Chapel Hill, The  
North Carolina, Charlotte – Cypress of Charlotte, The

North Carolina, Durham – Croasdaile Village  
North Carolina, Greensboro – WhiteStone  
North Carolina, Greenville – Cypress Glen  
North Carolina, Lumberton – Wesley Pines  
North Carolina, Raleigh – Cypress of Raleigh, The  
North Carolina, Wilmington – Porters Neck Village  
Ohio, Avon – Rose Senior Living – Avon  
Ohio, Beachwood – Rose Senior Living – Beachwood  
Ohio, Lewis Center – The Avalon of Lewis Center  
Ohio, New Albany – The Avalon of New Albany  
Ohio, Mason – Magnolia Springs Loveland  
Oklahoma, Bartlesville – Green Country Village  
Oregon, Dallas – Dallas Retirement Village  
Oregon, Salem – Capital Manor  
Pennsylvania, Coatesville – Freedom Village at Brandywine  
Pennsylvania, Warrington – Solana Doylestown, The  
South Carolina, Greenville – Rolling Green Village  
South Carolina, Hilton Head Island – Bayshore on Hilton Head Island  
South Carolina, Hilton Head Island – Cypress of Hilton Head, The  
Tennessee, Brentwood – Heritage at Brentwood, The  
Tennessee, Hendersonville – Clarendale at Indian Lake  
Tennessee, Memphis – Heritage at Irene Woods  
Tennessee, Nashville – Clarendale at Bellevue Place  
Texas, Austin – Westminster  
Texas, Bedford – Parkwood Healthcare  
Texas, Bedford – Parkwood Retirement  
Texas, Dallas – Autumn Leaves  
Texas, Dallas – Monticello West  
Texas, Dallas – Signature Pointe  
Texas, Dallas – Walnut Place  
Texas, Georgetown – Delaney at Georgetown Village, The  
Texas, League City – Delaney at South Shore, The  
Texas, Lubbock – Carillon  
Texas, Richmond – Delaney at Parkway Lakes, The  
Texas, Spring – Village at Gleannloch Farms, The  
Texas, The Woodlands – Village at the Woodlands Waterway, The  
Texas, Waco – Delaney at Lake Waco, The  
Vermont, White River – Village at White River Junction, The  
Virginia, Fairfax – Virginian, The  
Virginia, Gainesville – Heritage Village Assisted Living and Memory Care  
Virginia, Virginia Beach – Atlantic Shores  
Washington, Issaquah – Timber Ridge at Talus  
Wisconsin, Greendale – Harbour Village  
Wisconsin, Milwaukee – Eastcastle Place

# **EXHIBIT 2**

## **Current Certified Financial Statements December 31, 2022**

**MASONIC AND EASTERN STAR HOME  
OF NORTH CAROLINA, INCORPORATED  
DBA: WHITESTONE**

**FINANCIAL STATEMENTS**

**YEARS ENDED DECEMBER 31, 2022 AND 2021**



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**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
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**YEARS ENDED DECEMBER 31, 2022 AND 2021**

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## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Masonic and Eastern Star Home of North Carolina, Incorporated  
dba: Whitestone  
Greensboro, North Carolina

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the accompanying financial statements of Masonic and Eastern Star Home of North Carolina, Incorporated dba: Whitestone (the Home), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Home as of December 31, 2022 and 2021, and the results of its operations, change in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***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 Home 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 Home's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

***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 Home'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 Home'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.



**CliftonLarsonAllen LLP**

Charlotte, North Carolina  
May 20, 2023

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**BALANCE SHEETS**  
**DECEMBER 31, 2022 AND 2021**

	2022	2021
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 2,001,744	\$ 2,985,338
Assets Limited as to Use, Current Portion	2,031,550	3,410,055
Accounts Receivable	859,259	393,430
Accounts Receivable, Other	565,415	472,653
Prepaid Expenses and Other Assets	356,085	325,056
Total Current Assets	5,814,053	7,586,532
<b>INVESTMENTS AND OTHER ASSETS</b>		
Investments	10,588,464	13,168,641
Assets Limited as to Use, Net of Current Portion	33,685,364	55,542,957
Assets in Split-Interest Agreements	3,502,851	4,368,958
Deferred Costs, Net	225,008	116,217
Total Investments and Other Assets	48,001,687	73,196,773
<b>PROPERTY AND EQUIPMENT, NET</b>		
	87,523,068	57,538,272
Total Assets	\$ 141,338,808	\$ 138,321,577
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Current Portion of Long-Term Debt	\$ 340,000	\$ 325,000
Accounts Payable	8,401,709	3,564,704
Accrued Expenses	2,271,381	2,099,530
Refundable Advance Fees, Current	106,300	692,320
Total Current Liabilities	11,119,390	6,681,554
<b>LONG-TERM DEBT</b>		
	96,650,897	97,047,398
<b>DEFERRED REVENUE AND OTHER LIABILITIES</b>		
Deferred Revenue from Advance Fees	16,101,323	12,159,909
Refundable Advance Fees	4,079,187	3,624,197
Deposits on Unoccupied Units	1,655,873	1,208,230
Long-Term Accounts Payable	40,000	40,000
Resident Trust Funds Payable	182,228	320,351
Total Deferred Revenue and Other Liabilities	22,058,611	17,352,687
Total Liabilities	129,828,898	121,081,639
<b>NET ASSETS</b>		
Without Donor Restrictions	6,918,252	11,483,414
With Donor Restrictions	4,591,658	5,756,524
Total Net Assets	11,509,910	17,239,938
Total Liabilities and Net Assets	\$ 141,338,808	\$ 138,321,577

See accompanying Notes to Financial Statements.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**STATEMENTS OF OPERATIONS**  
**YEARS ENDED DECEMBER 31, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>		
Resident Service Revenues	\$ 5,201,178	\$ 5,250,180
Health Care Revenues	5,546,347	4,560,161
Amortization of Advance Fees	<u>2,171,913</u>	<u>2,014,029</u>
Total Resident Service and Health Care Revenues	12,919,438	11,824,370
Contributions	2,972,354	1,688,329
Contributions - Paycheck Protection Program	-	1,434,400
Investment Income	486,267	2,870
Provider Relief Fund Revenue	-	419,192
Other Income	76,344	27,236
Releases from Restriction	<u>75,165</u>	<u>84,390</u>
Total Revenues, Gains and Other Support	16,529,568	15,480,787
<b>EXPENSES</b>		
Salaries and Benefits	9,266,607	7,779,125
Contract Labor	661	595
Medical Supplies and Services	919,415	862,332
Food Supplies and Services	846,560	745,705
Other Supplies and Activities	780,370	1,123,395
Utilities and Communications	644,304	591,460
Repairs and Maintenance	912,017	767,325
Property and Liability Insurance	255,624	241,901
Depreciation	1,818,081	1,718,815
Amortization of Contract Acquisition Costs	8,238	6,246
Interest Expense	1,030,613	1,033,262
Management Fees	405,677	514,753
Other Operating Expenses	<u>1,237,243</u>	<u>1,147,885</u>
Total Expenses	<u>18,125,410</u>	<u>16,532,799</u>
<b>OPERATING LOSS</b>	(1,595,842)	(1,052,012)
<b>NONOPERATING INCOME (LOSS)</b>		
Change in Unrealized Gains (Losses) on Investments	<u>(2,969,320)</u>	<u>1,766,673</u>
Excess (Deficit) of Revenues Over (Under) Expenses and Changes in Net Assets Without Donor Restrictions	<u>\$ (4,565,162)</u>	<u>\$ 714,661</u>

See accompanying Notes to Financial Statements.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**STATEMENTS OF CHANGES IN NET ASSETS**  
**YEARS ENDED DECEMBER 31, 2022 AND 2021**

	2022	2021
<b>CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	\$ (4,565,162)	\$ 714,661
<b>NET ASSETS WITH DONOR RESTRICTIONS</b>		
Contributions	30,280	20,650
Investment Income (Loss)	(253,874)	237,725
Change in the Value of Split-Interest Agreements	(866,107)	271,705
Net Assets Released from Restriction	(75,165)	(84,390)
Change In Net Assets With Donor Restrictions	(1,164,866)	445,690
<b>CHANGE IN NET ASSETS</b>	(5,730,028)	1,160,351
Net Assets - Beginning of Year	17,239,938	16,079,587
<b>NET ASSETS - END OF YEAR</b>	\$ 11,509,910	\$ 17,239,938

See accompanying Notes to Financial Statements.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED DECEMBER 31, 2022 AND 2021**

	2022	2021
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in Net Assets	\$ (5,730,028)	\$ 1,160,351
Adjustments to Reconcile Changes in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	1,826,319	1,725,061
Amortization of Deferred Financing Costs	79,452	92,035
Amortization of Bond Premium	(135,953)	(159,124)
Nonrefundable Advance Fees Received	6,300,997	2,798,051
Amortization of Advance Fees	(2,171,913)	(2,014,029)
Unrealized (Gains) Losses on Investments	2,969,320	(1,766,673)
Change in Value of Split-Interest Agreements	866,107	(271,705)
(Increase) Decrease in:		
Accounts Receivable, Net	(465,829)	258,896
Accounts Receivable, Other	(190,248)	(115,020)
Prepaid Expenses and Other Assets	(31,029)	(17,599)
Increase (Decrease) in:		
Accounts Payable	(2,925,928)	(499,207)
Accrued Expenses	171,851	853,797
Refundable Advance - Paycheck Protection Program	-	(1,434,400)
Other Deposits and Liabilities	(375,860)	53,665
Net Cash Provided by Operating Activities	187,258	664,099
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of Property and Equipment	(24,039,944)	(20,222,802)
Payments on Deferred Costs	(117,029)	(48,751)
Net Purchases of Investments	(389,143)	(1,117,580)
Net Change in Assets Limited As To Use	(177,857)	860,472
Net Cash Used by Investing Activities	(24,723,973)	(20,528,661)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Refunds of Advance Fees	(1,517,190)	(904,879)
Refundable Advance Fees Received	1,533,713	-
Refundable Fees and Deposits on Unoccupied Units Received	447,643	228,370
Payments on Long-Term Debt	(325,000)	(315,000)
Net Cash Provided (Used) by Financing Activities	139,166	(991,509)
<b>NET DECREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH</b>	(24,397,549)	(20,856,071)
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	56,203,008	77,059,079
<b>CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR</b>	\$ 31,805,459	\$ 56,203,008

See accompanying Notes to Financial Statements.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**STATEMENTS OF CASH FLOWS (CONTINUED)**  
**YEARS ENDED DECEMBER 31, 2022 AND 2021**

	2022	2021
<b>RECONCILIATION OF CASH, CASH EQUIVALENTS, AND RESTRICTED CASH</b>		
Cash and Cash Equivalents	\$ 2,001,744	\$ 2,985,338
Restricted Cash Included in Assets Limited as to Use	29,803,715	53,217,670
Total Cash, Cash Equivalents, and Restricted Cash	<u>\$ 31,805,459</u>	<u>\$ 56,203,008</u>
 <b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Property and Equipment Additions in Accounts Payable and Accrued Interest	<u>\$ 8,358,699</u>	<u>\$ 3,358,337</u>
Cash Payment of Interest, Net of Amounts Capitalized	<u>\$ 1,099,380</u>	<u>\$ 1,094,050</u>

See accompanying Notes to Financial Statements.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 1 ORGANIZATION**

Masonic and Eastern Star Home of North Carolina, Incorporated dba: Whitestone (the Home) is a nonprofit organization that principally provides housing, health care and other related services to residents through the operation of a continuing care retirement facility providing general and advanced care. The Home is located in Greensboro, North Carolina. It is subject to various laws and regulations enacted by the state of North Carolina regarding its activities. The Home is a philanthropic charity of the Grand Lodge and the Grand Chapter and subordinate lodges and chapters. Each lodge and chapter solicits contributions from its members for the support of the Home.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Use of Estimates**

The preparation of financial statements 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 revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash, Cash Equivalents, and Restricted Cash**

For purposes of reporting cash flows, the Home considers cash accounts and highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. Cash and cash equivalents exclude money market accounts and mutual funds held in broker or trust accounts since they represent investment proceeds that will be reinvested in allowable investments of the Home. Restricted cash is included with cash and cash equivalents in the statements of cash flows.

**Investments**

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value. Pooled fund investments are reflected at fair value based on the net asset value per share of the investment, as a practical expedient. Changes in the fair value of investments, including both realized and unrealized gains and losses, are included in the accompanying statements of operations and statements of changes in net assets. In determining realized gains and losses, the cost of investments is determined using the specific-identification method.

**Assets Limited as to Use**

Assets limited as to use include assets set aside by the board of directors to meet North Carolina General Statute operating reserve requirements, deposits held in trust, and assets held by trustees under indenture agreements. Amounts required to meet current liabilities of the Home have been classified as current assets in the balance sheets.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Assets Limited as to Use (Continued)**

North Carolina General Statute 58-64-33 requires that continuing care retirement communities with occupancy levels in excess of 90% maintain an operating reserve equal to 25% of total operating costs projected for the 12-month period following the most recent annual statement filed with the Department of Insurance, upon approval of the Commissioner. Continuing care retirement communities with less than 90% occupancy are required to maintain an operating reserve equal to 50% of projected total operating costs.

Total operating costs shall include budgeted operating expenses plus debt service less depreciation and amortization expense, and revenue associated with noncontractual expenses. The operating reserve can only be released upon the submittal of a detailed request from the Home and must be approved by the North Carolina Department of Insurance.

Deposits held in trust include resident trust funds held by the Home on behalf of residents. Funds are provided to the resident or used to pay bills at the direction of the resident or responsible party. The funds are recorded as both an asset and a liability. Deposits held in trust also include deposits on unoccupied units. The deposits are held in trust until the prospective resident moves into the Home's facility. These funds are also recorded as an asset and liability.

**Accounts Receivable**

The Home records accounts receivable at amounts expected to be collected from residents. The Home determines past-due status of individual accounts receivable based on the contractual terms of the original contract (or based on how recently payments have been made, for example). The Home estimates an allowance for doubtful accounts based on a combination of factors, including the Home's historical loss experience and any anticipated effects related to current economic conditions, and management's knowledge of the current composition of accounts receivable. Accounts receivable that management believes to be ultimately not collectible are written off upon such determination. At December 31, 2022 and 2021, the allowance for doubtful accounts was approximately \$481,000 and 210,000, respectively.

**Deferred Costs**

The costs associated with the acquisition of new contract of an expansion project are being deferred and will be amortized using the average life expectancy of the initial occupants of the facility. Amortization of these costs was approximately \$8,000 and \$6,000 for the years ended December 31, 2022 and 2021, respectively. Deferred financing costs relating to the financing of the facility are amortized over the life of the associated bonds. Amortization expense for the deferred financing costs was approximately \$79,000 and 92,000 for the years ended December 30, 2022 and 2021, respectively.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Assets in Split-Interest Agreements**

The Home has beneficial interest in several irrevocable, unconditional split-interest agreements, which are all administered by third parties and for which the Home has categorized as beneficial interests in perpetual trusts. The Home has the irrevocable right to receive a share of income from the assets of these trusts. These assets are stated at the fair value of the Home's net asset value per share of trust assets, which is an approximation of the present value of the estimated future distributions from the trusts and have been recorded as net assets with donor restrictions based on restrictions associated with related trust agreements. Income distributions to the Home are included in investment income in net assets without donor restrictions. The change in the value of the beneficial interest is recorded as the change in the value of split-interest agreements in net assets with donor restrictions related to their respective trusts.

**Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation. All items with a cost over \$1,000 are capitalized. Depreciation is determined by the straight-line method over the estimated useful lives of the assets, which range from 5 to 40 years.

The Home periodically assesses the realizability of its long-lived assets and evaluates such assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. For assets to be held, impairment is determined to exist if estimated future cash flows, undiscounted and without interest charges, are less than the carrying amount. For assets to be disposed of, impairment is determined to exist if the estimated net realizable value is less than the carrying amount.

**Net Assets**

The Home classifies its funds for accounting and reporting purposes as either without donor restrictions or with donor restrictions:

*Net Assets Without Donor Restrictions* – All revenue not restricted by donors, unrestricted contributions designated by the board, and donor-restricted contributions whose restrictions are met in the same period in which they are received are accounted for as net assets without donor restrictions.

*Net Assets With Donor Restrictions* – All revenues restricted by donors as to either timing or purpose of the related expenditures or required to be maintained in perpetuity as a source of investment income are accounted for in net assets with donor restrictions. The investment income arising from endowment funds, if any, are accounted for in accordance with donor stipulations. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions. Those resources for which the restrictions are met in the same fiscal year they are received are included in net assets without donor restrictions.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Advance Fees**

Fees paid by a resident upon entering into a continuing care or independent living contract are recorded as deferred revenue and are amortized to income using the straight-line method over the estimated remaining life expectancy of the resident.

Independent residents choose the option of refundability from the following three options: (a) Depreciating Zero Refund Plan, (b) Depreciating 50% Refund Plan, or (c) Depreciating 90% Refund Plan. In the Depreciating Zero Refund Plan, no refund of the entrance fee will be paid to the resident after 50 months of occupancy. In the Depreciating 50% Refund Plan, the refund will not be less than 50% of the entrance fee. In the Depreciating 90% Refund Plan, the refund will not be less than 90% of total entrance fee. In addition to the entrance fee, monthly maintenance fees are also charged based on the unit selected.

At December 31, 2022 and 2021, the portion of advance fees subject to refund provisions amounted to approximately \$4,185,000 and \$4,316,000, respectively. Amounts expected to be refunded to current residents, based on the Home's experience, are approximately \$106,000 and \$692,000 at December 31, 2022 and 2021, respectively.

**Estimated Obligation to Provide Future Services**

The Home annually calculates the present value of the net cost of future services and the use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from advance fees. If the present value of the net cost of future services and the use of facilities exceeds the deferred revenue from advance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income.

The obligation is discounted at 5%, based on the expected long-term rate of return on government obligations. The Home computes this liability by estimating the cost per year per resident at the current level of care for each resident (skilled/intermediate care or residential care). This cost is multiplied by the future life expectancy of each resident based upon actuarially computed tables and increased for an estimated inflation factor of 3% per annum. No liability has been recorded as of December 31, 2022 and 2021.

**Provider Relief Funding**

Due to the Coronavirus pandemic, the U.S. Department of Health and Human Services (HHS) made available emergency relief grant funds to health care providers through the CARES Act Provider Relief Fund (PRF). Total grant funds approved and received by the Home in December 31, 2021 were \$419,192. The PRFs are subject to certain restrictions on eligible expenses or uses, reporting requirements, and will be subject to audit. For the year ended December 31, 2021, the Home recognized all of its PRF received during the year as operating income in the statements of operations. Management believes the amounts have been recognized appropriately as of December 31, 2022.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Refundable Advance**

In April 2020, the Home received proceeds in the amount of \$1,434,400 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). The PPP Loan may be forgiven by the U.S. Small Business Administration (SBA) subject to certain performance barriers, as outlined in the loan agreement and the CARES Act. Therefore, the Home classified this loan as a conditional contribution for accounting purposes as of December 31, 2020. In 2021, the SBA granted forgiveness on the entire PPP loan. This forgiveness is shown as Contributions - Paycheck Protection Program Loan in the accompanying statements of operations in 2021. The SBA may review funding eligibility and usage of funds for compliance with program requirements based on dollar thresholds and other factors. The amount of liability, if any, from potential noncompliance cannot be determined with certainty; however, management is of the opinion that any review will not have a material adverse impact on the Home's financial position.

**Income Taxes**

The Home is a nonprofit organization exempt from federal and state income taxes under Internal Revenue Code Section 501(c)(3).

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

The Home follows guidance in the income tax standard regarding the recognition and measurement of uncertain tax positions. The guidance has had no impact on the Home's financial statements.

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**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Fair Value Measurements**

The Home categorizes its assets measured at fair value into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Assets and liabilities valued at fair value are categorized based on the inputs to the valuation techniques as follows:

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

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

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

Subsequent to initial recognition, the Home may re-measure the carrying value of assets and liabilities measured on a nonrecurring basis to fair value. Adjustments to fair value usually result when certain assets are impaired. Such assets are written down from their carrying amounts to their fair value.

Fair value measurement is based upon quoted prices, if available. If quoted prices are not available, fair values are measured using independent pricing models or other model-based valuation techniques such as the present value of future cash flows, adjusted for the security's credit rating, prepayment assumptions, and other factors such as credit loss assumptions. Securities valued using Level 1 inputs include those traded on an active exchange, such as the New York Stock Exchange, as well as money market funds. The fair value of split-interest agreements are based on the fair value of fund investments as reported by the trustees. These are considered to be Level 3 measurements. There are no assets valued at Level 2 inputs.

**Advertising**

Advertising costs are expensed as incurred. Advertising expense was approximately \$618,000 and \$398,000 for the years ended December 31, 2022 and 2021, respectively.

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**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Adoption of New Accounting Standards**

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update 2016-02, *Leases Accounting Standards Codification(ASC 842)*. The new standard increases transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent of the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. Management has determined that there were no material leases at December 31, 2022.

**Subsequent Events**

Management has evaluated events and transactions for potential recognition or disclosure through May 20, 2023, which is the date the financial statements were available to be issued.

**NOTE 3 RESIDENT SERVICE AND HEALTH CARE REVENUES**

Resident service and health care revenues are reported at the amount that reflects the consideration to which the Home expects to be entitled in exchange for providing resident care. These amounts are due from residents, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Home bills the residents and third-party payors several days after the services are performed. Service fees paid by residents for maintenance, meals, and other services are assessed monthly and are recognized as revenue in the period services are rendered. Revenue is recognized as performance obligations are satisfied.

The Home generates revenues, primarily by providing housing, amenities (recreational, dining, etc.) and access to health care services to its residents. The various life care contract streams of revenue are recognized as follows:

**Entrance Fees**

The nonrefundable entrance fees received are recognized as deferred revenue upon receipt of the payment under the life care contract and included in liabilities in the balance sheets until the performance obligations are satisfied. 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 associated with access to future services. 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 sheets.

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**NOTE 3 RESIDENT SERVICE AND HEALTH CARE REVENUES (CONTINUED)**

Health Care Services

The Home also provides assisted and nursing care to residents who are covered by government and commercial payors. The Home is paid fixed rates from government and commercial payors. These fixed rates are billed in arrears monthly when the service is provided. The monthly fees represent the most likely amount to be received from the third-party payors.

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 monthly service 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, and dining along with assisted living and nursing care and these performance obligations are earned each month. Resident fee revenue for nonroutine or additional services are billed monthly in arrears and recognized when the service is provided.

Performance obligations are determined based on the nature of the services provided by the Home. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. The Home believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to residents in the facilities receiving skilled nursing services or housing residents receiving services in the facilities. The Home considers daily services provided to residents of the skilled nursing facilities and monthly rental for housing services as a separate performance obligation and measures this on a monthly basis, or upon move-out within the month, whichever is shorter.

Nonrefundable entrance fees are considered to contain a material right associated with access to future services, which is the related performance obligation. Revenue from nonrefundable entrance fees is recognized ratably in future periods covering a resident's life expectancy using a time-based measurement similar to the output method. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to our residents and customers in a retail setting (for example, gift shop and cafeteria meals) and the Home does not believe it is required to provide additional goods or services related to that sale.

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

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**NOTE 3 RESIDENT SERVICE AND HEALTH CARE REVENUES (CONTINUED)**

The Home determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors and/or implicit price concessions provided to residents. The Home determines its estimates of contractual adjustments based on contractual agreements, its policy, and historical experience. The Home determines its estimate of implicit price concessions based on its historical collection experience.

The opening and closing contract balances were as follows:

	Accounts Receivable	Deferred Revenue From Advance Fees
January 1, 2021	\$ 652,326	\$ 12,116,837
December 31, 2021	393,430	12,159,909
December 31, 2022	859,259	16,101,323

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

Medicare and Medicaid

The Home's licensed nursing facility participates in the Medicare program. This federal program is administered by the Centers for Medicare and Medicaid Services (CMS). On October 1, 2019, CMS finalized the Patient Driven Payment Model (PDPM) to replace the existing Medicare reimbursement system, which was a per diem price-based model. Under PDPM, therapy minutes were removed as the primary basis for payment and instead the underlying complexity and clinical needs of a patient are used as a basis for reimbursement. In addition, PDPM introduced variable adjustment factors that change reimbursement rates during the resident's length of stay. Annual cost reports are required to be submitted to the designated Medicare Administrative Contractor; however, they do not contain a cost settlement.

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

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

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**NOTE 3 RESIDENT SERVICE AND HEALTH CARE REVENUES (CONTINUED)**

Other

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

Settlements with third-party payors for retroactive adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Home's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations. Adjustments arising from a change in an implicit price concession impacting transaction price were not significant in 2022 or 2021.

Generally, residents who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. The Home estimates the transaction price for residents with deductibles and coinsurance based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions.

Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to revenue in the period of the change.

Additional revenue recognized due to changes in its estimates of implicit price concessions, discounts, and contractual adjustments were not considered material for the years ended December 31, 2022 and 2021. Subsequent changes that are determined to be the result of an adverse change in the resident's ability to pay are recorded as bad debt expense.

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

The composition of resident service and health care revenue by primary payor for the years ended December 31, 2022 and 2021 are as follows:

	2022	2021
Medicare	\$ 171,373	\$ 251,658
Medicaid	1,462,775	1,366,319
Private	10,552,112	10,191,346
Other Insurance	733,178	15,047
Total	<u>\$ 12,919,438</u>	<u>\$ 11,824,370</u>

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**NOTE 3 RESIDENT SERVICE AND HEALTH CARE REVENUES (CONTINUED)**

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

The composition of resident service and health care revenues on the Home's lines of business, method of reimbursement, and timing of revenue recognition for the years ended December 31, 2022 and 2021 are as follows:

	<u>2022</u>	<u>2021</u>
Service Lines:		
Independent Living	\$ 4,822,104	\$ 4,497,575
Assisted Living	1,007,710	732,504
Home Health	379,074	752,605
Health Care Services	4,538,637	3,827,657
Amortization of Advance Fees	2,171,913	2,014,029
Total	<u>\$ 12,919,438</u>	<u>\$ 11,824,370</u>
Method of Reimbursement:		
Monthly Service Fees	\$ 5,829,814	\$ 5,230,079
Amortization of Advance Fees	2,171,913	2,014,029
Fee for Service	4,917,711	4,580,262
Total	<u>\$ 12,919,438</u>	<u>\$ 11,824,370</u>
Timing of Revenue and Recognition:		
Health Care Services Transferred Over Time	<u>\$ 12,919,438</u>	<u>\$ 11,824,370</u>

**NOTE 4 INVESTMENTS AND ASSETS LIMITED AS TO USE**

Investments and assets limited as to use were comprised of the following at December 31, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Cash and Cash Equivalents	\$ 29,803,715	\$ 53,217,670
Money Market	1,487,533	934,010
Equities	49,506	-
Mutual Funds	35,066	352,465
Pooled Funds Accounts	14,929,558	17,617,508
Total	<u>\$ 46,305,378</u>	<u>\$ 72,121,653</u>

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**NOTE 4 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)**

Assets limited as to use are allocated as follows:

	<u>2022</u>	<u>2021</u>
Operating Reserve for Department of Insurance	\$ 2,874,000	\$ 2,734,000
Trustee Deposit Accounts Required by Long-Term Debt Agreements	29,561,962	52,903,325
Board-Designated Investments to Refund Advance Fees	828,436	992,345
Donor Designated for Benevolence Assistance	788,761	1,074,987
Restricted Cash for Residents	176,222	314,345
Restricted Cash for Admission Payments	1,487,533	934,010
Total	<u>\$ 35,716,914</u>	<u>\$ 58,953,012</u>

Investment income (loss) consists of the following for the years ended December 31, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Interest and Dividends	\$ 232,393	\$ 240,595
Unrealized Gains (Losses)	(2,969,320)	1,766,673
Total	<u>\$ (2,736,927)</u>	<u>\$ 2,007,268</u>

The table below presents the balance of assets measured at fair value on a recurring basis by level within the hierarchy at December 31, 2022 and 2021:

	<u>2022</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments and Assets Limited as to Use:				
Money Market	\$ 1,487,533	\$ -	\$ -	\$ 1,487,533
Mutual Funds	35,066	-	-	35,066
Equities	49,506	-	-	49,506
Assets in Split-Interest Agreements	-	-	3,502,851	3,502,851
Total	<u>\$ 1,572,105</u>	<u>\$ -</u>	<u>\$ 3,502,851</u>	<u>\$ 5,074,956</u>
	<u>2021</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments and Assets Limited as to Use:				
Money Market	\$ 934,010	\$ -	\$ -	\$ 934,010
Mutual Funds	352,465	-	-	352,465
Assets in Split-Interest Agreements	-	-	4,368,958	4,368,958
Total	<u>\$ 1,286,475</u>	<u>\$ -</u>	<u>\$ 4,368,958</u>	<u>\$ 5,655,433</u>

Certain investments held by the Home were measured at net asset value per share (or its equivalent) as a practical expedient and have not been classified in the fair value hierarchy.

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**NOTE 4 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)**

The following table summarizes investments measured at fair value based on net asset value per share:

	2022			
	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Income Fund	\$ 4,867,291	N/A	As Needed	One Month
Stock Fund	10,062,267	N/A	As Needed	One Month
Total	\$ 14,929,558			

  

	2021			
	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Income Fund	\$ 5,357,809	N/A	As Needed	One Month
Stock Fund	12,259,699	N/A	As Needed	One Month
Total	\$ 17,617,508			

The following table summarizes the valuation techniques and unobservable inputs of assets valued at Level 3:

Instrument	Fair Value		Principal Valuation Technique	Unobservable Inputs
	2022	2021		
Assets in Split-Interest Agreements	\$ 3,502,851	\$ 4,368,958	FMV of Trust Investments	Timing of Distributions

The Home's investments potentially subject it to concentrations of credit risk. The Home maintains various types of investments that encompass many different companies with varied industrial and geographical characteristics designed to limit exposure to any one industry, company or geographical location. However, as most of the Home's investments are traded in public markets, they are subject to general fluctuations in the market's overall performance. The Home retains investment managers who perform periodic evaluations of the relative credit standing of the companies and financial institutions in which the Home invests.

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**NOTE 5 PROPERTY AND EQUIPMENT**

The following is a summary of property and equipment as of December 31, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Land and Improvements	\$ 1,176,902	\$ 1,045,442
Buildings and Improvements	51,355,093	49,866,356
Equipment	2,126,145	1,921,731
Furniture and Fixtures	1,495,036	1,424,635
Vehicles	372,161	322,991
Construction In Progress	<u>58,960,402</u>	<u>29,101,706</u>
Total	115,485,739	83,682,861
Less: Accumulated Depreciation	<u>(27,962,671)</u>	<u>(26,144,589)</u>
Total	<u>\$ 87,523,068</u>	<u>\$ 57,538,272</u>

Capitalized interest totaled approximately \$3,505,000 and \$4,381,000 for the years ended December 31, 2022 and 2021, respectively.

Construction in progress at December 31, 2022 and 2021 was related to expansion projects at the Home's facilities to create an additional 67 independent living units and an additional 24 assisted living units, as well as relocate 12 memory care beds and make improvements to the health care center, including the conversion of semi-private skilled nursing beds into private skilled nursing beds. As of December 31, 2022, the Home has remaining construction commitments amounting to approximately \$12,595,000 related to these expansion projects. Proceeds from the Series 2020 bonds described in Note 6 are being used to pay for this project.

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**NOTE 6 LONG-TERM DEBT**

The following is a summary of long-term debt as of December 31, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Public Finance Authority:		
Retirement Facilities First Mortgage Revenue		
Refunding Bonds (Whitestone Project), Series 2017:		
Term Bonds Due 2027, Yielding 3.66%	\$ 1,850,000	\$ 2,175,000
Term Bonds Due 2037, Yielding 4.22%	5,270,000	5,270,000
Term Bonds Due 2052, Yielding 4.40%	14,955,000	14,955,000
Retirement Facilities First Mortgage Revenue		
Bonds (Whitestone), Series 2020:		
Term Bonds Due 2026, Yielding 3.00%	9,190,000	9,190,000
Term Bonds Due 2027, Yielding 3.50%	4,000,000	4,000,000
Term Bonds Due 2030, Yielding 4.00%	5,310,000	5,310,000
Term Bonds Due 2045, Yielding 5.25%	19,865,000	19,865,000
Term Bonds Due 2055, Yielding 5.25%	<u>34,930,000</u>	<u>34,930,000</u>
Subtotal	95,370,000	95,695,000
Less: Current Portion	(340,000)	(325,000)
Less: Unamortized Deferred Financing Costs	(2,227,881)	(2,307,333)
Plus: Unamortized Bond Premium	<u>3,848,778</u>	<u>3,984,731</u>
Long-Term Portion	<u>\$ 96,650,897</u>	<u>\$ 97,047,398</u>

Scheduled principal repayments on long-term debt for the next five years and thereafter are summarized as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2023	\$ 340,000
2024	1,025,000
2025	1,065,000
2026	10,300,000
2027	5,155,000
Thereafter	<u>77,485,000</u>
Total	<u>\$ 95,370,000</u>

During 2017, the Home entered into a financing arrangement with the Public Finance Authority under which the Authority issued tax-exempt Series 2017 Revenue Refunding Bonds of \$23,855,000. The bonds were issued to refund the series 2011 bonds. These bonds are collateralized by a deed of trust on the Home, as well as a security interest in pledged assets.

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**NOTE 6 LONG-TERM DEBT (CONTINUED)**

During 2020, the Home entered into a financing arrangement with the Public Finance Authority under which the Authority issued tax-exempt Series 2020-A First Mortgage Revenue Bonds of \$60,105,000, Series 2020 B-1 First Mortgage Revenue Bonds of \$4,000,000, and Series 2020 B-2 First Mortgage Revenue Bonds of \$9,190,000. The bonds were issued to pay for the expansion project described in Note 5, to fund debt service reserve funds and pay a portion of interest on the bonds, and to pay certain costs of issuance. These bonds are collateralized by a deed of trust on the Home, as well as a security interest in pledged assets.

Under the terms of the bonds, the Home is required to maintain certain deposits with the trustees. Such deposits are included with assets limited as to use of the Home. The Master Trust Indenture Agreement for the bonds include certain covenants and restrictions. As of December 31, 2022, management believes the Home is in compliance with all covenants and restrictions.

**NOTE 7 LIQUIDITY AND AVAILABILITY**

The following reflects the Home's financial assets as of the balance sheet date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the balance sheet date. Amounts not available include amounts set aside for long-term investing that could be drawn upon if the governing board approves that action.

	<u>2022</u>	<u>2021</u>
Cash and Cash Equivalents	\$ 2,001,744	\$ 2,985,338
Investments	10,588,464	13,168,641
Accounts Receivable	859,259	393,430
Accounts Receivable, Other	565,415	472,653
Less: Purpose Restricted Net Assets	<u>(300,046)</u>	<u>(312,579)</u>
Total Financial Assets Available to Meet		
Liquidity Needs	<u>\$ 13,714,836</u>	<u>\$ 16,707,483</u>

The Home is substantially supported by resident service and health care revenues. As part of the Home's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Home invests cash in excess of daily requirements in various investments held in assets limited as to use and as board-designated funds. These funds may be drawn upon in the event of financial distress or an immediate liquidity need resulting from events outside the typical life cycle of converting financial assets to cash or settling financial liabilities.

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**NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following purposes:

	<u>2022</u>	<u>2021</u>
Subject to Expenditures for Specified Purpose:		
Glasser Fund, Hair Treatments for Residents		
Needing Assistance	\$ 36,608	\$ 36,608
Resident Council	212	288
Sunshine Fund, Special Activities for Residents	23,516	12,821
Longdon Chapel Fund	205,210	228,187
Other Specific Purposes	<u>34,500</u>	<u>34,675</u>
Total	300,046	312,579
 Split Interest Agreements	 3,502,851	 4,368,958
 Subject to the Home's Spending Policy and Appropriation:		
Benevolent Fund	<u>788,761</u>	<u>1,074,987</u>
 Total Net Assets With Donor Restrictions	 <u>\$ 4,591,658</u>	 <u>\$ 5,756,524</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or appropriation of approximately \$75,000 and \$84,000 during 2022 and 2021, respectively.

**NOTE 9 ENDOWMENTS**

The Home's endowments consist of a board-designated operating reserve fund and donor-restricted endowment funds to provide benevolent care to residents in need. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, are classified and reported based on the existence or absence of donor-imposed restrictions.

Laws and regulations allow the governing board to appropriate portions of an endowment fund as is prudent considering the following relevant factors: the duration and preservation of the endowment fund, the purposes of the Home and the endowment fund, general economic conditions, the possible effect of inflation or deflation, the expected total return from income and the appreciation of investments, the Home's other resources and investment policy. Under the Home's endowment spending policy, distributions will be permitted to the extent that they do not exceed a level that would erode the endowment's real assets over time.

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**NOTE 9 ENDOWMENTS (CONTINUED)**

Changes in endowment net assets and composition by type of fund consist of the following:

	2022		
	Without Donor Restrictions	With Donor Restrictions	Total
Beginning Endowment Net Assets	\$ 3,784,308	\$ 1,074,987	\$ 4,859,295
Investment Returns:			
Investment Income	72,483	-	72,483
Net Appreciation	(508,517)	(230,897)	(739,414)
Total Investment Return	(436,034)	(230,897)	(666,931)
Appropriation of Endowment	-	55,329	55,329
Ending Net Assets	<u>\$ 3,348,274</u>	<u>\$ 788,761</u>	<u>\$ 4,137,035</u>
	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Beginning Endowment Net Assets	\$ 3,613,612	\$ 938,116	\$ 4,551,728
Investment Returns:			
Investment Income	74,835	-	74,835
Net Appreciation	95,861	210,044	305,905
Total Investment Return	170,696	210,044	380,740
Appropriation of Endowment	-	73,173	73,173
Ending Net Assets	<u>\$ 3,784,308</u>	<u>\$ 1,074,987</u>	<u>\$ 4,859,295</u>

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 10 FUNCTIONAL EXPENSES**

The classification of functional expenses is as follows at December 31, 2022 and 2021:

	2022			
	Program Services	Management and General	Fundraising	Total
Salaries and Benefits	\$ 6,949,955	\$ 2,293,485	\$ 23,167	\$ 9,266,607
Contract Labor	661	-	-	661
Medical Supplies and Services	919,415	-	-	919,415
Food Supplies and Services	634,920	211,640	-	846,560
Other Supplies and Activities	351,166	429,204	-	780,370
Utilities and Communications	386,582	257,722	-	644,304
Repairs and Maintenance	364,807	547,210	-	912,017
Property and Liability Insurance	-	255,624	-	255,624
Depreciation	1,090,849	727,232	-	1,818,081
Amortization of Contract				
Acquisition Costs	-	8,238	-	8,238
Interest Expense	654,368	376,245	-	1,030,613
Management Fees	-	405,677	-	405,677
Other Operating Expenses	393,192	835,610	8,441	1,237,243
Total Expenses	\$ 11,745,915	\$ 6,347,887	\$ 31,608	\$ 18,125,410
	2021			
	Program Services	Management and General	Fundraising	Total
Salaries and Benefits	\$ 5,777,358	\$ 1,976,498	\$ 25,269	\$ 7,779,125
Contract Labor	595	-	-	595
Medical Supplies and Services	862,332	-	-	862,332
Food Supplies and Services	559,279	186,426	-	745,705
Other Supplies and Activities	505,528	617,867	-	1,123,395
Utilities and Communications	-	591,460	-	591,460
Repairs and Maintenance	306,930	460,395	-	767,325
Property and Liability Insurance	-	241,901	-	241,901
Depreciation	1,031,289	687,526	-	1,718,815
Amortization of Contract				
Acquisition Costs	-	6,246	-	6,246
Interest Expense	619,957	413,305	-	1,033,262
Management Fees	-	514,753	-	514,753
Other Operating Expenses	228,846	909,961	9,078	1,147,885
Total Expenses	\$ 9,892,114	\$ 6,606,338	\$ 34,347	\$ 16,532,799

The financial statements report certain categories of expenses that are attributable to one or more supporting services of the Home. Those expenses are allocated using a ratable portion of the labor hours performed by the management team.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 11 RELATED PARTY TRANSACTIONS**

The Home is affiliated with the Grand Lodge of North Carolina, A.F. and A.M. (Grand Lodge) and the Grand Chapter of North Carolina, Order of the Eastern Star (Grand Chapter), and the Home's board of directors includes officers of and is elected by the Grand Lodge and the Grand Chapter.

The North Carolina Masonic Foundation, Incorporated (the Masonic Foundation) is a private, charitable foundation established by the Grand Lodge to fund its philanthropic endeavors. The Masonic Foundation is the sole member of the North Carolina Masonic and Eastern Star Home Foundation, LLC (the MESH Foundation LLC), a limited liability company organized for the purpose of providing financial support directly to the Home on behalf of deserving individual members of the Masonic and Eastern Star Fraternity and their qualified relations who reside at or receive services through the Home.

The Home also receives other substantial support from the Grand Chapter and other Masonic bodies, which is summarized as follows:

	2022	2021
Grand Chapter of The Eastern Star of North Carolina	\$ 328,776	\$ 376,546
North Carolina Masonic Foundation	163,088	-
MESH Foundation LLC	855,965	804,099
Other Masonic Bodies	151,414	-

**NOTE 12 MANAGEMENT AGREEMENT**

The Home has a management agreement with Life Care Services, LLC to manage, operate, and maintain the Home's retirement community. The agreement was effective through September 2021, however, the Home or Life Care Services, LLC could terminate this agreement without cause six months after formal notice is given. The Home agreed to pay Life Care Services, LLC a monthly management fee of \$47,500 and an annual application service provider fee of \$10,000 throughout the term of the contract. In 2020, this agreement was renewed effective September 1, 2021, for an additional five years. The renewal agreement was also updated so that the monthly management fee is 3.8% of revenues of the Home as defined in the agreement.

**NOTE 13 RETIREMENT PLAN**

The Home and Grand Lodge maintain a defined contribution participant-directed, multiemployer 401(k) plan. The plan covers all employees who are at least 18 years of age with at least six months of service. The Home will make yearly matching contributions determined at its discretion. Contributions were approximately \$229,000 and \$79,000 for the years ended December 31, 2022 and 2021, respectively.

The Home also maintains a multiemployer deferred compensation plan, under Internal Revenue Code Section 457, with the Grand Lodge. No contributions were made to this plan during 2022 or 2021.

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**DBA: WHITESTONE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 14 CONCENTRATIONS OF CREDIT RISK**

The Home maintains its cash in financial institutions insured by the Federal Deposit Insurance Corporation (the FDIC). Deposit accounts, at times, may exceed federally insured limits.

The Home's investments potentially subject it to market risk and concentrations of credit risk. The Home maintains various types of investments that encompass many different companies with varied industry and geographical characteristics designed to limit exposure to any one industry, company or geographical location. However, as most of the Home's investments are traded in public markets, they are subject to general fluctuations in the market's overall performance. The Home retains investment managers who perform periodic evaluations of the relative credit standing of the companies and financial institutions in which the Home invests.

The Home grants credit without collateral to its residents and is insured under third-party payor agreements. The mix of receivables from residents and third-party payors:

	<u>2022</u>	<u>2021</u>
Medicare	66 %	36 %
Medicaid	11	4
Private and Other Insurance	23	60
Total	<u>100 %</u>	<u>100 %</u>

# **EXHIBIT 3**

## **Certified Five Year Projection Statements (2023-2027)**

**MASONIC AND EASTERN STAR HOME  
OF NORTH CAROLINA, INC. DBA: WHITESTONE**

**COMPILATION OF A FINANCIAL PROJECTION**

**FOR THE YEARS ENDING  
DECEMBER 31, 2023 THROUGH DECEMBER 31, 2027**

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## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
Masonic and Eastern Star Home of North Carolina, Inc.  
(dba Whitestone)  
Greensboro, North Carolina

Management of Masonic and Eastern Star Home of North Carolina, Inc. dba: Whitestone (the "Home") and the Home's third party manager, Life Care Services, LLC (collectively, "Management") are responsible for the accompanying projected financial statements, which comprise the projected balance sheets as of December 31, 2023, 2024, 2025, 2026, and 2027, and the related projected statements of operations and changes in net assets, and cash flows for the years then ending, and the related summaries of significant projection assumptions and accounting policies in accordance with the guidelines for presentation of a financial projection established by the American Institute of Certified Public Accountants ("AICPA"). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the projected financial statements, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these projected financial statements or the assumptions. Furthermore, even if the Home is able to achieve the hypothetical assumptions as noted in Management's Summary of Significant Projection Assumptions and Accounting Policies on page 5 (the "Hypothetical Assumptions"), the projected results may not be achieved as 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.

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



**CliftonLarsonAllen LLP**

Charlotte, North Carolina  
June 29, 2023

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INC.**  
**(DBA WHITESTONE)**  
**PROJECTED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS**  
**ASSUMING HYPOTHETICAL ASSUMPTIONS NOTED ON PAGE 5**  
**YEARS ENDING DECEMBER 31,**  
**(In Thousands)**

	2023	2024	2025	2026	2027
<b>REVENUES, GAINS, AND OTHER SUPPORT</b>					
Resident Service Fees - Existing Independent Living Units	\$ 5,070	\$ 5,508	\$ 5,673	\$ 5,843	\$ 6,019
Resident Service Fees - New Independent Living Units	1,316	3,299	3,454	3,557	3,664
Assisted Living Revenue	245	1,736	1,806	1,860	1,916
Memory Care Revenue	125	754	777	800	824
Healthcare Services Revenue	7,271	9,519	9,729	9,955	10,181
Home Health Revenue	297	306	315	324	334
Other Revenue	5	5	5	5	5
Amortization of Earned Entrance Fees	2,743	3,846	4,309	4,615	4,920
Contributions	1,742	1,528	1,544	1,559	1,575
Investment Income	526	468	607	620	637
Net Assets Released from Restrictions for Operations	155	138	138	138	138
<b>Total Revenue, Gains, and Other Support</b>	<b>19,495</b>	<b>27,107</b>	<b>28,357</b>	<b>29,276</b>	<b>30,213</b>
<b>EXPENSES</b>					
Resident Care	7,427	9,190	9,466	9,750	10,043
Dietary	3,147	3,847	3,962	4,081	4,204
Housekeeping and Laundry	990	1,206	1,242	1,280	1,319
Plant and Maintenance	2,606	3,218	3,315	3,414	3,516
General and Administration	2,844	3,447	3,550	3,657	3,767
Insurance	311	364	375	386	398
Management Fees	545	803	827	849	872
Interest	2,931	4,130	4,088	4,044	3,997
Interest- Amortization of Issuance Costs	92	92	92	92	92
Interest- Amortization of Bond Premium	(159)	(159)	(159)	(159)	(159)
Depreciation	3,009	4,332	4,544	4,766	4,956
Amortization of Deferred Costs	8	8	8	8	8
<b>Total Operating Expenses</b>	<b>23,751</b>	<b>30,478</b>	<b>31,310</b>	<b>32,168</b>	<b>33,013</b>
<b>Deficit of Revenues Under Expenses / Change in Net Assets Without Donor Restrictions</b>	<b>(4,256)</b>	<b>(3,371)</b>	<b>(2,953)</b>	<b>(2,892)</b>	<b>(2,800)</b>
<b>NET ASSETS WITH DONOR RESTRICTIONS</b>					
Investment Income on Donor-Restricted Funds	155	138	138	138	138
Net Assets Released From Donor Restrictions	(155)	(138)	(138)	(138)	(138)
<b>Change in Net Assets With Donor Restrictions</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Change in Net Assets (Deficit)</b>	<b>(4,256)</b>	<b>(3,371)</b>	<b>(2,953)</b>	<b>(2,892)</b>	<b>(2,800)</b>
<b>Net Assets (Deficit), Beginning of Year</b>	<b>11,510</b>	<b>7,254</b>	<b>3,883</b>	<b>930</b>	<b>(1,962)</b>
<b>NET ASSETS (DEFICIT), END OF YEAR</b>	<b>\$ 7,254</b>	<b>\$ 3,883</b>	<b>\$ 930</b>	<b>\$ (1,962)</b>	<b>\$ (4,762)</b>

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

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INC.**  
**(DBA WHITESTONE)**  
**PROJECTED STATEMENTS OF CASH FLOWS**  
**ASSUMING HYPOTHETICAL ASSUMPTIONS NOTED ON PAGE 5**  
**YEARS ENDING DECEMBER 31,**  
**(In Thousands)**

	2023	2024	2025	2026	2027
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Change in Net Assets (Deficit)	\$ (4,256)	\$ (3,371)	\$ (2,953)	\$ (2,892)	\$ (2,800)
Adjustments to Reconcile Change in Net Assets (Deficit) to Net Cash Flows From Operating Activities:					
Earned Entrance Fees	(2,743)	(3,846)	(4,309)	(4,615)	(4,920)
Entrance Fees Received from Turnover, Net of Refunds	4,534	4,823	5,130	5,374	5,713
Depreciation	3,009	4,332	4,544	4,766	4,956
Amortization of Deferred Costs	8	8	8	8	8
Amortization of Bond Issuance Costs Included in Interest Expense	92	92	92	92	92
Amortization of Bond Premium	(159)	(159)	(159)	(159)	(159)
(Increase) Decrease in Current Assets:					
Accounts Receivable	74	(373)	(34)	(32)	(33)
Accounts Receivable, Other	(142)	(335)	(31)	(29)	(29)
Prepaid Expenses	(168)	(124)	(20)	(20)	(21)
Increase (Decrease) in Current Liabilities:					
Accounts Payable	2,886	856	134	138	142
Accrued Payroll	(85)	155	24	25	26
Accrued Interest	(54)	(10)	(10)	(11)	(13)
Net Cash Provided by Operating Activities	2,996	2,048	2,416	2,645	2,962
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
(Purchase) Sale of Investments	2,561	(5,676)	(225)	(350)	(592)
Net Purchases of Property and Equipment	(19,751)	(900)	(900)	(951)	(974)
Interest Costs Capitalized in Property and Equipment	(1,360)	-	-	-	-
Net Change in Assets Limited as to Use	(5,459)	2,776	(167)	(170)	(176)
Net Cash Used in Investing Activities	(24,009)	(3,800)	(1,292)	(1,471)	(1,742)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>					
Initial Entrance Fee Receipts	13,935	3,006	-	-	-
Principal Payments on Long-Term Debt	(13,182)	(1,373)	(1,065)	(1,110)	(1,155)
Net Cash Provided (Used) in Financing Activities	753	1,633	(1,065)	(1,110)	(1,155)
<b>NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH</b>	<b>(20,260)</b>	<b>(119)</b>	<b>59</b>	<b>64</b>	<b>65</b>
<b>Cash, Cash Equivalents, and Restricted Cash, Beginning of Year</b>	<b>31,738</b>	<b>11,478</b>	<b>11,359</b>	<b>11,418</b>	<b>11,482</b>
<b>CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, END OF YEAR</b>	<b>\$ 11,478</b>	<b>\$ 11,359</b>	<b>\$ 11,418</b>	<b>\$ 11,482</b>	<b>\$ 11,547</b>
<b>RECONCILIATION OF CASH, CASH EQUIVALENTS, AND RESTRICTED CASH</b>					
Cash and Cash Equivalents	\$ 1,644	\$ 2,100	\$ 2,141	\$ 2,183	\$ 2,226
Restricted Cash in Assets Limited as to Use	9,834	9,259	9,277	9,299	9,321
Total Cash, Cash Equivalents, and Restricted Cash	\$ 11,478	\$ 11,359	\$ 11,418	\$ 11,482	\$ 11,547
Supplemental Disclosure of Cash Flow Information:					
Cash Paid for Interest, Net of Capitalized Interest	\$ 2,980	\$ 4,140	\$ 4,098	\$ 4,055	\$ 4,010

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

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INC.**  
**(DBA WHITESTONE)**  
**PROJECTED BALANCE SHEETS**  
**ASSUMING HYPOTHETICAL ASSUMPTIONS NOTED ON PAGE 5**  
**AT DECEMBER 31,**  
**(In Thousands)**

	2023	2024	2025	2026	2027
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash and Cash Equivalents	\$ 1,644	\$ 2,100	\$ 2,141	\$ 2,183	\$ 2,226
Accounts Receivable	785	1,158	1,192	1,224	1,257
Accounts Receivable, Other	707	1,042	1,073	1,102	1,131
Assets Limited as to Use, Current Portion	1,713	2,231	2,251	2,273	2,295
Prepaid Expenses and Other Assets	524	648	668	688	709
<b>Total Current Assets</b>	<b>5,373</b>	<b>7,179</b>	<b>7,325</b>	<b>7,470</b>	<b>7,618</b>
<b>INVESTMENTS AND OTHER ASSETS</b>					
Investments	8,027	13,703	13,928	14,278	14,870
Assets Limited as to Use, Net of Current Portion					
Statutory Operating Reserve	8,335	5,559	5,724	5,894	6,070
Board-Designated Investments to Refund Advance Fees	828	828	828	828	828
Donor-Designated for Benevolence Assistance	789	789	789	789	789
Restricted Cash for Residents	176	176	176	176	176
Restricted Cash for Admission Payments	1,488	1,488	1,488	1,488	1,488
Entrance Fee Fund	1,093	-	-	-	-
Debt Service Reserve Funds	6,852	6,852	6,852	6,852	6,852
Bond Fund	1,713	2,231	2,251	2,273	2,295
<b>Total Assets Limited as to Use</b>	<b>21,274</b>	<b>17,923</b>	<b>18,108</b>	<b>18,300</b>	<b>18,498</b>
<b>Less: Current Portion</b>	<b>(1,713)</b>	<b>(2,231)</b>	<b>(2,251)</b>	<b>(2,273)</b>	<b>(2,295)</b>
<b>Total Assets Limited as to Use, Less Current Portion</b>	<b>19,561</b>	<b>15,692</b>	<b>15,857</b>	<b>16,027</b>	<b>16,203</b>
Assets in Split-Interest Agreements	3,503	3,503	3,503	3,503	3,503
Deferred Costs, Net	217	209	201	193	185
<b>Total Investments and Other Assets</b>	<b>31,308</b>	<b>33,107</b>	<b>33,489</b>	<b>34,001</b>	<b>34,761</b>
<b>PROPERTY AND EQUIPMENT, NET</b>					
Property and Equipment	127,555	128,455	129,355	130,306	131,280
Construction in Progress	1,374	1,374	1,374	1,374	1,374
<b>Less: Accumulated Depreciation</b>	<b>(30,968)</b>	<b>(35,300)</b>	<b>(39,844)</b>	<b>(44,610)</b>	<b>(49,566)</b>
<b>Net Property and Equipment</b>	<b>97,961</b>	<b>94,529</b>	<b>90,885</b>	<b>87,070</b>	<b>83,088</b>
<b>Total Assets</b>	<b>\$ 134,642</b>	<b>\$ 134,815</b>	<b>\$ 131,699</b>	<b>\$ 128,541</b>	<b>\$ 125,467</b>
<b>LIABILITIES AND NET ASSETS (DEFICIT)</b>					
<b>CURRENT LIABILITIES</b>					
Accounts Payable	\$ 3,619	\$ 4,475	\$ 4,609	\$ 4,747	\$ 4,889
Accrued Expenses	659	814	838	863	889
Accrued Interest Payable	1,478	1,468	1,458	1,447	1,434
Refundable Advance Fees, Current	106	106	106	106	106
Current Portion of Long-Term Debt	1,373	1,065	1,110	1,155	1,205
<b>Total Current Liabilities</b>	<b>7,235</b>	<b>7,928</b>	<b>8,121</b>	<b>8,318</b>	<b>8,523</b>
<b>DEFERRED REVENUE AND OTHER LIABILITIES</b>					
Deferred Revenue from Advance Fees	31,611	35,376	35,977	36,537	37,127
Refundable Advance Fees	4,295	4,513	4,733	4,932	5,135
Deposits on Unoccupied Units	1,656	1,656	1,656	1,656	1,656
Long-Term Accounts Payable	40	40	40	40	40
Resident Trust Funds Payable	182	182	182	182	182
<b>Total Deferred Revenue and Other Liabilities</b>	<b>37,784</b>	<b>41,767</b>	<b>42,588</b>	<b>43,347</b>	<b>44,140</b>
<b>LONG-TERM DEBT</b>					
Long-Term Debt, Net of Current Portion	80,815	79,750	78,640	77,485	76,280
Deferred Financing Costs	(2,136)	(2,044)	(1,952)	(1,860)	(1,768)
Unamortized Bond Premium	3,690	3,531	3,372	3,213	3,054
<b>Net Long-Term Debt</b>	<b>82,369</b>	<b>81,237</b>	<b>80,060</b>	<b>78,838</b>	<b>77,566</b>
<b>Total Liabilities</b>	<b>127,388</b>	<b>130,932</b>	<b>130,769</b>	<b>130,503</b>	<b>130,229</b>
<b>NET ASSETS (DEFICIT)</b>					
Net Assets (Deficit) Without Donor Restrictions	2,662	(709)	(3,662)	(6,554)	(9,354)
Net Assets With Donor Restrictions	4,592	4,592	4,592	4,592	4,592
<b>Total Net Assets (Deficit)</b>	<b>7,254</b>	<b>3,883</b>	<b>930</b>	<b>(1,962)</b>	<b>(4,762)</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 134,642</b>	<b>\$ 134,815</b>	<b>\$ 131,699</b>	<b>\$ 128,541</b>	<b>\$ 125,467</b>

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

## **Introduction and Background Information**

### **Basis of Presentation**

The accompanying financial projection presents, to the best of the knowledge and belief of management of Masonic and Eastern Star Home of North Carolina, Inc. (dba Whitestone) (the “Home” or “Whitestone”) and the Home’s third party manager, Life Care Services, LLC (the “Manager”) (collectively, “Management”) the expected financial position, results of operations and changes in net assets and cash flows as of and for each of the five years ending December 31, 2027 (the “Projection Period”).

Accordingly, the projection reflects Management’s judgment as of June 29, 2023, the date of this projection, of the expected conditions and its expected course of action. The assumptions disclosed herein are the assumptions which Management believes are significant to the financial projection.

We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services Committee of the AICPA. We did not examine or review the financial projection nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by Management. Accordingly, we do not express an opinion, a conclusion, or provide any form of assurance on this financial projection. Furthermore, even if the following hypothetical assumptions (the “Hypothetical Assumptions”) occur during the Projection Period, 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.

**Hypothetical Assumptions** – A hypothetical assumption is an assumption used in a financial projection to present a condition or course of action that may not occur as expected, but is consistent with the purpose of presentation.

Management has prepared its financial projection with the following hypothetical assumptions:

- Construction, development, marketing and other related costs for the Project (as defined hereinafter) occur in the assumed timeline and at the assumed costs;
- The New Independent Living Units and New Assisted Living Units (as defined hereinafter) are marketed and occupied at the assumed occupancy levels and disclosed fees;
- Management operates its Project as projected;
- Management is able to achieve the operating revenue inflationary rate increases, operating expense inflationary increases, and occupancies as projected;
- Management is able to achieve the projected entrance fee receipts as projected; and
- Management is able to achieve the levels of contribution revenue as projected;

**Introduction and Background Information (continued)**

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

**Background**

The Home is a North Carolina nonprofit corporation formed in 1910 for the purpose of owning and operating a life plan community (“LPC”), known as Whitestone (the “Community”) in Greensboro, North Carolina. The Community opened in 1913 and is licensed by the North Carolina Department of Insurance.

The Community is located on approximately 42 acres and currently consists of 148 independent living apartments, cottages and homes (the “Existing Independent Living Units”), 12 memory care beds (the “Memory Care Beds”), and an 88-bed nursing facility (the “Skilled Nursing Beds”), along with supportive common areas. The Community offers a modified lifecare or “Type B” contract in which residents transferring through the continuum of care receive priority access to memory care or skilled nursing care and 30 free annual days of care (non-cumulative) at the Community.

Whitestone offers three entrance fee plan types: (1) the “Traditional Plan”, (2) the “50% Return of Capital” entrance fee plan, and (3) the “90% Return of Capital” entrance fee plan.

The following table summarizes the type, number, approximate square footage, monthly service fees and entrance fees for the Existing Independent Living Units:

**Introduction and Background Information (continued)**

**Table 1  
Existing Independent Living Units  
Type, Number, Square Footage, and Fees in 2023 Dollars**

Independent Living	Type	Number of Units <sup>(2)</sup>	Square Feet	Monthly Fee <sup>(3)</sup>	Entrance Fee Plans <sup>(1)</sup>		
					Traditional Plan	50% Return of Capital Entrance Fee Plan	90% Return of Capital Entrance Fee Plan
<i>Apartments</i>							
Bennette	Studio <sup>(4)</sup>	4	144	\$ 3,131	\$ 57,120	\$ 82,320	\$ 105,420
Latham Plus	Studio <sup>(4)</sup>	2	165	3,131	76,125	109,725	141,330
Bennette	One Bedroom	16	375	3,820	92,400	133,665	171,780
Latham	One Bedroom	3	375	3,820	108,675	156,555	201,075
Linville	One Bedroom	7	375	3,820	108,675	156,555	201,075
Alamance	One Bedroom	12	844	3,207	171,780	252,420	324,555
Caswell	One Bedroom	13	968	3,518	201,075	290,220	372,750
Davidson	One Bedroom	3	1,058	3,728	217,875	320,565	411,915
Forsyth	Two Bedroom	9	1,162	3,935	239,085	334,740	431,340
Guilford	Two Bedroom	3	1,252	4,016	259,245	361,935	480,375
Randolph	Two Bedroom	6	1,299	4,140	271,740	381,045	489,510
<b>Total Apartments</b>		<b>78</b>	<b>751</b>	<b>\$ 3,664</b>	<b>\$ 164,548</b>	<b>\$ 235,913</b>	<b>\$ 303,846</b>
<i>Cottages/Homes/Villas:</i>							
One Bedroom Cottage		8	850	\$ 2,971	\$ 130,410	\$ 188,055	\$ 241,815
Two Bedroom Cottage		8	950	3,253	152,250	219,660	282,555
Phase I Homes		48	1,895	3,677	338,100	496,915	639,170
Piedmont II Villa		4	1,875	3,677	338,100	496,915	639,170
Piedmont Villa		2	1,895	3,677	338,100	496,915	639,170
<b>Total Cottages/Homes/Villas</b>		<b>70</b>	<b>1,666</b>	<b>\$ 3,548</b>	<b>\$ 293,124</b>	<b>\$ 429,930</b>	<b>\$ 553,002</b>
<b>Total / Weighted Average</b>		<b>148</b>	<b>1,184</b>	<b>\$ 3,609</b>	<b>\$ 225,361</b>	<b>\$ 327,678</b>	<b>\$ 421,690</b>
<i>Second Person Fees</i>				<i>\$579 - \$726</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>

Source: Management

Notes:

- (1) Entrance fees for the 50% Return of Capital Plan are estimated based on an approximate 45% premium compared to the Traditional Plan entrance fees. The 90% Return of Capital Plan entrance fees are estimated based on an approximate 87% premium compared to the Traditional Plan.
- (2) One Latham Plus Studio unit and one Latham One Bedroom unit are currently offline for office use.
- (3) Monthly service fees for Existing Independent Living Unit apartments include three meals per day, weekly housekeeping and maintenance. Monthly service fees for independent living cottages, homes, and villas include one meal per day.
- (4) Studio unit square footages reflect room size only and not the shared bath.

**Introduction and Background Information (continued)**

The following table summarizes the unit types, approximate square footage and the daily fees (“Daily Fees” for the Memory Care Beds and Skilled Nursing Beds.

**Table 2**  
**Memory Care Beds and Skilled Nursing Beds Configuration**  
**Number, Square Footage, and Daily Fees in 2023 Dollars**

	Number of Beds	Square Footage	Daily Fees <sup>(1)(2)(3)</sup>
<i>Memory Care Beds:</i>			
Private	8	308	\$ 289
Semi-Private	4	304	\$ 260
<b>Total Memory Care Beds</b>	<b>12</b>	<b>307</b>	<b>\$ 279</b>
<i>Skilled Nursing Beds:</i>			
Private	16	305	\$ 380
Semi-Private	72	338	\$ 315
<b>Total Skilled Nursing Beds</b>	<b>88</b>	<b>332</b>	<b>\$ 327</b>

Source: Management

Notes:

- (1) Management assumes the average insurance, Medicare and Medicaid per diem is approximately \$318, \$409, and \$266, respectively.
- (2) Each resident receives 30 annual days of care in memory care or skilled nursing. Once a resident uses the 30 annual days, they then pay the per diem rates listed.
- (3) The Memory Care Beds are assumed to transfer to the new assisted living building in September 2023.

**The Project**

Management is planning an expansion and campus repositioning project to consist of the construction of 67 independent living units (“New Independent Living Units”), 24 assisted living units (“Assisted Living Units”), the relocation of the Memory Care Beds, and the repositioning of the Skilled Nursing Beds from 88 to 82 operating beds (collectively the “Project”). The Memory Care Beds are currently located in the care and wellness building and are to be transferred to the new assisted living building upon completion of the Project.

**Introduction and Background Information (continued)**

The following table shows the New Independent Living Units and Assisted Living Units' configuration and fees in 2023 dollars.

Unit Type	Unit Count	Square Footage	Traditional Plan Entrance Fee <sup>(1)</sup>	50% Return of Capital Entrance Fee Plan <sup>(1)</sup>	90% Return of Capital Entrance Fee Plan <sup>(1)</sup>	Monthly Fee
<b>New Independent Living Units</b>						
<i>One Bedroom Units</i>						
Chatham (1 BR Deluxe)	10	850	\$ 180,000	\$ 251,000	\$ 325,000	\$ 3,244
G (1 BR Deluxe)	1	900	201,000	282,000	364,000	3,681
Wilkes (1 BR Den)	19	960	214,000	307,000	392,000	3,618
<i>Two Bedroom Units</i>						
Iredell (2 BR Traditional)	17	1,150	263,000	369,000	474,000	3,993
Yackin (2 BR Sunroom)	10	1,295	299,000	419,000	539,000	4,132
Davie (2BR Den End Unit)	8	1,391	364,000	477,000	603,000	4,235
H (2 BR Den End Unit)	1	1,400	370,000	518,000	666,000	4,069
Penthouse	1	2,032	478,000	675,000	854,000	4,888
<b>Total / Weighted Average</b>	<b>67</b>	<b>1,115</b>	<b>\$ 258,030</b>	<b>\$ 359,657</b>	<b>\$ 460,507</b>	<b>\$ 3,834</b>
<i>Second Person Fees</i>			<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	<i>\$ 1,000</i>
<b>Assisted Living Units</b>						
Suites	24	503				\$ 7,000
<b>Total / Weighted Average</b>	<b>24</b>	<b>503</b>				<b>\$ 7,000</b>

Source: Management

Notes:

- (1) Management anticipates 90 percent of depositors select the Traditional Plan, 5 percent would choose the 50% Return of Capital Plan and 5 percent would choose the 90% Return of Capital Plan.

The Existing Independent Living Units and the New Independent Living Units are collectively defined as the "Independent Living Units".

**Introduction and Background Information (continued)**

**Project Timeline**

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

**Table 4  
Project Timeline**

Event	Date
Project Construction Completed <sup>(1)</sup>	June 2023
New Independent Living Units Available for Occupancy	June 2023
Assisted Living Units Available for Occupancy	September 2023
Existing Memory Care Beds Transferred to Assisted Living Units Building	September 2023
New Independent Living Units Achieve Stabilized Occupancy of 92.5%	April 2024
Assisted Living Units Achieve Occupancy of 91.7% <sup>(2)</sup>	February 2024

Source: Management

Notes:

- (1) The Series 2020 Bonds, as defined hereinafter, were issued in September 2020 and construction on the Project began immediately afterwards.
- (2) The Assisted Living Units are assumed to be utilized by residents transferring from the Independent Living Units, with no direct admissions from the surrounding community.

The following table summarizes the anticipated changes to the Community's unit configuration upon Project completion:

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

Unit Type	Existing	Removed	Added	Net Change	Upon Completion
Independent Living Apartments	78	-	67	67	145
Independent Living Cottages	70	-	-	-	70
Assisted Living Units	-	-	24	24	24
Memory Care Beds <sup>(1)</sup>	12	(12)	12	-	12
Skilled Nursing Beds <sup>(2)</sup>					
Private	16	-	22	22	38
Semi-Private	72	(28)	-	(28)	44
<b>Total</b>	<b>248</b>	<b>(40)</b>	<b>125</b>	<b>85</b>	<b>333</b>

Source: Management

Notes:

- (1) The Memory Care Beds are currently located in the care and wellness building and are to be transferred to the new assisted living building upon completion of the Project.
- (2) While total operational Skilled Nursing Beds will total 82 beds upon Project completion, the Home anticipates maintaining licensure for 88 Skilled Nursing Beds.

## **Introduction and Background Information (continued)**

### **Management and Development Agreement**

The Home and the Manager entered into a management agreement (the “Management Agreement”) effective as of September 1, 2021. The term of the Management Agreement is for five years from the effective date. However, the Home or the Manager can terminate the Management Agreement without cause six months after formal notice is given.

Under the Management Agreement, the Manager is responsible for recruiting and employing the Executive Director; supervising the licensing, equipping, and staffing of the Community; preparing annual budgets; establishing and operating a system of financial controls for the Community including comparative analyses with other facilities; and overseeing the food service and quality accommodations provided by the Community. In addition, the Manager is expected to facilitate the Home’s use of the Life Care Services Leads Management System (“LMS”) for relevant marketing efforts, provide training for the Home’s marketing personnel, regularly monitor the occupancy level of the Community, make specific recommendations with regard to marketing procedures and promotions, and arrange for a regular review of the Community marketing program by the Manager’s marketing specialists.

For its services under the Management Agreement, the Home is obligated to pay the Manager a monthly management fee (the “Monthly Management Fee”) of 3.8% of the Revenues for the then current month. The term “Revenues” shall mean the revenue required to be recorded in accordance with Generally Accepted Accounting Principals (“US GAAP”), excluding however, amortization income of resident entrance fees, bequests, gifts, or similar donations to the Community. Revenues also do not include interest or dividend income, realized gains on sale of investments, proceeds from insurances, awards, settlement or other dispositions of lawsuits, contributions, or entrance fees received. The Home is also responsible for certain technology expense and other reimbursements to the Manager. The Home is also obligated to pay an annual application service provider fee of \$16,250 (the “Application Service Provider Fee”). Management assumes the Application Service Provider Fee will be renewed annually with a 3.0 percent increase, annually, beginning in 2024.

The Home and LCS Development, LLC (the “Developer”) entered into a Development Agreement (the “Development Agreement”) on March 24, 2017 under which the Developer is expected to provide development consulting services related to the Project. Pursuant to the Development Agreement, the Developer is responsible for the initial occupancy development program of the Project.

For its services under the Development Agreement, the Home is obligated to pay the Developer a development fee of approximately \$2,928,000 (the “Development Fee”). As of December 31, 2022, approximately \$2,360,400 of the Development Fee had been paid to the Developer. Management has projected that the remaining balance will be paid in approximately equal monthly installments with the final payment occurring upon completion of the Project construction.

### **Description of Residence Agreement**

#### *Reservation Process*

Prospective residents of the Community complete the following process to reserve an Independent Living Unit.

In order to reserve an Independent Living Unit, a prospective resident must execute a residency agreement (“Residency Agreement”), provide recent medical history, provide a self-disclosure of his or

### **Introduction and Background Information (continued)**

her finances and place a deposit equal to 10 percent of the entrance fee (the “10 Percent Deposit”) on the selected Independent Living Unit. The balance of the entrance fee is due on or before the occupancy date (the “Occupancy Date”) of the Independent Living Unit.

A prospective resident would sign a reservation agreement (the “Reservation Agreement”) and pay the applicable deposit amount (“Depositor”), which shall be held in an escrow account on behalf of the Depositor in accordance with North Carolina General Statute 58-64-35, earn market rate interest and is fully refundable, including the interest earned.

### *Residency Agreement*

Under the terms of the Residency Agreement (the “Agreement”), the Home generally accepts as residents those persons at least 60 years of age at the time of occupancy (only one member of a couple must meet this requirement) who are able to care for themselves with limited or no assistance and are able to demonstrate the necessary financial resources to meet the Home’s minimum fee requirements. As defined in the Agreement, a resident is required to pay an initial entrance fee and a monthly service fee on an on-going basis. Payment of these amounts entitles a resident to occupy and use the residence and receive the following services and amenities:

- Standard utilities, except telephone and cable;
- Dining allocation;
- Weekly housekeeping service;
- Building and grounds maintenance;
- Schedule transportation;
- Twenty-four hour emergency response system;
- Security for building and grounds;
- Planned social, recreational, spiritual, educational and cultural activities; and
- Health center services at no charge for up to 30 annual days of care.

In addition to the above services and amenities the resident is entitled to the use of Community common areas including central dining room, chapel, mailboxes, lounges, lobbies, library, social and recreational rooms, wellness center and other common activities.

Certain services are available to resident for an additional charge. These services include, but are not limited to:

- Medicine, drugs or other pharmacy services or nursing supplies;
- Optional personal care and assistance services;
- Personal laundry service;
- Private transportation;
- Additional meals over those provided in the monthly service fee;
- Guest meals;
- Guest accommodations; and
- Other additional maintenance and housekeeping services performed beyond the normal scope of services included in the monthly service fee.

**Introduction and Background Information (continued)**

*Entrance Fee Plan*

According to all three entrance fee plans, the entrance fee is paid upon occupancy. In the event of a cancellation after occupancy, the entrance fee refund shall be paid within 60 days upon receipt of a new entrance fee for the same Independent Living Unit vacated by the resident, or within 24 months, whichever is sooner. The Corporation offers the following three entrance fee plans.

Refund Options	Amortization Schedules
Traditional Plan (Non Refundable)	The entrance fee decreases two percent per month for 50 months.
50% Return of Capital Plan	The resident is reimbursed 96 percent of the entrance fee and subsequently decreases two percent per month for 23 months
90% Return of Capital Plan	The resident is reimbursed 96 percent of the entrance fee and subsequently decreases two percent per month for 3 months.

Source: Management

The Home previously offered a contract whereby residents entering the Community surrendered a portion of their assets and monthly income to the Home (the "Assigned Asset Plan"). During 2004, the board of directors voted to discontinue the Assigned Asset Plan for new residents. As of December 31, 2022, 3 residents were on the Assigned Asset Plan.

*Health Care Benefit*

If a resident is unable to live independently within the range of the services provided in the Independent Living Unit, as determined by the staff in appropriate consultation with the medical director of the Community and in conjunction with the resident's physician and family, the resident will be transferred to an Memory Care Bed, Assisted Living Unit or a Skilled Nursing Bed, on either a temporary or permanent basis.

Each resident is entitled to receive 30 days of care in the health center (to receive assisted living, skilled nursing care, or specialized care for dementia or related disorders) at no extra charge, except for the costs of physician services and ancillary health services and supplies as outlined in the Residency Agreement. Such 30 days are non-cumulative and renew on an annual basis. After the 30 days of care each year, the resident is required to pay the per diem rate for care in the health center, as well as the Independent Living Unit monthly service fee. If it is determined that the resident requires permanent care in a health center, the resident shall be required to surrender his or her residence for occupancy by another resident. Once the residence is surrendered, the resident will no longer be required to pay the Independent Living Unit monthly service fee.

*Terminations and Refunds*

The resident may terminate the Agreement within thirty (30) days of execution of the Agreement or the receipt of a Disclosure Statement that meets the requirement of N.C.G.S. 58-64-20 (the "30-Day Rescission Period"). The resident will not be required to move into an Independent Living Unit before the expiration of this 30-Day Rescission Period. In the event of rescission, the resident shall receive a refund of all monies transferred less (i) periodic charges specified in the Agreement and applicable only to the period a Independent Living Unit was actually occupied by the resident; and (ii) any non-standard costs specifically incurred by the Home at the resident's request and described in the Agreement or any amendment signed by the resident.

**Introduction and Background Information (continued)**

The resident may also voluntarily terminate the Agreement after the 30-Day Rescission Period, and prior to the date of occupancy, provided that the resident gives written notice of such termination. Any such refunds as described above will be paid by the Home within sixty (60) days following the receipt of written notification of such termination.

Following expiration of the 30-Day Rescission Period and after the resident's occupancy of the Independent Living Unit, the Agreement may be terminated at any time by the resident by providing written notice. The amount of refund due would be the entrance fee paid, less four percent of the entrance fee for the Return- of-Capital Plans and less two percent (2%) per month of occupancy until the refund amount is reached.

Any such refund due would be made within sixty (60) days of termination if a new entrance fee for the same Independent Living Unit vacated by the resident is paid, or within 24 months, whichever is sooner.

*Services Provided for in the Skilled Nursing Beds*

Skilled Nursing Beds residents receive comprehensive 24-hour nursing services, special activity programs, social service programs, housekeeping and three meals a day.

## **Summary of Significant Accounting Policies**

### **Basis of Accounting**

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

### **Use of Estimates**

The preparation of financial statements 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 revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Cash and Cash Equivalents**

For purposes of reporting cash flows, the Home considers cash accounts and highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. Cash and cash equivalents exclude money market accounts and mutual funds held in broker or trust accounts since they represent investment proceeds that will be reinvested in allowable investments of the Home. Restricted cash is included with cash and cash equivalents in the projected statements of cash flows.

### **Accounts Receivable**

Accounts receivable is reported at the estimated transaction price from residents and responsible third-party payors. The Home determines past-due status of individual accounts receivable based on the contractual terms of the original contract (or based on how recently payments have been made, for example). The Home estimates an allowance for doubtful accounts based on a combination of factors, including the Home's historical loss experience and any anticipated effects related to current economic conditions, and management's knowledge of the current composition of accounts receivable. Accounts receivable that management believes to be ultimately not collectible are written off upon such determination.

### **Investments**

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value. Pooled fund investments are reflected at fair value based on the net asset value per share of the investment, as a practical expedient. Changes in the fair value of investments, including both realized and unrealized gains and losses, are included in the accompanying statement of operations and statement of changes in net assets. In determining realized gains and losses, the cost of investments is determined using the specific-identification method.

### **Assets Limited as to Use**

Assets limited as to use include assets set aside by the board of directors to meet North Carolina General Statute operating reserve requirements, deposits held in trust, and assets held by trustees under indenture agreements. Amounts required to meet current liabilities of the Home have been classified as current assets in the projected balance sheets.

## **Summary of Significant Accounting Policies (continued)**

### **Assets Limited as to Use (continued)**

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 Home is required to maintain an operating reserve at least equal to 25% (50% if occupancy is less than 90%) of the current year's projected operating costs as defined by the statute.

Total operating costs shall include operating expenses plus debt service less depreciation and amortization on bond issuance costs, premiums and deferred costs, and revenue associated with noncontractual expenses. The operating reserve can only be released upon the submittal of a detailed request from the Home and must be approved by the North Carolina Department of Insurance.

Deposits held in trust include resident trust funds held by the Home on behalf of residents. Funds are provided to the resident or used to pay bills at the direction of the resident or responsible party. The funds are recorded as both an asset and a liability. Deposits held in trust also include deposits on unoccupied units. The deposits are held in trust until the prospective resident moves into the Home's facility. These funds are also recorded as an asset and liability.

### **Deferred Costs**

The costs associated with the acquisition of new contract of an expansion project are being deferred and will be amortized using the average life expectancy of the initial occupants of the facility. Deferred financing costs relating to the financing of the facility are reported as a direct reduction from the carrying amount of that debt and are amortized over the life of the associated bonds.

### **Assets in Split-Interest Agreements**

The Home has beneficial interest in several irrevocable, unconditional split-interest agreements, which are all administered by third parties and for which the Home has lead or remainder interests. The Home has the irrevocable right to receive a share of income from the assets of these trusts. These assets are stated at the fair value of the Home's net asset value per share of trust assets, which is an approximation of the present value of the estimated future distributions from the trusts and have been recorded as net assets with donor restrictions based on restrictions associated with related trust agreements. Income distributions to the Home are included in investment income in net assets without donor restrictions. The change in the value of the beneficial interest is recorded as the change in the value of split-interest agreements in net assets with donor restrictions related to their respective trusts. Management has not projected any change in assets in split-interest agreements during the Projection Period.

### **Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation. All items with a cost over \$1,000 are capitalized. Depreciation is determined by the straight-line method over the estimated useful lives of the assets, which range from 5 to 40 years. The Home periodically assesses the realizability of its long-lived assets and evaluates such assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. For assets to be held, impairment is determined to exist if estimated future cash flows, undiscounted and without interest charges, are less than the carrying amount. For assets to be disposed of, impairment is determined to exist if the estimated net realizable value is less than the carrying amount.

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

**Net Assets**

The Home classifies its funds for accounting and reporting purposes as either without donor restrictions or with donor restrictions:

*Net Assets Without Donor Restrictions* – All revenue not restricted by donors, unrestricted contributions designated by the board, and donor-restricted contributions whose restrictions are met in the same period in which they are received are accounted for as net assets without donor restrictions.

*Net Assets With Donor Restrictions* – All revenues restricted by donors as to either timing or purpose of the related expenditures or required to be maintained in perpetuity as a source of investment income are accounted for in net assets with donor restrictions. The investment income arising from endowment funds, if any, are accounted for in accordance with donor stipulations. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions. Those resources for which the restrictions are met in the same fiscal year they are received are included in net assets without donor restrictions.

**Deferred Revenue from Advance Fees**

Fees paid by a resident upon entering into a continuing care or independent living contract, that are not subject to refunding provisions, are recorded as deferred revenue and are amortized to income using the straight-line method over the estimated remaining life expectancy of the resident.

**Refundable Advance Fees**

Refundable Advance Fees are estimated entrance fee refunds due to residents based upon the defined terms of the respective Residency Agreement. Independent residents choose the option of refundability from the following three options: (a) the Traditional Plan, (b) 50% Return of Capital entrance fee plan or (c) 90% Return of Capital entrance fee plan. In the Traditional Plan, no refund of the entrance fee will be paid to the resident after 50 months of occupancy. In the 50% Return of Capital entrance fee plan, the refund will not be less than 50% of the entrance fee. In the 90% Return of Capital entrance fee plan, the refund will not be less than 90% of total entrance fee. In addition to the entrance fee, monthly maintenance fees are also charged based on the unit selected. The estimated amount of the contractual refund obligations that are expected to be refunded in a subsequent year are classified as a current liability on the projected balance sheet. The refundable portion of entrance fees paid by a resident is recorded as a long-term liability on the projected balance sheet.

**Obligation to Provide Future Services**

The Home annually calculates the present value of the net cost of future services and the use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from advance fees. If the present value of the net cost of future services and the use of facilities exceeds the deferred revenue from advance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income.

## **Summary of Significant Accounting Policies (continued)**

### **Obligation to Provide Future Services (continued)**

The obligation is discounted at 5%, based on the expected long-term rate of return on government obligations. The Home computes this liability by estimating the cost per year per resident at the current level of care for each resident (skilled/intermediate care or residential care). This cost is multiplied by the future life expectancy of each resident based upon actuarially computed tables and increased for an estimated inflation factor of 3% per annum. Management has not projected any obligation to provide future services during the Projection Period.

### **Resident Service and Health Care Revenues**

Resident service and health care revenues are reported at the amount that reflects the consideration to which the Home expects to be entitled in exchange for providing resident care. These amounts are due from residents, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Home bills the residents and third-party payors several days after the services are performed. Service fees paid by residents for maintenance, meals, and other services are assessed monthly and are recognized as revenue in the period services are rendered. Revenue is recognized as performance obligations are satisfied.

The Home generates revenues, primarily by providing housing, amenities (recreational, dining, etc.) and access to health care services to its residents. The various life care contract streams of revenue are recognized as follows:

#### **Entrance Fees**

The nonrefundable entrance fees received are recognized as deferred revenue upon receipt of the payment under the life care contract and included in liabilities in the projected balance sheets until the performance obligations are satisfied. 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 associated with access to future services. 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 projected balance sheets.

#### **Health Care Services**

The Home also provides assisted and nursing care to residents who are covered by government and commercial payors. The Home is paid fixed rates from government and commercial payors. These fixed rates are billed in arrears monthly when the service is provided. The monthly fees represent the most likely amount to be received from the third-party payors.

#### **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 monthly service 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 nonroutine or additional services are billed monthly in arrears and recognized when the service is provided.

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

Performance obligations are determined based on the nature of the services provided by the Home. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. The Home believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to residents in the facilities receiving skilled nursing services or housing residents receiving services in the facilities. The Home considers daily services provided to residents of the skilled nursing facilities and monthly rental for housing services as a separate performance obligation and measures this on a monthly basis, or upon move-out within the month, whichever is shorter.

Nonrefundable entrance fees are considered to contain a material right associated with access to future services, which is the related performance obligation. Revenue from nonrefundable entrance fees is recognized ratably in future periods covering a resident's life expectancy using a time-based measurement similar to the output method. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to our residents and customers in a retail setting (for example, gift shop and cafeteria meals) and the Home does not believe it is required to provide additional goods or services related to that sale.

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

The Home determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors and/or implicit price concessions provided to residents. The Home determines its estimates of contractual adjustments based on contractual agreements, its policy, and historical experience. The Home determines its estimate of implicit price concessions based on its historical collection experience.

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

**Medicare and Medicaid**

The Home's licensed nursing facility participates in the Medicare program. This federal program is administered by the Centers for Medicare and Medicaid Services (CMS) and payment occurs under the Patient Driven Payment Model (PDPM). Under PDPM, therapy minutes are removed as the primary basis for payment and instead use the underlying complexity and clinical needs of a patient as a basis for reimbursement. In addition, PDPM introduces variable adjustment factors that change reimbursement rates during the resident's length of stay. Annual cost reports are required to be submitted to the designated Medicare Administrative Contractor; however, they do not contain a cost settlement.

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

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

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

**Other**

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

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

Generally, residents who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. The Home estimates the transaction price for residents with deductibles and coinsurance based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions.

Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to revenue in the period of the change. Subsequent changes that are determined to be the result of an adverse change in the resident's ability to pay are recorded as bad debt expense.

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

**Income Taxes**

The Home is a nonprofit organization exempt from federal and state income taxes under Internal Revenue Code Section 501(c)(3).

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

The Home follows guidance in the income tax standard regarding the recognition and measurement of uncertain tax positions. The guidance has had no impact on the Home's financial statements.

**Performance Indicator**

The projected statements of operations and changes in net assets include a measurement of deficit of revenues under expenses as a performance indicator.

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

**Adoption of New Accounting Standards**

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update 2016-02, *Leases Accounting Standards Codification(ASC 842)*. The new standard increases transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent of the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. Management has determined that there were no material leases at December 31, 2022 and has not projected any material leases during the Projection Period.

**Management’s Basis for the Projection of Revenues**

**Revenues**

*Independent Living Unit Revenue*

Service fee revenue for residents living in the Independent Living Units is based upon the assumed occupancy and the monthly service fee of the respective units. The Independent Living Unit monthly service fees are assumed to increase 4.0 percent in 2024 and then 3.0 percent annually, thereafter, during the Projection Period.

The following table summarizes the assumed utilization of the Existing Independent Living Units and New Independent Living Units during the Projection Period:

**Table 6**  
**Utilization of the Independent Living Units**

Years Ending December 31,	Existing Independent Living Units			New Independent Living Units			Total Independent Living Unit Occupancy
	Average Units Occupied	Average Units Available	Average Occupancy	Average Units Occupied	Average Units Available	Average Occupancy	
2023 <sup>(1)</sup>	128.3	148.0	86.7%	25.3	67.0	37.8%	71.4%
2024	133.8	148.0	90.4%	61.0	67.0	91.0%	90.6%
2025	133.8	148.0	90.4%	62.0	67.0	92.5%	91.1%
2026	133.8	148.0	90.4%	62.0	67.0	92.5%	91.1%
2027	133.8	148.0	90.4%	62.0	67.0	92.5%	91.1%

Source: Management

Notes:

(1) The 67 New Independent Living Units are assumed to be available for occupancy in June 2023.

The double occupancy percentage for the Existing Independent Living Units is assumed to average 26 percent throughout the Projection Period. The double occupancy percentage for the New Independent Living Units is assumed to approximate 50 percent throughout the Projection Period.

**Management’s Basis for the Projection of Revenues (continued)**

*New Independent Living Unit and Assisted Living Units Monthly Unit Move-In Schedule*

Residents are assumed to begin moving into the New Independent Living Units and Assisted Living Units in June 2023 and September 2023, respectively. The following table reflects Management’s anticipated move-in schedules for the Project, as well as projected occupancy and utilization assumptions.

**Table 7  
Projected Move-In Schedules for the Project**

Fiscal Year/Month	New Independent Living Units			Assisted Living Units		
	Move-ins	Cumulative Occupancy Total	Cumulative Occupancy Percentage	Move-ins	Cumulative Occupancy Total	Cumulative Occupancy Percentage
2023						
January	-	-	0.0%	-	-	0.0%
February	-	-	0.0%	-	-	0.0%
March	-	-	0.0%	-	-	0.0%
April	-	-	0.0%	-	-	0.0%
May	-	-	0.0%	-	-	0.0%
June	23.0	23.0	34.3%	-	-	0.0%
July	10.0	33.0	49.3%	-	-	0.0%
August	7.0	40.0	59.7%	-	-	0.0%
September	7.0	47.0	70.1%	4.0	4.0	16.7%
October	4.0	51.0	76.1%	5.0	9.0	37.5%
November	3.0	54.0	80.6%	5.0	14.0	58.3%
December	1.0	55.0	82.1%	5.0	19.0	79.2%
2024						
January	1.0	56.0	83.6%	1.0	20.0	83.3%
February	2.0	58.0	86.6%	2.0	22.0	91.7%
March	2.0	60.0	89.6%	-	22.0	91.7%
April	2.0	62.0	92.5%	-	22.0	91.7%
May	-	62.0	92.5%	-	22.0	91.7%
June	-	62.0	92.5%	-	22.0	91.7%
July	-	62.0	92.5%	-	22.0	91.7%
August	-	62.0	92.5%	-	22.0	91.7%
September	-	62.0	92.5%	-	22.0	91.7%
October	-	62.0	92.5%	-	22.0	91.7%
November	-	62.0	92.5%	-	22.0	91.7%
December	-	62.0	92.5%	-	22.0	91.7%
Thereafter		62.0	92.5%		22.0	91.7%

Source: Management

*Assisted Living Unit Revenue*

Service fee revenue for residents living in the Assisted Living Units is based upon the assumed occupancy and the monthly service fee of the respective units. The Assisted Living Unit monthly service fees are assumed to increase 4.0 percent in 2024 and then 3.0 percent annually thereafter during the Projection Period. The assumed occupancy levels for the Assisted Living Units are presented in the following table:

**Management’s Basis for the Projection of Revenues (continued)**

**Table 8  
Utilization of the Assisted Living Units**

Years Ending December 31,	Average Units Occupied	Average Units Available	Average Occupancy
2023 <sup>(1)</sup>	3.8	24	15.8%
2024	21.8	24	90.8%
2025	22.0	24	91.7%
2026	22.0	24	91.7%
2027	22.0	24	91.7%

Source: Management

N/A = Not Applicable

Note:

(1) The 24 Assisted Living Units are assumed to be available for occupancy in September 2023.

**Memory Care Beds Revenue**

Service fee revenue for residents living in the Memory Care Beds is based upon the assumed occupancy and the monthly service fee of the respective units. The Memory Care Unit monthly service fees are assumed to increase 4.0 percent in 2024 and then 3.0 percent annually thereafter during the Projection Period. The following table summarizes the assumed utilization of the Memory Care Beds during the Projection Period:

**Table 9  
Utilization of the Memory Care Beds**

Years Ending December 31,	Average Units Occupied	Total Units Available	Average Occupancy
2023	5.3	12.0	44.2%
2024	10.0	12.0	83.3%
2025	10.0	12.0	83.3%
2026	10.0	12.0	83.3%
2027	10.0	12.0	83.3%

Source: Management

**Healthcare Services Revenue**

Service fee revenue for residents living in the Skilled Nursing Beds is based upon the assumed occupancy and the daily service fee of the respective bed. The Skilled Nursing Bed daily service fees are assumed to increase 4.0 percent in 2024 and then 3.0 percent annually thereafter for private-pay residents, 2.0 percent for Medicare, and 1.0 percent for Medicaid residents annually during the Projection Period. The assumed occupancy levels for the Skilled Nursing Beds are presented in the following table:

**Management’s Basis for the Projection of Revenues (continued)**

**Table 10**  
**Average Utilization of the Skilled Nursing Beds**

Years Ending December, 31	Direct Admit	Medicare	Medicaid	HMO	Lifecare	Total	Total Beds Available <sup>(1)</sup>	Occupancy Percentage
2023	23.7	7.5	16.4	11.4	2.0	61.0	74.0	82.4%
2024	30.0	10.0	20.0	15.0	2.0	77.0	82.0	93.9%
2025	30.0	10.0	20.0	15.0	2.0	77.0	82.0	93.9%
2026	30.0	10.0	20.0	15.0	2.0	77.0	82.0	93.9%
2027	30.0	10.0	20.0	15.0	2.0	77.0	82.0	93.9%

Source: Management

Notes:

- (1) The table reflects total operational units available during the Project construction period as a certain amount of units will require the vacating of units during the construction phasing.

*Home Health Revenue*

Management has projected home health revenue based upon historical experience and has projected it to increase approximately 3.0 percent annually throughout the Projection Period.

*Other Revenue*

Management assumes meal revenue, other miscellaneous revenue, and unrestricted contributions to increase approximately 3.0 percent annually throughout the Projection Period.

*Contributions*

Management assumes that contributions would approximate \$1,742,000 in unrestricted contributions to net assets in 2023, and then \$1,528,000 in 2024, increasing at 1.0 percent annually thereafter throughout the Projection Period. The Home receives contributions from charitable organizations and private sources.

*Investment Income*

Investment earnings are assumed to approximate 0.25 percent on the Home’s cash and investments and 3.0 percent annually throughout the Projection Period on the Home’s investments, Debt Service Reserve Fund, Operating Reserve Fund, Bond Funds and Board Restricted Funds.

*Entrance Fees*

The assumed number of Existing Independent Living Units and New Independent Living Units becoming available due to resident turnover, the double occupancy rate, the number of annual resident entrance fee funds, and the movement of Existing and New Independent Living Unit residents into the Assisted Living Units, Memory Care Beds or Skilled Nursing Beds due to death, withdrawal or transfer are provided by Management.

Management has projected a 3.0 percent increase to entrance fees for Independent Living Units for each year in the Projection Period, beginning in 2024. Management has not projected any increase on entrance fees for the Project during the initial fill-up of the Project.

**Management's Basis for the Projection of Revenues (continued)**

The following table summarizes entrance fees received and refunded during the Projection Period.

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**Table 11**  
**Projected Entrance Fees Received and Refunded (in \$000s)**  
**Years Ending December 31,**

	2023	2024	2025	2026	2027
Independent Living Turnover Entrance Fees Received, Net of Refunds	\$ 4,534	\$ 4,823	\$ 5,130	\$ 5,374	\$ 5,713
Initial Entrance Fees Received from New Independent Living Units	13,935	3,006	-	-	-
Total Entrance Fees Received, Net of Refunds	\$ 18,469	\$ 7,829	\$ 5,130	\$ 5,374	\$ 5,713

Source: Management

## **Management's Basis for the Projection of Expenses**

### **Operating Expenses**

Operating expenses are projected to increase approximately 4.0 percent in 2024 and then 3.0 percent annually thereafter throughout the periods presented in the projection. Management has projected operating expenses based upon Management's historical operations for the Home and based upon its plan to operate the Project and the estimated effect of inflation.

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

Average salary and wage rates are based on current rates paid. Beginning January 1, 2024, on an annual basis, Management is projecting salary and wage rates of the Home to increase approximately 4.0% for all employees during the Projection Period in 2024 and then 3.0 percent annually thereafter, for the remainder of the Projection Period.

The costs of employee's fringe benefits are assumed to approximate 21.3 percent of salaries and wages, and include FICA, medical and dental insurance, long-term disability, life insurance, and retirement benefits.

Other non-salary operating expenses of the Home 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, and were projected based on the experience of the Home and are projected to increase due to changes in occupancies as well as at an average annual rates of 4.0 percent during 2024 and then 3.0 percent annually, thereafter, during the Projection Period.

Management Fees are projected based upon the terms of the Management Agreement, as previously described.

Depreciation is projected based upon the depreciation of property and equipment over their estimated useful lives using the straight-line method.

Interest is assumed to be related to the debt service requirements of the existing long-term indebtedness, the amortization of issuance costs, and the amortization of the bond premium.

**Management's Basis for the Projection of Other Items**

**Current Assets and Current Liabilities**

*Cash and Cash Equivalents*

Cash balances for the Projection Period are based on the results of the Projected Statements of Cash Flows.

*Accounts Receivable*

Accounts receivable are projected based on historical levels at 20 days of total resident revenue.

*Accounts Receivable, Other*

Accounts receivable, other are projected based on historical levels at 18 days of total resident revenue.

*Prepaid Expenses and Other Assets*

Prepaid expenses and other assets are projected based on historical levels at 20 days of operating expenses less salaries and wages, depreciation, interest, and amortization expenses.

*Accounts Payable*

Accounts payable are projected based on historical levels at 138 days of operating expenses less salaries and wages, depreciation, interest, and amortization expenses.

*Accrued Expenses*

Accrued expenses are projected on historical levels at 29 days of salaries and wages operating expenses.

**Assets Limited as to Use**

For purposes of Management's Projection, the following assets limited to use have been projected:

- *Statutory Operating Reserve* – North Carolina Statutory Operating Reserve – Section 58-64-33 of the General Statutes of North Carolina, as amended, requires that all continuing care facilities maintain operating reserves equal to 50 percent of the total operating costs (as defined in Section 58-64-33) (or 25 percent of the total operating costs if such facilities maintain an occupancy level in excess of 90 percent and the North Carolina Commissioner of Insurance so approves) for the 12-month period related to the calculation. Such operating reserves may only be released upon approval of the North Carolina Commissioner of Insurance. Management has projected, based on its projected occupancies, meeting the 25 percent operating reserve requirement for all years except 2023, the year of Project opening.
- *Board Designated Investments to Refund Advance Fees* – Represents investments restricted by the board of directors and are designated to refund advance fees.
- *Donor Designated for Benevolence Assistance* – Represents investments restricted by donor that are to be used for providing benevolent care to residents in need.
- *Restricted Cash for Residents* – Represents restricted cash held for residents.

**Management’s Basis for the Projection of Other Items**

- *Restricted Cash for Admission Payments* – Represents resident deposits of entrance fees for Independent Living Unit reservations.
- *Debt Service Reserve Funds* – The Home has debt service reserve funds related to the Series 2017 Bonds and Series 2020 Bonds.
- *Bond Fund* – represents monthly advance payments of bond principal and interest made by the Home to the trustee relating to outstanding Series 2017 Bonds and Series 2020 Bonds. The funds held in the bond fund will be used by the trustee to make principal and interest payments to owners of the outstanding bonds when due.

The following table sets forth the projected calculation of the statutory operating reserve.

**Table 12**  
**Projected Statutory Operating Reserve Calculation**  
**For the Years Ending December 31,**  
**(In Thousands of Dollars)**

	2023	2024	2025	2026	2027
<b>Statutory Operating Reserve Calculation (Expenses in Thousands):</b>					
Total Operating Expenses	\$ 23,751	\$ 30,478	\$ 31,310	\$ 32,168	\$ 33,013
Include:					
Bond Principal Payments	13,182	1,373	1,065	1,110	1,155
Exclude:					
Depreciation	(3,009)	(4,332)	(4,544)	(4,766)	(4,956)
Amortization on Bond Issuance Costs, Bond Premium, and Deferred Costs	59	59	59	59	59
Principal Paid from Initial Entrance Fees	(12,842)	(348)	-	-	-
Amounts Set Aside in Debt Service Reserve Funds <sup>(1)</sup>	(4,472)	(4,996)	(4,994)	(4,995)	(4,993)
<b>Total Operating Costs</b>	<b>\$ 16,669</b>	<b>\$ 22,234</b>	<b>\$ 22,896</b>	<b>\$ 23,576</b>	<b>\$ 24,278</b>
Required Reserve	50%	25%	25%	25%	25%
<b>Required Operating Reserve</b>	<b>\$ 8,335</b>	<b>\$ 5,559</b>	<b>\$ 5,724</b>	<b>\$ 5,894</b>	<b>\$ 6,070</b>
<b>Available Units at December 31:</b>					
Independent Living Units - Existing	148	148	148	148	148
Independent Living Units - Project	67	67	67	67	67
Assisted Living Units	24	24	24	24	24
Memory Care Units	12	12	12	12	12
<b>Total Available Units</b>	<b>251</b>	<b>251</b>	<b>251</b>	<b>251</b>	<b>251</b>
<b>Occupied Units at December 31:</b>					
Independent Living Units - Existing	128	134	134	134	134
Independent Living Units - Project	55	62	62	62	62
Assisted Living Units	19	22	22	22	22
Memory Care Units	10	10	10	10	10
<b>Total Occupied Units</b>	<b>212</b>	<b>228</b>	<b>228</b>	<b>228</b>	<b>228</b>
<b>Occupancy at December 31:</b>	<b>84.46%</b>	<b>90.84%</b>	<b>90.84%</b>	<b>90.84%</b>	<b>90.84%</b>

Source: Management

Notes:

- (1) In accordance with the Statutory Operating Reserve calculation requirements, if the debt service portion is accounted for by way of another reserve account, such as a debt service reserve fund, the debt service portion may be excluded.

**Management's Basis for the Projection of Other Items**

**Property and Equipment**

Property and equipment balances, net of accumulated depreciation, were projected based on the estimated costs of constructing the Project and other routine property and equipment additions during the Projection Period, reduced by estimated annual depreciation.

The following table reflects Project-related costs, capitalized interest, and other routine capital additions.

**Table 13**  
**Projected Routine Capital Additions**  
**(In Thousands of Dollars)**  
**Years Ending December 31,**

	2023	2024	2025	2026	2027
Routine Capital Additions	\$ 910	\$ 900	\$ 900	\$ 951	\$ 974
Project costs	18,841	-	-	-	-
Less: Project Costs Accrued in Accounts Payable in Prior Year	(7,667)				
Capitalized interest, net of interest earnings, during Project construction	1,360	-	-	-	-
<b>Total</b>	<b>\$ 13,444</b>	<b>\$ 900</b>	<b>\$ 900</b>	<b>\$ 951</b>	<b>\$ 974</b>

Source: Management

**Table 14**  
**Projected Property and Equipment)**  
**(In Thousands of Dollars)**  
**Years Ending December 31,**

	2023	2024	2025	2026	2027
Land and Land Improvements	\$ 1,177	\$ 1,177	\$ 1,177	\$ 1,177	\$ 1,177
Buildings	117,414	118,249	119,084	119,967	120,870
Equipment	4,967	5,001	5,035	5,071	5,108
Furniture and Fixtures	3,623	3,647	3,671	3,697	3,723
Transportation Equipment	378	385	392	398	406
Construction in Progress	1,374	1,374	1,374	1,374	1,374
<b>Total</b>	<b>128,933</b>	<b>129,833</b>	<b>130,733</b>	<b>131,684</b>	<b>132,658</b>
Accumulated Depreciation	30,972	35,304	39,848	44,614	49,570
<b>Property and Equipment, Net</b>	<b>\$ 97,961</b>	<b>\$ 94,529</b>	<b>\$ 90,885</b>	<b>\$ 87,070</b>	<b>\$ 83,088</b>

Source: Management

**Long-Term Debt and Interest Expense**

The accompanying projection reflects the following debt:

During 2017, the Home entered into a financing arrangement with the Public Finance Authority under which the Authority issued tax-exempt Series 2017 Revenue Refunding Bonds of \$23,855,000. The bonds were issued to refund the series 2011 bonds. These bonds are collateralized by a deed of trust on the Home, as well as a security interest in pledged assets.

During 2020, the Home entered into a financing arrangement with the Public Finance Authority under which the Authority issued tax-exempt Series 2020-A First Mortgage Revenue Bonds of \$60,105,000, Series 2020 B-1 First Mortgage Revenue Bonds of \$4,000,000, and Series 2020 B-2 First Mortgage Revenue Bonds of \$9,190,000. The bonds were issued to pay for Project, to fund debt service reserve

**Management’s Basis for the Projection of Other Items**

funds and pay a portion of interest on the bonds, and to pay certain costs of issuance. These bonds are collateralized by a deed of trust on the Home, as well as a security interest in pledged assets.

Projected principal payments on the Home’s debt are as follows:

**Table 15**  
**Projected Principal Payments on the Home’s Debt**  
**(In Thousands of Dollars)**

<b>Fiscal Year Ending December 31,</b>	<b>Series 2017 Bonds</b>	<b>Series 2020-A Bonds</b>	<b>Series 2020 B-1 Bonds</b>	<b>Series 2020 B-2 Bonds</b>	<b>Total</b>
2023	340	-	\$ 3,652	\$ 9,190	\$ 13,182
2024	355	670	348	-	1,373
2025	370	695	-	-	1,065
2026	385	725	-	-	1,110
2027	400	755	-	-	1,155
2028	415	790	-	-	1,205
2029	440	820	-	-	1,260
2030	460	855	-	-	1,315
2031	485	895	-	-	1,380
2032	510	940	-	-	1,450
Thereafter	17,915	52,960	-	-	70,875
<b>Total</b>	<b>\$ 22,075</b>	<b>\$ 60,105</b>	<b>\$ 4,000</b>	<b>\$ 9,190</b>	<b>\$ 95,370</b>

Source: Management

# **EXHIBIT 4**

## **Interim Financial Statements March 2023**

- ❖ Balance Sheet**
- ❖ Statement of Operations**
- ❖ Statement of Cash Flows**

# WhiteStone: A Masonic and Eastern Star Community Comparative Balance Sheet

Masonic and Eastern Star Home

MAR-23 USD

5/3/2023 14:01

NATURAL ACCOUNT	Current Month
<b>Assets</b>	
Total Cash and Cash Equivalents	2,823,270.09
Total Current Assets Whose Use is Limited or Restricted	3,450,315.51
Total Accounts/Notes Receivable	1,579,616.52
Total Inventory	70,900.95
Total Prepaid and Deferred	235,453.01
Total L-T Assets Whose Use is Board/Self Restricted	12,100,519.52
Total L-T Assets With Limited/Restricted Use	19,108,689.03
Net Depreciable Assets	27,969,495.86
Total Other Assets	70,708,732.32
<b>Total Assets</b>	<b>138,046,992.81</b>
<b>Liabilities</b>	
Total Accounts Payable	2,637,649.27
Total Accrued Payroll Liabilities	635,800.78
Total Accrued Interest and Current Debt	2,723,004.14
Total Accrued Liabilities	333,608.05
Total Other Current Liabilities	1,815,038.09
Total Long-Term Liabilities	100,657,877.99
Total Deferred Revenue - Non Refundable	17,037,135.15
<b>Total Liabilities</b>	<b>125,840,113.47</b>
<b>Total Equity</b>	<b>12,206,879.34</b>
<b>Total Liabilities and Equity</b>	<b>138,046,992.81</b>

# WhiteStone: A Masonic and Eastern Star Community Quarterly Operating Statement

Masonic and Eastern Star Home  
MAR-23 USD  
5/3/2023 14:01

NATURAL ACCOUNT COST CENTER	YTD Actuals
Operating Revenue	
Independent Living Revenue	
<b>Total IL &amp; State Supplement Revenue</b>	1,415,538.27
Health Center	
Total Private Pay	523,311.03
Total Life Care/Continuing Care	28,350.00
Total Medicare Part A	241,222.43
Total Medicare Part B	27,537.07
Total Medicaid	254,990.50
Total HMO/Managed Care	275,945.10
Total Hospice	62,854.10
Total Other Insurance	-
<b>Total Health Center Revenue</b>	1,414,210.23
Assisted Living - Dementia	
Total Private Pay	83,262.96
Total Life Care/Continuing Care	78,001.00
Total Medicaid	-
<b>Total Assisted Living Revenue</b>	161,263.96
Home Health	
Total Private Pay	68,532.62
<b>Total Home Health Revenue</b>	68,532.62
<b>Total Other Operating Revenue</b>	376,955.93
<b>Total Operating Revenue</b>	3,436,501.01

# WhiteStone: A Masonic and Eastern Star Community Quarterly Operating Statement

Masonic and Eastern Star Home  
MAR-23 USD  
5/3/2023 14:01

NATURAL ACCOUNT COST CENTER	YTD Actuals
<b>Total General and Administrative Expense</b>	834,420.51
<b>Plant</b>	
<b>Total Wages</b>	144,158.14
<b>Total Benefits and Taxes</b>	37,860.68
<b>Total Other Expenses</b>	410,386.21
<b>Total Plant Expenses</b>	592,405.03
<b>Environmental Services</b>	
<b>Total Wages</b>	132,646.29
<b>Total Benefits and Taxes</b>	36,940.23
<b>Total Other Expenses:</b>	22,704.37
<b>Total Environmental Service Expense</b>	192,290.89
<b>Food Service</b>	
<b>Total Wages</b>	326,492.27
<b>Total Benefits and Taxes</b>	82,882.74
<b>Total Other Expenses</b>	259,028.97
<b>Total Food &amp; Beverage Service Expense</b>	668,403.98
<b>Resident Services</b>	
<b>Total Wages</b>	38,986.05
<b>Total Benefits</b>	10,941.40
<b>Total Other Expenses</b>	9,580.69
<b>Total Resident Services Expense</b>	59,508.14

# WhiteStone: A Masonic and Eastern Star Community Quarterly Operating Statement

Masonic and Eastern Star Home  
MAR-23 USD  
5/3/2023 14:01

NATURAL ACCOUNT COST CENTER	YTD Actuals
<b>Health Center</b>	
<b>Total Wages</b>	825,494.58
<b>Total Benefits</b>	157,133.05
<b>Total HC Administrative Expense</b>	101,644.59
<b>Total Ancillary Expense</b>	308,759.55
<b>Total Health Center Expense</b>	<b>1,393,031.77</b>
<b>Assisted Living - Dementia</b>	
<b>Total Wages</b>	40,788.10
<b>Total Benefits and Taxes</b>	11,544.44
<b>Total Other Expenses</b>	1,914.95
<b>Total Assisted Living Expense</b>	<b>54,247.49</b>
<b>Community Home Health</b>	
<b>Total Wages</b>	105,946.76
<b>Total Benefits and Taxes</b>	36,163.44
<b>Total Other Expenses</b>	1,626.10
<b>Total Community Home Health</b>	<b>143,736.30</b>
<b>Total Operating Expense</b>	<b>3,938,044.11</b>
<b>Net Operating Income</b>	<b>(501,543.10)</b>
<b>Total Other Income</b>	1,247,642.62
<b>Total Other Expenses</b>	766,876.43
<b>Net Income/(Loss)</b>	<b>(20,776.91)</b>

# WhiteStone: A Masonic and Eastern Star Community Quarterly Operating Statement

Masonic and Eastern Star Home  
MAR-23 USD  
5/3/2023 14:01

NATURAL ACCOUNT COST CENTER	YTD Actuals
<b>SUMMARY</b>	
Operating Revenue	
Total Independent Living Revenue	1,415,538.27
Total Health Center Revenue	1,414,210.23
Total Assisted Living Revenue	161,263.96
Total Home Health Revenue	68,532.62
Total Other Operating Revenue	376,955.93
<b>Total Operating Revenue</b>	<b>3,436,501.01</b>
Operating Expense	
Total General and Administrative Expense	834,420.51
Total Plant	592,405.03
Total Environmental Service	192,290.89
Total Food Service Expense	668,403.98
Total Resident Services Expense	59,508.14
Total Health Center Expense	1,393,031.77
Total Assisted Living - Dementia Expense	54,247.49
Total Community Home Health Expense	143,736.30
<b>Total Operating Expense</b>	<b>3,938,044.11</b>
<b>Net Operating Income</b>	<b>(501,543.10)</b>
Total Other Income	1,247,642.62
Total Other Expenses	766,876.43
<b>Net Income/(Loss)</b>	<b>(20,776.91)</b>

## WhiteStone: A Masonic and Eastern Star Community Statement of Cash Flows

Masonic and Eastern Star Home  
MAR-23USD  
5/3/2023 14:01

	Year To Date Actual
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Operating Revenue	3,436,501.01
<b>Adjustments to Reconcile Net Operating Revenue to Cash:</b>	
Decrease (Increase) in Resident Receivables	(1,637.43)
Decrease (Increase) in Other Accounts Receivable	(153,305.73)
Operating Revenue - Cash Basis	3,281,557.85
Operating Expenses	3,938,044.11
<b>Adjustments to Reconcile Net Operating Expenses to Cash:</b>	
Increase (Decrease) in Prepaid Expenses and Inventory	(48,726.52)
Decrease (Increase) in Accounts Payable	2,430,663.20
Decrease (Increase) in Accrued Expenses	(49,567.56)
Operating Expenses - Cash Basis	6,270,413.23
Net Operating Income (Loss) - Cash Basis	(2,988,855.38)
<b>Other</b>	
Interest Income	80,194.96
Interest Expense	356,104.14
Other Income & Expense	541,079.64
<b>Entrance Fees</b>	
Entrance Fees Received Net of Refunds	1,301,340.00
Increase (Decrease) in Entrance Fee Deposits	(111,725.12)
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>	<b>(821,861.76)</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>	
Purchases of Property and Equipment	(8,914,475.64)
Decrease (Increase) in Intangible Assets	(30,227.00)
Decrease (Increase) in Self Restricted Assets	(519,233.44)
Decrease (Increase) in Restricted Assets	10,351,231.57
<b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES:</b>	<b>887,295.49</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>	
Effects of Refinancing/Principal Payment on Debt	(899,401.00)
Decrease (Increase) in Other Long Term Debt	(10,000.00)
Equity Changes - Capital Contributions/Partner Distributions	1,737.97
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES:</b>	<b>(907,663.03)</b>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS:</b>	<b>(842,229.30)</b>
<b>CASH AND CASH EQUIVALENTS - AT BEGINNING OF PERIOD</b>	<b>3,665,499.39</b>
<b>CASH AND CASH EQUIVALENTS - AT END OF PERIOD</b>	<b>2,823,270.09</b>

# **EXHIBIT 5**

**Explanation of Material Differences**

**Balance Sheet**

**Statement of Operations**

**Statement of Cash Flows**

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Statement of Financial Position**  
**December 31, 2022**

<u>Assets</u>	<u>Audit</u>	<u>Forecast</u>	<u>Difference</u>	<u>Variance</u>
<b>Current Assets:</b>				
Cash and cash equivalents (1)	\$ 2,001,744	3,528,000	(1,526,256)	-43.26%
Assets limited as to use - current (2)	2,031,550	271,000	1,760,550	649.65%
Accounts receivable, net of allowance for doubtful amounts	859,259	446,000	413,259	92.66%
Accounts receivable, other	565,415	506,000	59,415	11.74%
Prepaid expenses and other assets	356,085	325,000	31,085	9.56%
Total current assets	<u>5,814,053</u>	<u>5,076,000</u>		
<b>Long-Term Investments, Deferred Costs and Other Assets:</b>				
Investments (3)	10,588,464	14,139,000	(3,550,536)	-25.11%
Assets limited as to use, Net of Current Portion (4)	33,685,364	27,329,000	6,356,364	23.26%
Assets in split-interest agreements (5)	3,502,851	4,369,000	(866,149)	-19.82%
Deferred costs, net	225,008	112,000	113,008	100.90%
	<u>48,001,687</u>	<u>45,949,000</u>		
Property and equipment, net (6)	<u>87,523,068</u>	<u>85,004,000</u>	2,519,068	2.96%
Total assets	<u>\$ 141,338,808</u>	<u>\$ 136,029,000</u>		
<b><u>Liabilities and Net Assets</u></b>				
<b>Current Liabilities:</b>				
Current portion of long-term debt (7)	\$ 340,000	\$ 9,357,000	(9,017,000)	-96.37%
Accounts payable (8)	8,401,709	3,172,000	5,229,709	164.87%
Accrued expenses (9)	2,271,381	1,139,000	1,132,381	99.42%
Accrued Interest Payable (10)		535,000	(535,000)	-100.00%
Refundable advance fees, current (11)	106,300	692,000	(585,700)	-84.64%
Total current liabilities	<u>11,119,390</u>	<u>14,895,000</u>		
Long-term debt (12)	<u>96,650,897</u>	<u>87,624,000</u>	9,026,897	10.30%
<b>Deferred Revenue and Other Liabilities:</b>				
Deferred revenue from advance fees (13)	16,101,323	13,508,000	2,593,323	19.20%
Refundable advance fees	4,079,187	3,831,000	248,187	6.48%
Deposits on unoccupied units	1,655,873	1,208,000	447,873	37.08%
Long term accounts payable	40,000	40,000	-	0.00%
Resident trust funds	182,228	320,000	(137,772)	-43.05%
Total deferred revenue and other liabilities	<u>22,058,611</u>	<u>18,907,000</u>		
Total liabilities	<u>129,828,898</u>	<u>121,426,000</u>		
<b>Net Assets:</b>				
Without Donor Restrictions (14)	6,918,252	8,846,000	(1,927,748)	-21.79%
With Donor Restrictions (15)	4,591,658	5,757,000	(1,165,342)	-20.24%
Total net assets	<u>11,509,910</u>	<u>14,603,000</u>		
Total liabilities and net assets	<u>\$ 141,338,808</u>	<u>\$ 136,029,000</u>		

MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED EXPLANATION OF  
MATERIAL DIFFERENCES FOOTNOTES - BALANCE SHEET Differences of \$500,000 or greater  
between audit and forecast are considered Material Differences and are explained below:

1) Cash and cash equivalents	Lower revenue due to construction phasing therefore lower cash. Also added scope to project from operations
2) Assets limited as to use - current	This is related to classification of the bond funds etc. likely due to timing on draws
3) Investments	Removed 1.5M for added scope / market decline
4) Assets limited as to use, Net of Current Portion	This is related to classification of the bond funds etc. likely due to timing on draws
5) Assets in split-interest agreements	Market decline
6) Property and equipment, net	Higher Capex for 2022 as well as added scope to the project
7) Current portion of long-term debt	Audit is 2017 bonds forecast had 2020 bonds however those payments are due 2024
8) Accounts payable	Pay app 27 and 28 from FLB for expansion (Nov and Dec) accrued and funding received January 2023
9) Accrued expenses	Retainage from project
10) Accrued Interest Payable	Accrued interest for 2020 bonds is being capitalized into the project and it was funded interest
11) Refundable advance fees, current	Fewer refunds due at year end than projected (projection was on historical data but 2022 was a strong year and Covid recovery)
12) Long-term debt	Offset is in current portion long term debt -- Audit is 2017 bonds forecast had 2020 bonds however those payments are due 2024
13) Deferred revenue from advance fees	Strong marketing sales in 2022 - 3 times higher than 2021
14) Net Assets Without Donor Restrictions	Construction delays affected revenue therefore affecting net loss for the year
15) Net Assets With Donor Restrictions	Related to market decline in split interest statements

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Statement of Operations**  
**Year Ended December 31, 2022**

	Audit	Forecast	Difference	Variance
<b>Operating revenues:</b>				
Net resident service revenues	\$ 5,201,178	\$ 4,898,000	303,178	6.19%
Net patient health care revenues	5,546,347	5,957,000	(410,653)	-6.89%
Amortization of advance fees	<u>2,171,913</u>	<u>1,845,000</u>	326,913	17.72%
Total Resident Service and Health Care Revenues	<b>12,919,438</b>	<b>12,700,000</b>		
Contributions (1)	2,822,252	2,030,000	792,252	39.03%
Investment income	486,267	242,000	244,267	100.94%
Other income	76,344	1,000	75,344	7534.40%
Release from restriction	<u>75,165</u>	<u>86,000</u>	(10,835)	-12.60%
Total revenues, gains, and other support	<b><u>16,379,466</u></b>	<b><u>15,059,000</u></b>		
<b>Operating expenses:</b>				
General and administrative (2)	-	2,623,000	(2,623,000)	-100.00%
Salaries and benefits (3)	9,266,607	-	9,266,607	#DIV/0!
Contract labor	661	-	661	#DIV/0!
Medical supplies and services (4)	919,415	-	919,415	#DIV/0!
Food supplies and services (5)	846,560	2,453,000	(1,606,440)	-65.49%
Other supplies and activities (6)	780,370	6,976,000	(6,195,630)	-88.81%
Utilities & Communications (7)	644,304	1,951,000	(1,306,696)	-66.98%
Repairs and maintenance (8)	912,017	-	912,017	#DIV/0!
Property and liability insurance	255,624	247,000	8,624	3.49%
Depreciation	1,818,081	1,863,000	(44,919)	-2.41%
Amortization of contract acquisition costs	8,238	4,000	4,238	105.95%
Interest expense	1,030,613	986,000	44,613	4.52%
Management fees	405,677	430,000	(24,323)	-5.66%
Other operating expenses (9)	<u>1,087,141</u>	<u>163,000</u>	924,141	566.96%
Total expenses and losses	<b><u>17,975,308</u></b>	<b><u>17,696,000</u></b>		
<b>Operating Income</b>	<b><u>(1,595,842)</u></b>	<b><u>(2,637,000)</u></b>		
<b>Nonoperating income:</b>				
Change in Unrealized Gains on Investments (10)	<u>(2,969,320)</u>	-	(2,969,320)	
Total nonoperating income	<b><u>(2,969,320)</u></b>	<b><u>-</u></b>		
<b>Increase (decrease) in net assets without donor restrictions</b>	<b><u>\$ (4,565,162)</u></b>	<b><u>\$ (2,637,000)</u></b>		

MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED EXPLANATION OF MATERIAL DIFFERENCES FOOTNOTES – STATEMENT OF OPERATIONS Differences of \$500,000 or greater between audit and forecast are considered Material Differences.

1) Contributions	Received an unplanned 750k estate gift
2) General and Administrative	These are classified differently in the audit versus the forecast. The net of all is less than 500k. After the expansion is done we will work to reflect the Forecast like the audit.
3) Salaries and Benefits	These are classified differently in the audit versus the forecast. The net of all is less than 500k. After the expansion is done we will work to reflect the Forecast like the audit.
4) Medical Supplies and Services -	These are classified differently in the audit versus the forecast. The net of all is less than 500k. After the expansion is done we will work to reflect the Forecast like the audit.
5) Food Supplies and Services	These are classified differently in the audit versus the forecast. The net of all is less than 500k. After the expansion is done we will work to reflect the Forecast like the audit.
6) Other supplies and activities	These are classified differently in the audit versus the forecast. The net of all is less than 500k. After the expansion is done we will work to reflect the Forecast like the audit.
7) Utilities and Communications	These are classified differently in the audit versus the forecast. The net of all is less than 500k. After the expansion is done we will work to reflect the Forecast like the audit.
8) Repairs and Maintenance -	These are classified differently in the audit versus the forecast. The net of all is less than 500k. After the expansion is done we will work to reflect the Forecast like the audit.
9) Other Operating Expenses -	These are classified differently in the audit versus the forecast. The net of all is less than 500k. After the expansion is done we will work to reflect the Forecast like the audit.
10) Change in unrealized Gains on Investments -	Market decline in 2022 however will work with CLA to mirror the audit and forecast moving forward

**MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPORATED**  
**D/B/A WHITESTONE**  
**Statement of Cash Flows**  
**Year Ended December 31, 2022**

	Audit	Forecast	Difference	Variance
Cash flows from operating activities:				
Changes in net assets (1)	\$ (5,730,028)	\$ (2,637,000)	(3,093,028)	117.29%
Depreciation	1,826,319	1,863,000	(36,681)	-1.97%
Amortization of Deferred Financing Costs	79,452	96,000	(16,548)	-17.24%
Amortization of Bond Premium	(135,953)	(159,000)	23,047	-14.49%
Advance fees, refundable fees and deposits on unoccupied units received (2)	6,300,997	3,400,000	2,900,997	85.32%
Amortization of advance fees and reinvested income	(2,171,913)	(1,845,000)	(326,913)	17.72%
Unrealized Gains on Investments (3)	2,969,320	-	2,969,320	#DIV/0!
Change in value of split-interest agreements (4)	866,107	-	866,107	#DIV/0!
Changes in current assets and current liabilities (5)	(3,441,183)	(903,000)	(2,538,183)	281.08%
Other deposits and liabilities	(375,860)	-	(375,860)	#DIV/0!
Net Cash Provided by Operating Activities	<u>187,258</u>	<u>(185,000)</u>		0.00%
Cash flows from investing activities:				
Net Purchase of property and equipment (6)	(24,039,944)	(25,824,000)	1,784,056	-6.91%
Interest Cost Capitalized during the construction period (7)	-	(3,505,000)	3,505,000	-100.00%
Payments on deferred costs	(117,029)	-	(117,029)	#DIV/0!
Net Purchases and Sales of Investments (8)	(389,143)	(970,000)	580,857	-59.88%
Net change in assets whose use is limited	(177,857)	(138,000)	(39,857)	28.88%
Net Cash Used in Investing Activities	<u>(24,723,973)</u>	<u>(30,437,000)</u>		0.00%
Cash flows from financing activities:				
Refunds of advance fees (9)	(1,517,190)	-	(1,517,190)	#DIV/0!
Refundable Advance Fees Received (10)	1,533,713	-	1,533,713	#DIV/0!
Refundable Fees and Deposits on Unoccupied Units Received	447,643	-	447,643	#DIV/0!
Payments on Long-Term Debt	(325,000)	(325,000)	-	0.00%
Net Cash Provided by Financing Activities	<u>139,166</u>	<u>(325,000)</u>		0.00%
Increase (decrease) in cash and cash equivalents	(24,397,549)	(30,947,000)	6,549,451	-21.16%
Cash, cash equivalents and restricted cash - beginning	<u>56,203,008</u>	<u>56,200,000</u>		0.00%
Cash, cash equivalents and restricted cash - ending	<u>\$ 31,805,459</u>	<u>\$ 25,253,000</u>	6,552,459	25.95%

MASONIC AND EASTERN STAR HOME OF NORTH CAROLINA, INCORPATED EXPLANATION OF  
MATERIAL DIFFERENCES FOOTNOTES - CASH FLOW Differences of \$500,000 or greater between  
audit and forecast are considered Material Differences and are explained below:

1) Changes in Net Assets	Due to construction delays units were not opened as forecasted therefore revenue was not generated.
2) Advance fees, refundable fees and deposits on unoccupied units received	Current inventory entrance fees 3x's more than 2021
3) Unrealized Gains on Investments	Market decline - also need to work with CLA on reporting consistently between audit and forecast
4) Change in value of split-interest agreements	Market decline - also need to work with CLA on reporting consistently between audit and forecast
5) Change in value of split-interest agreements	Accrual of Pay app 27 and 28 with FL blum for the construction project - paid in Jan 23
6) Net Purchase of property and equipment -	Likely related to the timing of construction and projection also includes capitalized interest for project
7) Interest Cost Capitalized during the construction period -	Included in property and equip as it was capitalized into the project
8) Net Purchases and sales of Investments -	The forecast was prepared under different assumptions regarding investments and market activity from historical data.
9) Refunds of advance fees -	Reporting categorization - nets with Refundable Advance Fees Received -
10) Refundable Advance Fees Received -	Reporting categorization - nets with Refundable Advance Fees Received -

# **EXHIBIT 6**

## **50% Return-of-Capital™ Residency Agreement**



**700 South Holden Road  
Greensboro, North Carolina 27407  
(336) 299-0031**

**50% Return-of-Capital™  
Residency Agreement**

05/31/2022

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Exhibit A – Non-Standard Features Added at Resident's Request

**WHITESTONE: A MASONIC & EASTERN STAR COMMUNITY**  
**50% RETURN-OF-CAPITAL™**  
**RESIDENCY AGREEMENT**

**RECITALS:**

**A. Provider.** The Masonic and Eastern Star Home of North Carolina, Inc., a non-profit corporation (hereafter "we" or "us" or "our"), is the provider of a continuing care retirement community known as WhiteStone: A Masonic & Eastern Star Community (the "Community") located in Greensboro, North Carolina.

**B. Resident.** \_\_\_\_\_ ("Resident" or "you" or "your", or when two people ("Joint Residents") are named in this Agreement, each of them and the survivor of them, except as otherwise indicated) wishes to live at the Community and to enjoy, consistent with the rights, welfare and contentment of the other residents, the facilities and services provided by the Community.

**C. Requirements for Residency.** Except as waived by us after full disclosure, we require that Resident be at least sixty (60) years of age or applying for the same Residence with a Joint Resident who is sixty (60) or older, be capable of meeting the requirements of occupancy with or without reasonable accommodation and/or reasonable modification, and have sufficient assets and income, all as are specified in our Residency Policy.

**NOW, THEREFORE,** this Agreement is made and entered into between us and Resident as a commitment by Resident and us to the terms and conditions hereinafter set forth.

**1. THE RESIDENCE.** We agree to make available to you, for as long as you live and subject to the terms of this Agreement, a room, studio, apartment or cottage at the Community described as follows: \_\_\_\_\_, \_\_\_\_\_ no. \_\_\_\_\_ (hereafter "Residence"), and to provide, for your lifetime, the services and amenities described in Section 3.1 below. You may select certain options and custom features in the Residence at an extra charge, which shall not be subject to any repayment provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Community prior to adding them to the Residence. The Executive Director of the Community has consented to your request to add the non-standard features set forth on Exhibit A to the Residence, and you agree to pay the amount(s) set forth on Exhibit A to cover the additional charges for these features.

**2. CHARGES FOR RESIDENCE AND PRIMARY SERVICES.**

**2.1 Application Fee.** Prior to or upon execution of this Agreement, you will pay to us an Application Fee of \$ \_\_\_\_\_. The Application Fee will be used by us to process your application for residency and is non-refundable.

**2.2 Entrance Fee.** In order to reside at the Community for life, subject to this Agreement, and to receive the services described below, you agree to pay to us (in addition to the Monthly Fee

described below) an Entrance Fee in the amount of \$\_\_\_\_\_. The total amount of the Entrance Fee shall be payable as follows:

**2.2.1** Ten percent (10%) of the total Entrance Fee or \$\_\_\_\_\_ is due and payable upon your execution of this Agreement.

**2.2.2** The balance of \$\_\_\_\_\_ of the Entrance Fee shall be paid on the date of occupancy at the Community but in no event later than ninety (90) days after your execution of this Agreement.

**2.3 Monthly Fee.** You are obligated to begin paying a Monthly Fee (or a pro rata portion thereof) on the date you assume occupancy at the Community or within ninety (90) days from the date this Agreement is executed by you, whichever is earlier. Thereafter, the Monthly Fee shall be paid by the tenth (10<sup>th</sup>) day of each month during the term of this Agreement. The Monthly Fee is initially set at a specific amount that can be increased as described in Section 2.6 below. A "Second Person Monthly Fee" shall become part of the Monthly Fee and shall be paid if two persons are Joint Residents under this Agreement. If there are Joint Residents under this Agreement and one Joint Resident dies, the Second Person Monthly Fee shall cease and the remaining Resident shall continue to pay the Monthly Fee without the Second Person Monthly Fee component.

**2.4 Initial Monthly Fee.** The initial Monthly Fee payable by you is \$\_\_\_\_\_ per month and an additional \$\_\_\_\_\_ per month as a Second Person Monthly Fee component of the Monthly Fee if two persons reside as Joint Residents pursuant to this Agreement.

**2.5 Continuance of Monthly Fee.** The Monthly Fee will continue until (i) your death (in the case of Joint Residents, the death of the surviving Resident), or (ii) surrender of your Residence due to your permanent assignment to Health Center Level Services (as defined in Section 5.1), or (iii) the cancellation of this Agreement as outlined in Sections 8 and 9. If this Agreement is canceled on a date other than the last day of the month, the amount of the Monthly Fee shall be prorated to the date of cancellation. If you have paid more than the prorated Monthly Fee, we will repay the excess amount to you within thirty (30) days after the date of cancellation.

**2.6 Increase in Monthly Fee.** The Monthly Fee is paid to us to provide the services and amenities described in this Agreement, and is intended to meet the expenses associated with the operation of the Community. We may increase the Monthly Fee (which includes the Second Person Monthly Fee where applicable) upon thirty (30) days' written notice if we, in our sole discretion, deem it necessary to meet the financial needs of the Community or to provide services to the Residents.

**2.7 Reduction in Monthly Fee Due to Absence.** If you are absent from the Community for more than seven (7) consecutive days, you will be eligible for a Monthly Fee credit equivalent to the costs of meals paid for and not consumed. You are required to notify us in advance of your absence in order to qualify for the Monthly Fee credit.

**2.8 Reserve Funds.** The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the financial security of the Community.

**2.9 Late Payment Charge.** We may charge a one percent (1%) late payment charge per month on any Monthly Fees or extra charges that have not been paid within thirty (30) days of receipt of a monthly statement from us.

### **3. DESCRIPTION OF PRIMARY AND SUPPLEMENTAL SERVICES.**

**3.1 Services Provided for the Monthly Fee.** We will provide you, in consideration for the Monthly Fee referred to above, the following services and amenities at the Community:

- As of the date you executed this Agreement the monthly Dining Allocation is \$\_\_\_\_\_ per month. Each Resident will receive the monthly Dining Allocation as part of the Monthly Fee and Second Person Monthly Fee, to be applied toward dining charges in the main dining room, other designated dining areas, or for other food and beverage services. This Dining Allocation may be expended by you, or with your permission, your guests. Each month, you will be charged for any dining charges in excess of your Dining Allocation. Any unused Dining Allocation at the end of a month can be carried over up to thirty (30) days, but will expire after such thirty (30) days. Your monthly Dining Allocation will be adjusted annually to reflect changes in food service expenses;
- Water, sewer, air conditioning, heating, electricity, trash removal, and municipal services. The Resident is responsible for the charges related to telephone, and cable or satellite television reception;
- Access to one unassigned parking stall (other spaces, if available, may be provided for an additional fee);
- Building and grounds maintenance;
- Weekly housekeeping service;
- Availability of laundry facilities so that you may wash and dry personal laundry;
- Planned activities -- social, educational, cultural, recreational, and spiritual -- for those who wish to participate;
- Services of an activities director;
- Use of the Community's common areas and amenities during scheduled hours – central dining room, chapel, library, mail boxes, lounges, arts and crafts room, exercise areas, community garden, dog park, fellowship hall, and woodworking shop;
- Carpeting (except in the kitchen and bath where there is other floor covering);
- A kitchen, including refrigerator with icemaker, range/oven, garbage disposal, dishwasher, and microwave;
- Local transportation scheduled by us;
- Twenty-four (24) hour emergency call monitoring in your Residence by nursing staff;
- Guest parking areas;
- Fire detection system;
- Security for buildings and grounds;
- Health Center Level Services, for thirty (30) free annual days of care (see Section 5 for additional details).

**3.2 Supplemental Services Provided for an Extra Charge.** Supplemental services, when available, will be provided at extra charge and are described below:

- Additional meals in the dining room over those provided in consideration for the Monthly Fee;
- Guest accommodations, if available;
- Certain other supplies and services such as medicine, drugs, prescribed therapy, Health Center Medical Director, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;
- Other optional services related or unrelated to care in the Health Center as approved by us;
- Personal laundry service;
- Guest meals;
- Additional housekeeping services;
- Special events transportation;
- Extended dietician services when ordered by your attending physician or dietician services not ordered by your attending physician;
- Tray service to your Residence when ordered by your attending physician, the Health Center Medical Director, the Health Center director of nursing, assistance-in-living director or resident services director;
- Health Center Level Services beyond the thirty (30) free annual days of care.

#### **4. TERMS OF RESIDENCY.**

**4.1 Use of the Residence.** The Residence is for living only and will not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and grants you only a lifetime use of the Residence and other facilities of the Community and to available services, subject to the terms and conditions of this Agreement.

**4.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (or either of you in the case of Joint Residents) live unless you (both of you in the case of Joint Residents) are not capable of occupancy as set forth in our Residency Policy, or this Agreement is canceled by you or by us. A copy of our current Residency Policy, outlining the age, health and financial requirements for residency, is available for review in the Community Marketing Office. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living, skilled nursing care, or specialized care for dementia or related disorders be given, you will be requested to relocate to the Community Health Center where we are licensed to provide such care.

**4.3 Occupants of the Residence.** Except as hereinafter provided, no person other than you (both of you in the case of Joint Residents) may occupy the Residence. In the event that a second person who is not a party to this Agreement is accepted for residency in the Residence at a time subsequent to the date hereof (said acceptance to be in accordance with our current Residency Policy), an Entrance Fee in an amount to be determined by us (which will be no more than one-half of the then-current Entrance Fee for the Residence) shall be paid upon residency, and each month thereafter, the then-current Second Person Monthly Fee shall be paid as part of the Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be

permitted to occupy the Residence for more than thirty (30) days, except with our express written approval.

If the Resident marries a person who is also a resident of the Community, and should they decide to occupy one residence as Joint Residents, they must declare which residence will be occupied and which residence will be surrendered. The repayment due for the surrendered residence, if any, will be provided pursuant to the Entrance Fee repayment terms in the residency agreement of the surrendered residence.

**4.4 Guests.** Guests are welcome to stay in your Residence for short stays not to exceed ten (10) consecutive days. Such stay shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

**4.5 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from such liability.

**4.6 Insurance.** You are required at your own expense to carry personal property insurance and liability insurance. If requested by us, you agree to provide us with proof of such insurance coverage.

**4.7 Removal and Storage of Resident's Personal Property.** Your personal property must be removed from the Residence within thirty (30) days following any of the following dates: (i) the date of your death (if Joint Residents, the date of death of the surviving Resident), (ii) the date notice of cancellation is delivered by you or us pursuant to Section 8 or 9, or (iii) the date notice is delivered to you of your permanent assignment or transfer to the Community Health Center or a Comparable Facility for Health Center Level Services (see definitions in Sections 5.1 and 5.2). If your personal property has not been removed from the Residence within such thirty (30) day period, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during which such personal property remains in the Residence or remove and store such personal property at the expense and risk of you or your estate. In the event of your death, while you are a resident of the Community under this Agreement, only the executor(s) named in your Will will be allowed to remove or dispose of your furnishings and belongings in your living accommodation and any related storage areas at the Community. Members of your family or those to whom you have granted Power of Attorney will not be allowed access to your personal property after your death, unless they are the executor(s) named in your Will.

**4.8 Furnishings.** Furnishings within the Residence provided by you shall not be such as to interfere with the health, safety or general welfare of you, other residents, or others.

**4.9 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health and safety or the health and safety of other residents. If relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence within the Community, or to the Community Health Center or a Comparable Facility (as defined in Section 5.2) for the protection of your health or safety or for the health or safety of the other residents of the Community.

**4.10 Alterations by You.** You may not undertake any alterations to your Residence without our prior written approval, as set forth in a separate addendum to this Agreement.

**4.11 Condition of Residence.** Upon vacating the Residence, you agree to leave it in good condition, except for normal wear and tear. You shall be liable to us for any charges incurred to restore your Residence to good condition, normal wear and tear excepted.

**4.12 Rights of Second Single Resident.** When two Joint Residents reside in a single Residence under this Agreement, upon the death or permanent assignment of one Resident to the Community Health Center Level Services, or other inability to continue residing in the Residence, the remaining Resident may continue to reside in the Residence under the terms of this Agreement and shall pay the Monthly Fee.

## **5. THE COMMUNITY HEALTH CENTER.**

**5.1 Description.** The Community Health Center is the portion of the Community which is licensed to provide assisted living, skilled nursing care, and specialized care for dementia or related disorders (collectively "Health Center Level Services"). The Community Health Center is staffed by licensed nursing personnel 24 hours a day.

**5.2 Alternate Accommodations.** You will be given priority over non-residents for admission to the Community Health Center. In the event the Community Health Center is fully occupied when you are determined appropriate for admission, you agree to relocate to an alternate health care facility that provides services similar to the Community Health Center (a "Comparable Facility"). Upon your relocation to a Comparable Facility, you shall continue to be responsible for the Monthly Fee (unless your Residence is surrendered). We will not be responsible for the charges associated with the Comparable Facility.

**5.3 Thirty (30) Annual Days of Nursing Care in the Community Health Center.** You are eligible to receive thirty (30) annual days of nursing care (non-cumulative) in the Community Health Center (while you are a resident of your Residence), without paying the Health Center per diem charge. In the case of Joint Residents, each of you will receive thirty (30) annual days, but the days cannot be combined and used by only one of you, and unused days cannot be carried over to subsequent years. You are required to pay any charges for physician services and any additional health services as outlined in Section 5.10. Once you are permanently assigned to the Health Center, you no longer qualify for the thirty (30) annual days.

**5.4 Transfer to Health Center Level Services.** In the event your physical or mental health is determined by us to be appropriate for Health Center Level Services, you agree to relocate to the Community Health Center or a Comparable Facility. Such a determination will be made by us after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.5 Temporary Assignment to the Community Health Center.** In the event you require temporary care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. In addition, you will continue to pay the Monthly Fee for your Residence.

**5.6 Permanent Assignment to Health Center Level Services.** In the event you require permanent care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. If you are determined appropriate for Health Center Level Services, and are admitted or relocated to the Community Health Center or a Comparable Facility, you will be required to surrender the Residence to us. We shall have the right to reassign the Residence for occupancy by others except as provided in Section 4.12. Release of the Residence due to your permanent assignment to the Community Health Center or to a Comparable Facility does not qualify you for reimbursement of the Entrance Fee, unless this Agreement is canceled.

Once the Residence is surrendered, you will no longer be obligated to pay the Monthly Fee for the Residence.

**5.7 Relocation within the Community Health Center.** We reserve the right to relocate you to a different level of care within the Community Health Center if you require such care. Such relocation will be made after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.8 Return to Residence.** If we subsequently determine, in consultation with your attending physician, your personal representative and you to the extent possible, that you can resume occupancy in a residence equivalent to the residence you previously occupied, you shall have the right to relocate to such equivalent residence as soon as one is available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the residence.

**5.9 Medical Director, Attending Physician, and Additional Health Services.** We have designated a licensed physician to serve as Medical Director of the Community Health Center. You are required to have a local attending physician. You may engage the services of the Medical Director at your expense. We will not be responsible for the charges for medical treatment or services by the Medical Director or your attending physician, nor will we be responsible for the charges for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.

**5.10 Advanced Charges for Medical Treatment.** In the event we incur or advance payment for your medical treatment or for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment (even in the event such medical care is given at the direction of your attending physician or the Medical Director without your prior approval), you shall promptly reimburse us for such payments. Upon

cancellation of this Agreement for any reason, any amounts due to us under this Section 5.11 shall be offset against any repayment of the Entrance Fee.

**5.11 Medicare and Health Insurance.** When age eligible, you are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility. You shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in the Community Health Center or a Comparable Facility. If you are eligible to receive the thirty (30) annual days of care in the Community Health Center as provided in Section 5.4 and your stay in the Community Health Center is a Medicare-qualified stay, such thirty (30) annual days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage.

If you are not eligible for Medicare, you shall maintain health insurance coverage acceptable to us and shall furnish us with evidence of such coverage upon our request. Should your health insurance not fully cover your stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each admission and stay in the Community Health Center or a Comparable Facility.

If failure to maintain Medicare Part A, Medicare Part B, supplemental health insurance or other health insurance coverage causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Section 7.1, and we retain the right to revoke your right to reside at the Community and cancel the Residency Agreement as provided in Section 9.

**5.12 Managed Care.** If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms of this Agreement governing nursing care will include the following provisions:

**5.12.1 Participating Provider.** If the Community Health Center is a participating provider with your managed care program and your stay is a Medicare-qualified stay, the Community agrees to be reimbursed at the rate negotiated with your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.2 Not a Participating Provider.** If the Community Health Center is not an approved participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for health care

services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence, unless your Residence has been surrendered to us. Such a stay at a managed care participating provider other than the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.3 Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will use our best effort to negotiate a reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.4 No Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in the Community Health Center during a Medicare-qualified stay, then each day of your stay in the Community Health Center will reduce by one day the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4. During any such Medicare-qualified stay in the Community Health Center, you agree that you will continue to pay the Monthly Fee, unless your Residence has been surrendered to us, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any such Medicare-qualified stay in the Community Health Center you are no longer eligible to receive any of the days of care provided for in Section 5.4, then you agree to pay the per diem rate for your care in the Community Health Center, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment, and the Monthly Fee for your Residence, unless your Residence has been surrendered to us.

**5.12.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be entitled to health care in the Community Health Center in accordance with the terms of this Agreement other than as provided in this Section 5.13, as adjusted to reflect any reduction during such stay in the number of days of care that you are eligible to receive without extra charge as provided in Section 5.4.

**5.13 Transfer to Hospital or Other Care Facility.** If we determine after consultation with your attending physician, your personal representative and you to the extent possible, that you need care beyond that which the Community Health Center is licensed to provide, you will be transferred to a hospital or other care facility. We shall not be responsible for any charges associated with the transfer and health care expenses or charges incurred by you after such a transfer. You shall continue to pay the Monthly Fee until your Residence is surrendered.

**5.14 Community Health Center Admission Agreement.** If you require care in the Community Health Center, you agree to enter into a separate Community Health Center Admission Agreement to be signed by you and us.

**5.15 Under Age 60.** If you are under the age of 60 when you occupy your Residence under this Agreement, you are not eligible to receive thirty (30) annual days of nursing care in the Community Health Center as described in Section 5.4 until you attain the age of 60. During this time, you will be entitled to Health Center Level Services at the then-current rate being charged to non-residents until age 60.

## **6. REPRESENTATIONS.**

**6.1 Our Representations.** We represent and warrant that we are a nonprofit corporation and that we do not propose to operate at a profit. We are exempt from payment of Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. We are affiliated with The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina. The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina are not responsible for our financial or contractual obligations.

**6.2 Your Representations.** You represent and warrant that the representations made in the application for residency, your personal health history, and the confidential financial statement are true and correct and may be relied upon by us as a basis for your acceptance for residency at the Community. You also represent and warrant that you have not made any gift of your property in contemplation of the execution of this Agreement.

## **7. PROMISES.**

**7.1 Our Promises.** It is and shall be our declared policy to operate as a non-profit organization. We will not cancel this Agreement without just cause as specified in Section 9. Further, we shall not cancel this Agreement solely by reason of your financial inability to pay the full Monthly Fee or the per diem charge for care in the Community Health Center. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. You shall be permitted to remain at the Community for a reduced fee based on your ability to pay for as long as you establish facts to justify deferment of such charges and when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis for the benefit of the residents.

**7.2 Your Promises.** You agree to comply with all policies and procedures of the Community as now existing or as hereafter amended; to pay the Entrance Fee, Monthly Fee, and any other charges as provided in this Agreement; to not impair your ability to meet the financial obligations under this Agreement by transferring assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance, without our consent, and to abide by all other terms of this Agreement.

## **8. CANCELLATION BY RESIDENT.**

**8.1 Right of Rescission.** Within thirty (30) days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the thirty (30) day rescission period. Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.2.

**8.2 Cancellation Prior to Occupancy.** You may cancel this Agreement for any reason at any time before you move into the Community by giving us written notice signed by you (both of you in the case of Joint Residents). Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.3 or 10.4. If you die prior to occupying the Residence or if, on account of illness, injury or incapacity, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel. Repayment of the Entrance Fee shall be as outlined in Section 10.3.

**8.3 Cancellation After Occupancy.** You may cancel this Agreement for any reason after moving into the Community by giving us thirty (30) days' prior written notice of cancellation, which shall be effective and irrevocable upon delivery. Cancellation shall occur thirty (30) days after written notice is delivered, and you must vacate the Residence within the thirty (30) days. You are obligated to pay the Monthly Fee during the thirty (30) days. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

**8.4 Cancellation Due to Death After Occupancy.** This Agreement will automatically cancel upon your death (the death of the surviving Resident in the case of Joint Residents). After such automatic cancellation, your personal representative will have thirty (30) days from the date of your death to remove your personal property from the Residence. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

## **9. CANCELLATION BY US.**

**9.1 Cancellation Upon Notice.** We may, upon notice and opportunity to cure as hereinafter provided, cancel this Agreement for just cause. Just cause shall include the occurrence of any of the following events (hereinafter referred to as a "Default"):

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**9.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency process.

**9.1.3 Nonpayment.** You fail to pay any charges to us, subject to the provisions of Section 7.1, within sixty (60) days of the date when such charges are due.

**9.1.4 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or behavior that would result in physical damage to the property of others.

**9.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in the Community Health Center within the limits of our license.

**9.2 Default Notice.** Prior to cancellation for any Default described in Section 9.1.1, 9.1.2 or 9.1.3 above, we shall give you notice in writing of such Default, and you shall have at least thirty (30) days thereafter within which to correct such Default. No Default shall eliminate your obligation to pay the Monthly Fee until cancellation. If you correct such Default within such time, this Agreement shall not be canceled. If you fail to correct such Default within such time, this Agreement shall cancel at the expiration of such thirty (30) days.

In the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5 above, if we or the Medical Director determines that either the giving of notice of Default or the lapse of time as above provided might be detrimental to you or others, then such notice and/or waiting period prior to cancellation shall not be required. Also, in the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5, we are expressly authorized by you to transfer you to an appropriate hospital or other facility, and we will promptly notify your personal representative or attending physician.

## **10. REPAYMENT OF ENTRANCE FEE.**

**10.1 Nonacceptance by Us.** If we do not accept you for residency at the Community, the full amount of the Entrance Fee you have paid will be promptly repaid to you, with interest.

**10.2 Right of Rescission.** If you rescind this Agreement as provided in Section 8.1, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days of our receipt of the written notice of rescission.

**10.3 Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity, or Change in Financial Condition.** If, prior to occupancy, you die or you cancel this Agreement because of illness, injury, incapacity, or change in your financial condition, you or your estate will receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.4 Cancellation Prior to Occupancy for Other Reasons.** If you cancel this Agreement for reasons other than those stated in Section 10.3 above, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.5 Cancellation After Occupancy.** In the event you or we cancel this Agreement after occupancy or in the event of your death (the death of the survivor in the case of Joint Residents), you or your estate will be reimbursed ninety-six percent (96%) of the total Entrance Fee paid upon residency, less an amount equal to two percent (2%) for each month of residency for up to twenty-three (23) months. Subject to our offset rights outlined in Section 10.6, the repayment of the Entrance Fee will not be less than fifty percent (50%). Such repayment will be paid, without interest, within sixty (60) days after your Residence has been reserved by a new resident and our receipt of the full amount of the Entrance Fee paid by such new resident. In the event your Residence is not reserved by a new resident, such repayment will be paid, without interest, within twenty-four (24) months from the date cancellation of your Residency Agreement becomes effective.

**10.6 Offset Against Entrance Fee Repayment.** In the event of cancellation of this Agreement after occupancy as described in Section 10.5 above, we will offset against any Entrance Fee repayment due to you the following:

**10.6.1** The amount of any Monthly Fees or other charges deferred by us on your behalf under Section 7.1; and

**10.6.2** Any health care expenses incurred on your behalf and other amounts payable to us, which remain unreimbursed; and

**10.6.3** Any charges incurred to restore the Residence to good condition, normal wear and tear excepted, as outlined in Section 4.11; and

**10.6.4** Any charges incurred as a result of non-standard features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

## **11. MISCELLANEOUS.**

**11.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 10; (ii) this Agreement and your contractual right to occupy the Community will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you a revocable right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

**11.2 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or

employees, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

**11.3 Amendment.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

**11.4 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable laws or regulations. Further, we may change any part of the Community, including the Residence, to meet the requirements of any applicable law or regulation.

**11.5 Entire Agreement.** This Agreement and any addenda or amendments thereto contain our entire understanding with respect to your residency at the Community.

**11.6 Monthly Statement.** You shall receive a monthly statement from us showing the total amount of fees and other charges owed by you, which shall be paid by the tenth (10<sup>th</sup>) day of each month.

**11.7 Responsible Party for Business and Financial Decision Making.** Within sixty (60) days after assuming residency at the Community, you agree to execute and deliver to us a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**11.8 Disposition of Furniture, Possessions, and Property.** Within sixty (60) days after the date of residency, you agree to make provision by will or otherwise for the disposition of all of your furniture, property, and possessions located on the premises of the Community.

**11.9 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**11.10 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of the Community at 700 South Holden Road; Greensboro, North Carolina 27407. Such notices shall be dated and signed.

Any notice required to be given to you shall be delivered to you at the Community or at such other place as you shall designate to us in writing. All notices mailed in accordance with this Section shall be deemed to be given when mailed whether or not they are actually received.

**11.11 Indemnity.** We will not be liable for and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting

from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

**11.12 Separability.** The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**11.13 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**11.14 Capacity.** This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent or employee of ours shall have any personal liability hereunder to you under any circumstances. This Agreement will become effective upon acceptance and signature by us.

**11.15 Resident.** In the case of Joint Residents, the rights and obligations of each are joint and several except as the context of this Agreement otherwise requires.

**11.16 Reimbursement for Loss or Damage.** You or your responsible party, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional, careless, or negligent acts or omissions or that of your guests.

**11.17 Reimbursement of Charges.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

**11.18 Transfers.** We may sell or transfer our interest in the Community provided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

**11.19 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers, and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our policy. If you fail to follow or enforce the policies and rules set forth therein, then we may elect, at our sole option, to cancel this Agreement.

**11.20 Tax Considerations.** You should consult with your tax advisor regarding the tax considerations associated with this Agreement.

**11.21 Management.** We have engaged the services of Life Care Services LLC to manage the Community. We are not affiliated with Life Care Services nor is Life Care Services responsible for our contractual or financial obligations or the contractual or financial obligations of the Community.

**11.22 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina.

**11.23 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.11, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**11.24 Force Majeure.** The Community shall not be liable to the Resident for any default, breach, or damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason or the occurrence of a Force Majeure Event. A “Force Majeure Event” is defined as the occurrence of an event which materially interferes with the ability of the Community to perform its obligations or duties hereunder which is not within the reasonable control of the Community, and which could not with the exercise of diligent efforts have been avoided, including, but not limited to, war, rebellion, natural disasters (including floods, earthquake, fire, hurricanes, windstorms, tornadoes), accident, strike, riot, civil commotion, act of God, pandemic, epidemic, or other public health crisis, including quarantine or other employee restrictions, acts of authority or change in law. The Community shall promptly notify Resident of the occurrence and particulars of such Force Majeure Event and shall provide Resident, from time to time, with its best estimate of the duration of such Force Majeure Event and with notice of the termination thereof. The Community shall use diligent efforts to avoid or remove such causes of non-performance as soon as is reasonably practicable.

**11.25 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

## **12. ARBITRATION.**

**12.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**12.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any kind (except for those disputes, claims or controversies arising under Paragraph 12.1 above) between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in Guilford County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**12.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us.

**12.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Approved this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**RESIDENT**

**THE MASONIC AND EASTERN STAR  
HOME OF NORTH CAROLINA, INC.  
d/b/a WhiteStone: A Masonic & Eastern  
Star Community**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Witness

Attachment: Exhibit A



50% Return of Capital Residency Agreement (2022-  
05-31).docx

**Exhibit A**

<b>Non-Standard Features Added at Resident's Request:</b>	<b>Amount</b>
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total of Non-Standard Features</b>	<b>\$</b>

**Initials** \_\_\_\_\_  
**Community**

\_\_\_\_\_  
**Resident(s)**

# **EXHIBIT 7**

## **90% Return-of-Capital™ Residency Agreement**



**700 South Holden Road  
Greensboro, North Carolina 27407  
(336) 299-0031**

**90% Return-of-Capital™  
Residency Agreement**

05/31/2022

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Exhibit A – Non-Standard Features Added at Resident's Request

**WHITESTONE: A MASONIC & EASTERN STAR COMMUNITY**  
**90% RETURN-OF-CAPITAL™**  
**RESIDENCY AGREEMENT**

**RECITALS:**

**A. Provider.** The Masonic and Eastern Star Home of North Carolina, Inc., a non-profit corporation (hereafter "we" or "us" or "our"), is the provider of a continuing care retirement community known as WhiteStone: A Masonic & Eastern Star Community (the "Community") located in Greensboro, North Carolina.

**B. Resident.** \_\_\_\_\_ ("Resident" or "you" or "your", or when two people ("Joint Residents") are named in this Agreement, each of them and the survivor of them, except as otherwise indicated) wishes to live at the Community and to enjoy, consistent with the rights, welfare and contentment of the other residents, the facilities and services provided by the Community.

**C. Requirements for Residency.** Except as waived by us after full disclosure, we require that Resident be at least sixty (60) years of age or applying for the same Residence with a Joint Resident who is sixty (60) or older, be capable of meeting the requirements of occupancy with or without reasonable accommodation and/or reasonable modification, and have sufficient assets and income, all as are specified in our Residency Policy.

**NOW, THEREFORE,** this Agreement is made and entered into between us and Resident as a commitment by Resident and us to the terms and conditions hereinafter set forth.

**1. THE RESIDENCE.** We agree to make available to you, for as long as you live and subject to the terms of this Agreement, a room, studio, apartment or cottage at the Community described as follows: \_\_\_\_\_, \_\_\_\_\_ no. \_\_\_\_\_ (hereafter "Residence"), and to provide, for your lifetime, the services and amenities described in Section 3.1 below. You may select certain options and custom features in the Residence at an extra charge, which shall not be subject to any repayment provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Community prior to adding them to the Residence. The Executive Director of the Community has consented to your request to add the non-standard features set forth on Exhibit A to the Residence, and you agree to pay the amount(s) set forth on Exhibit A to cover the additional charges for these features.

**2. CHARGES FOR RESIDENCE AND PRIMARY SERVICES.**

**2.1 Application Fee.** Prior to or upon execution of this Agreement, you will pay to us an Application Fee of \$ \_\_\_\_\_. The Application Fee will be used by us to process your application for residency and is non-refundable.

**2.2 Entrance Fee.** In order to reside at the Community for life, subject to this Agreement, and to receive the services described below, you agree to pay to us (in addition to the Monthly Fee

described below) an Entrance Fee in the amount of \$\_\_\_\_\_. The total amount of the Entrance Fee shall be payable as follows:

**2.2.1** Ten percent (10%) of the total Entrance Fee or \$\_\_\_\_\_ is due and payable upon your execution of this Agreement.

**2.2.2** The balance of \$\_\_\_\_\_ of the Entrance Fee shall be paid on the date of occupancy at the Community but in no event later than ninety (90) days after your execution of this Agreement.

**2.3 Monthly Fee.** You are obligated to begin paying a Monthly Fee (or a pro rata portion thereof) on the date you assume occupancy at the Community or within ninety (90) days from the date this Agreement is executed by you, whichever is earlier. Thereafter, the Monthly Fee shall be paid by the tenth (10<sup>th</sup>) day of each month during the term of this Agreement. The Monthly Fee is initially set at a specific amount that can be increased as described in Section 2.6 below. A "Second Person Monthly Fee" shall become part of the Monthly Fee and shall be paid if two persons are Joint Residents under this Agreement. If there are Joint Residents under this Agreement and one Joint Resident dies, the Second Person Monthly Fee shall cease and the remaining Resident shall continue to pay the Monthly Fee without the Second Person Monthly Fee component.

**2.4 Initial Monthly Fee.** The initial Monthly Fee payable by you is \$\_\_\_\_\_ per month and an additional \$\_\_\_\_\_ per month as a Second Person Monthly Fee component of the Monthly Fee if two persons reside as Joint Residents pursuant to this Agreement.

**2.5 Continuance of Monthly Fee.** The Monthly Fee will continue until (i) your death (in the case of Joint Residents, the death of the surviving Resident), or (ii) surrender of your Residence due to your permanent assignment to Health Center Level Services (as defined in Section 5.1), or (iii) the cancellation of this Agreement as outlined in Sections 8 and 9. If this Agreement is canceled on a date other than the last day of the month, the amount of the Monthly Fee shall be prorated to the date of cancellation. If you have paid more than the prorated Monthly Fee, we will repay the excess amount to you within thirty (30) days after the date of cancellation.

**2.6 Increase in Monthly Fee.** The Monthly Fee is paid to us to provide the services and amenities described in this Agreement, and is intended to meet the expenses associated with the operation of the Community. We may increase the Monthly Fee (which includes the Second Person Monthly Fee where applicable) upon thirty (30) days' written notice if we, in our sole discretion, deem it necessary to meet the financial needs of the Community or to provide services to the Residents.

**2.7 Reduction in Monthly Fee Due to Absence.** If you are absent from the Community for more than seven (7) consecutive days, you will be eligible for a Monthly Fee credit equivalent to the costs of meals paid for and not consumed. You are required to notify us in advance of your absence in order to qualify for the Monthly Fee credit.

**2.8 Reserve Funds.** The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the financial security of the Community.

**2.9 Late Payment Charge.** We may charge a one percent (1%) late payment charge per month on any Monthly Fees or extra charges that have not been paid within thirty (30) days of receipt of a monthly statement from us.

### **3. DESCRIPTION OF PRIMARY AND SUPPLEMENTAL SERVICES.**

**3.1 Services Provided for the Monthly Fee.** We will provide you, in consideration for the Monthly Fee referred to above, the following services and amenities at the Community:

- As of the date you executed this Agreement the monthly Dining Allocation is \$\_\_\_\_\_ per month. Each Resident will receive the monthly Dining Allocation as part of the Monthly Fee and Second Person Monthly Fee, to be applied toward dining charges in the main dining room, other designated dining areas, or for other food and beverage services. This Dining Allocation may be expended by you, or with your permission, your guests. Each month, you will be charged for any dining charges in excess of your Dining Allocation. Any unused Dining Allocation at the end of a month can be carried over up to thirty (30) days, but will expire after such thirty (30) days. Your monthly Dining Allocation will be adjusted annually to reflect changes in food service expenses;
- Water, sewer, air conditioning, heating, electricity, trash removal, and municipal services. The Resident is responsible for the charges related to telephone, and cable or satellite television reception;
- Access to one unassigned parking stall (other spaces, if available, may be provided for an additional fee);
- Building and grounds maintenance;
- Weekly housekeeping service;
- Availability of laundry facilities so that you may wash and dry personal laundry;
- Planned activities -- social, educational, cultural, recreational, and spiritual -- for those who wish to participate;
- Services of an activities director;
- Use of the Community's common areas and amenities during scheduled hours – central dining room, chapel, library, mail boxes, lounges, arts and crafts room, exercise areas, community garden, dog park, fellowship hall, and woodworking shop;
- Carpeting (except in the kitchen and bath where there is other floor covering);
- A kitchen, including refrigerator with icemaker, range/oven, garbage disposal, dishwasher, and microwave;
- Local transportation scheduled by us;
- Twenty-four (24) hour emergency call monitoring in your Residence by nursing staff;
- Guest parking areas;
- Fire detection system;
- Security for buildings and grounds;
- Health Center Level Services, for thirty (30) free annual days of care (see Section 5 for additional details).

**3.2 Supplemental Services Provided for an Extra Charge.** Supplemental services, when available, will be provided at extra charge and are described below:

- Additional meals in the dining room over those provided in consideration for the Monthly Fee;
- Guest accommodations, if available;
- Certain other supplies and services such as medicine, drugs, prescribed therapy, Health Center Medical Director, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;
- Other optional services related or unrelated to care in the Health Center as approved by us;
- Personal laundry service;
- Guest meals;
- Additional housekeeping services;
- Special events transportation;
- Extended dietician services when ordered by your attending physician or dietician services not ordered by your attending physician;
- Tray service to your Residence when ordered by your attending physician, the Health Center Medical Director, the Health Center director of nursing, assistance-in-living director or resident services director;
- Health Center Level Services beyond the thirty (30) free annual days of care.

#### **4. TERMS OF RESIDENCY.**

**4.1 Use of the Residence.** The Residence is for living only and will not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and grants you only a lifetime use of the Residence and other facilities of the Community and to available services, subject to the terms and conditions of this Agreement.

**4.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (or either of you in the case of Joint Residents) live unless you (both of you in the case of Joint Residents) are not capable of occupancy as set forth in our Residency Policy, or this Agreement is canceled by you or by us. A copy of our current Residency Policy, outlining the age, health and financial requirements for residency, is available for review in the Community Marketing Office. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living, skilled nursing care, or specialized care for dementia or related disorders be given, you will be requested to relocate to the Community Health Center where we are licensed to provide such care.

**4.3 Occupants of the Residence.** Except as hereinafter provided, no person other than you (both of you in the case of Joint Residents) may occupy the Residence. In the event that a second person who is not a party to this Agreement is accepted for residency in the Residence at a time subsequent to the date hereof (said acceptance to be in accordance with our current Residency Policy), an Entrance Fee in an amount to be determined by us (which will be no more than one-half of the then-current Entrance Fee for the Residence) shall be paid upon residency, and each month thereafter, the then-current Second Person Monthly Fee shall be paid as part of the Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be

permitted to occupy the Residence for more than thirty (30) days, except with our express written approval.

If the Resident marries a person who is also a resident of the Community, and should they decide to occupy one residence as Joint Residents, they must declare which residence will be occupied and which residence will be surrendered. The repayment due for the surrendered residence, if any, will be provided pursuant to the Entrance Fee repayment terms in the residency agreement of the surrendered residence.

**4.4 Guests.** Guests are welcome to stay in your Residence for short stays not to exceed ten (10) consecutive days. Such stay shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

**4.5 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from such liability.

**4.6 Insurance.** You are required at your own expense to carry personal property insurance and liability insurance. If requested by us, you agree to provide us with proof of such insurance coverage.

**4.7 Removal and Storage of Resident's Personal Property.** Your personal property must be removed from the Residence within thirty (30) days following any of the following dates: (i) the date of your death (if Joint Residents, the date of death of the surviving Resident), (ii) the date notice of cancellation is delivered by you or us pursuant to Section 8 or 9, or (iii) the date notice is delivered to you of your permanent assignment or transfer to the Community Health Center or a Comparable Facility for Health Center Level Services (see definitions in Sections 5.1 and 5.2). If your personal property has not been removed from the Residence within such thirty (30) day period, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during which such personal property remains in the Residence or remove and store such personal property at the expense and risk of you or your estate. In the event of your death, while you are a resident of the Community under this Agreement, only the executor(s) named in your Will will be allowed to remove or dispose of your furnishings and belongings in your living accommodation and any related storage areas at the Community. Members of your family or those to whom you have granted Power of Attorney will not be allowed access to your personal property after your death, unless they are the executor(s) named in your Will.

**4.8 Furnishings.** Furnishings within the Residence provided by you shall not be such as to interfere with the health, safety or general welfare of you, other residents, or others.

**4.9 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health and safety or the health and safety of other residents. If relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence within the Community, or to the Community Health Center or a Comparable Facility (as defined in Section 5.2) for the protection of your health or safety or for the health or safety of the other residents of the Community.

**4.10 Alterations by You.** You may not undertake any alterations to your Residence without our prior written approval, as set forth in a separate addendum to this Agreement.

**4.11 Condition of Residence.** Upon vacating the Residence, you agree to leave it in good condition, except for normal wear and tear. You shall be liable to us for any charges incurred to restore your Residence to good condition, normal wear and tear excepted.

**4.12 Rights of Second Single Resident.** When two Joint Residents reside in a single Residence under this Agreement, upon the death or permanent assignment of one Resident to the Community Health Center Level Services, or other inability to continue residing in the Residence, the remaining Resident may continue to reside in the Residence under the terms of this Agreement and shall pay the Monthly Fee.

## **5. THE COMMUNITY HEALTH CENTER.**

**5.1 Description.** The Community Health Center is the portion of the Community which is licensed to provide assisted living, skilled nursing care, and specialized care for dementia or related disorders (collectively "Health Center Level Services"). The Community Health Center is staffed by licensed nursing personnel 24 hours a day.

**5.2 Alternate Accommodations.** You will be given priority over non-residents for admission to the Community Health Center. In the event the Community Health Center is fully occupied when you are determined appropriate for admission, you agree to relocate to an alternate health care facility that provides services similar to the Community Health Center (a "Comparable Facility"). Upon your relocation to a Comparable Facility, you shall continue to be responsible for the Monthly Fee (unless your Residence is surrendered). We will not be responsible for the charges associated with the Comparable Facility.

**5.3 Thirty (30) Annual Days of Nursing Care in the Community Health Center.** You are eligible to receive thirty (30) annual days of nursing care (non-cumulative) in the Community Health Center (while you are a resident of your Residence), without paying the Health Center per diem charge. In the case of Joint Residents, each of you will receive thirty (30) annual days, but the days cannot be combined and used by only one of you, and unused days cannot be carried over to subsequent years. You are required to pay any charges for physician services and any additional health services as outlined in Section 5.10. Once you are permanently assigned to the Health Center, you no longer qualify for the thirty (30) annual days.

**5.4 Transfer to Health Center Level Services.** In the event your physical or mental health is determined by us to be appropriate for Health Center Level Services, you agree to relocate to the Community Health Center or a Comparable Facility. Such a determination will be made by us after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.5 Temporary Assignment to the Community Health Center.** In the event you require temporary care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. In addition, you will continue to pay the Monthly Fee for your Residence.

**5.6 Permanent Assignment to Health Center Level Services.** In the event you require permanent care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. If you are determined appropriate for Health Center Level Services, and are admitted or relocated to the Community Health Center or a Comparable Facility, you will be required to surrender the Residence to us. We shall have the right to reassign the Residence for occupancy by others except as provided in Section 4.12. Release of the Residence due to your permanent assignment to the Community Health Center or to a Comparable Facility does not qualify you for reimbursement of the Entrance Fee, unless this Agreement is canceled.

Once the Residence is surrendered, you will no longer be obligated to pay the Monthly Fee for the Residence.

**5.7 Relocation within the Community Health Center.** We reserve the right to relocate you to a different level of care within the Community Health Center if you require such care. Such relocation will be made after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.8 Return to Residence.** If we subsequently determine, in consultation with your attending physician, your personal representative and you to the extent possible, that you can resume occupancy in a residence equivalent to the residence you previously occupied, you shall have the right to relocate to such equivalent residence as soon as one is available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the residence.

**5.9 Medical Director, Attending Physician, and Additional Health Services.** We have designated a licensed physician to serve as Medical Director of the Community Health Center. You are required to have a local attending physician. You may engage the services of the Medical Director at your expense. We will not be responsible for the charges for medical treatment or services by the Medical Director or your attending physician, nor will we be responsible for the charges for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.

**5.10 Advanced Charges for Medical Treatment.** In the event we incur or advance payment for your medical treatment or for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment (even in the event such medical care is given at the direction of your attending physician or the Medical Director without your prior approval), you shall promptly reimburse us for such payments. Upon

cancellation of this Agreement for any reason, any amounts due to us under this Section 5.11 shall be offset against any repayment of the Entrance Fee.

**5.11 Medicare and Health Insurance.** When age eligible, you are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility. You shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in the Community Health Center or a Comparable Facility. If you are eligible to receive the thirty (30) annual days of care in the Community Health Center as provided in Section 5.4 and your stay in the Community Health Center is a Medicare-qualified stay, such thirty (30) annual days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage.

If you are not eligible for Medicare, you shall maintain health insurance coverage acceptable to us and shall furnish us with evidence of such coverage upon our request. Should your health insurance not fully cover your stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each admission and stay in the Community Health Center or a Comparable Facility.

If failure to maintain Medicare Part A, Medicare Part B, supplemental health insurance or other health insurance coverage causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Section 7.1, and we retain the right to revoke your right to reside at the Community and cancel the Residency Agreement as provided in Section 9.

**5.12 Managed Care.** If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms of this Agreement governing nursing care will include the following provisions:

**5.12.1 Participating Provider.** If the Community Health Center is a participating provider with your managed care program and your stay is a Medicare-qualified stay, the Community agrees to be reimbursed at the rate negotiated with your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.2 Not a Participating Provider.** If the Community Health Center is not an approved participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for health care

services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence, unless your Residence has been surrendered to us. Such a stay at a managed care participating provider other than the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.3 Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will use our best effort to negotiate a reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.4 No Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in the Community Health Center during a Medicare-qualified stay, then each day of your stay in the Community Health Center will reduce by one day the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4. During any such Medicare-qualified stay in the Community Health Center, you agree that you will continue to pay the Monthly Fee, unless your Residence has been surrendered to us, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any such Medicare-qualified stay in the Community Health Center you are no longer eligible to receive any of the days of care provided for in Section 5.4, then you agree to pay the per diem rate for your care in the Community Health Center, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment, and the Monthly Fee for your Residence, unless your Residence has been surrendered to us.

**5.12.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be entitled to health care in the Community Health Center in accordance with the terms of this Agreement other than as provided in this Section 5.13, as adjusted to reflect any reduction during such stay in the number of days of care that you are eligible to receive without extra charge as provided in Section 5.4.

**5.13 Transfer to Hospital or Other Care Facility.** If we determine after consultation with your attending physician, your personal representative and you to the extent possible, that you need care beyond that which the Community Health Center is licensed to provide, you will be transferred to a hospital or other care facility. We shall not be responsible for any charges associated with the transfer and health care expenses or charges incurred by you after such a transfer. You shall continue to pay the Monthly Fee until your Residence is surrendered.

**5.14 Community Health Center Admission Agreement.** If you require care in the Community Health Center, you agree to enter into a separate Community Health Center Admission Agreement to be signed by you and us.

**5.15 Under Age 60.** If you are under the age of 60 when you occupy your Residence under this Agreement, you are not eligible to receive thirty (30) annual days of nursing care in the Community Health Center as described in Section 5.4 until you attain the age of 60. During this time, you will be entitled to Health Center Level Services at the then-current rate being charged to non-residents until age 60.

## **6. REPRESENTATIONS.**

**6.1 Our Representations.** We represent and warrant that we are a nonprofit corporation and that we do not propose to operate at a profit. We are exempt from payment of Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. We are affiliated with The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina. The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina are not responsible for our financial or contractual obligations.

**6.2 Your Representations.** You represent and warrant that the representations made in the application for residency, your personal health history, and the confidential financial statement are true and correct and may be relied upon by us as a basis for your acceptance for residency at the Community. You also represent and warrant that you have not made any gift of your property in contemplation of the execution of this Agreement.

## **7. PROMISES.**

**7.1 Our Promises.** It is and shall be our declared policy to operate as a non-profit organization. We will not cancel this Agreement without just cause as specified in Section 9. Further, we shall not cancel this Agreement solely by reason of your financial inability to pay the full Monthly Fee or the per diem charge for care in the Community Health Center. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. You shall be permitted to remain at the Community for a reduced fee based on your ability to pay for as long as you establish facts to justify deferment of such charges and when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis for the benefit of the residents.

**7.2 Your Promises.** You agree to comply with all policies and procedures of the Community as now existing or as hereafter amended; to pay the Entrance Fee, Monthly Fee, and any other charges as provided in this Agreement; to not impair your ability to meet the financial obligations under this Agreement by transferring assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance, without our consent, and to abide by all other terms of this Agreement.

## **8. CANCELLATION BY RESIDENT.**

**8.1 Right of Rescission.** Within thirty (30) days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the thirty (30) day rescission period. Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.2.

**8.2 Cancellation Prior to Occupancy.** You may cancel this Agreement for any reason at any time before you move into the Community by giving us written notice signed by you (both of you in the case of Joint Residents). Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.3 or 10.4. If you die prior to occupying the Residence or if, on account of illness, injury or incapacity, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel. Repayment of the Entrance Fee shall be as outlined in Section 10.3.

**8.3 Cancellation After Occupancy.** You may cancel this Agreement for any reason after moving into the Community by giving us thirty (30) days' prior written notice of cancellation, which shall be effective and irrevocable upon delivery. Cancellation shall occur thirty (30) days after written notice is delivered, and you must vacate the Residence within the thirty (30) days. You are obligated to pay the Monthly Fee during the thirty (30) days. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

**8.4 Cancellation Due to Death After Occupancy.** This Agreement will automatically cancel upon your death (the death of the surviving Resident in the case of Joint Residents). After such automatic cancellation, your personal representative will have thirty (30) days from the date of your death to remove your personal property from the Residence. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

## **9. CANCELLATION BY US.**

**9.1 Cancellation Upon Notice.** We may, upon notice and opportunity to cure as hereinafter provided, cancel this Agreement for just cause. Just cause shall include the occurrence of any of the following events (hereinafter referred to as a "Default"):

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**9.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency process.

**9.1.3 Nonpayment.** You fail to pay any charges to us, subject to the provisions of Section 7.1, within sixty (60) days of the date when such charges are due.

**9.1.4 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or behavior that would result in physical damage to the property of others.

**9.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in the Community Health Center within the limits of our license.

**9.2 Default Notice.** Prior to cancellation for any Default described in Section 9.1.1, 9.1.2 or 9.1.3 above, we shall give you notice in writing of such Default, and you shall have at least thirty (30) days thereafter within which to correct such Default. No Default shall eliminate your obligation to pay the Monthly Fee until cancellation. If you correct such Default within such time, this Agreement shall not be canceled. If you fail to correct such Default within such time, this Agreement shall cancel at the expiration of such thirty (30) days.

In the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5 above, if we or the Medical Director determines that either the giving of notice of Default or the lapse of time as above provided might be detrimental to you or others, then such notice and/or waiting period prior to cancellation shall not be required. Also, in the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5, we are expressly authorized by you to transfer you to an appropriate hospital or other facility, and we will promptly notify your personal representative or attending physician.

## **10. REPAYMENT OF ENTRANCE FEE.**

**10.1 Nonacceptance by Us.** If we do not accept you for residency at the Community, the full amount of the Entrance Fee you have paid will be promptly repaid to you, with interest.

**10.2 Right of Rescission.** If you rescind this Agreement as provided in Section 8.1, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days of our receipt of the written notice of rescission.

**10.3 Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity, or Change in Financial Condition.** If, prior to occupancy, you die or you cancel this Agreement because of illness, injury, incapacity, or change in your financial condition, you or your estate will receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.4 Cancellation Prior to Occupancy for Other Reasons.** If you cancel this Agreement for reasons other than those stated in Section 10.3 above, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this

Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.5 Cancellation After Occupancy.** In the event you or we cancel this Agreement after occupancy or in the event of your death (the death of the survivor in the case of Joint Residents), you or your estate will be reimbursed ninety-six percent (96%) of the total Entrance Fee paid upon residency, less an amount equal to two percent (2%) for each month of residency for up to three (3) months. Subject to our offset rights outlined in Section 10.6, the repayment of the Entrance Fee will not be less than ninety percent (90%). Such repayment will be paid, without interest, within sixty (60) days after your Residence has been reserved by a new resident and our receipt of the full amount of the Entrance Fee paid by such new resident. In the event your Residence is not reserved by a new resident, such repayment will be paid, without interest, within twenty-four (24) months from the date cancellation of your Residency Agreement becomes effective.

**10.6 Offset Against Entrance Fee Repayment.** In the event of cancellation of this Agreement after occupancy as described in Section 10.5 above, we will offset against any Entrance Fee repayment due to you the following:

**10.6.1** The amount of any Monthly Fees or other charges deferred by us on your behalf under Section 7.1; and

**10.6.2** Any health care expenses incurred on your behalf and other amounts payable to us, which remain unreimbursed; and

**10.6.3** Any charges incurred to restore the Residence to good condition, normal wear and tear excepted, as outlined in Section 4.11; and

**10.6.4** Any charges incurred as a result of non-standard features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

## **11. MISCELLANEOUS.**

**11.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 10; (ii) this Agreement and your contractual right to occupy the Community will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you a revocable right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

**11.2 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

**11.3 Amendment.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

**11.4 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable laws or regulations. Further, we may change any part of the Community, including the Residence, to meet the requirements of any applicable law or regulation.

**11.5 Entire Agreement.** This Agreement and any addenda or amendments thereto contain our entire understanding with respect to your residency at the Community.

**11.6 Monthly Statement.** You shall receive a monthly statement from us showing the total amount of fees and other charges owed by you, which shall be paid by the tenth (10<sup>th</sup>) day of each month.

**11.7 Responsible Party for Business and Financial Decision Making.** Within sixty (60) days after assuming residency at the Community, you agree to execute and deliver to us a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**11.8 Disposition of Furniture, Possessions, and Property.** Within sixty (60) days after the date of residency, you agree to make provision by will or otherwise for the disposition of all of your furniture, property, and possessions located on the premises of the Community.

**11.9 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**11.10 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of the Community at 700 South Holden Road; Greensboro, North Carolina 27407. Such notices shall be dated and signed.

Any notice required to be given to you shall be delivered to you at the Community or at such other place as you shall designate to us in writing. All notices mailed in accordance with this Section shall be deemed to be given when mailed whether or not they are actually received.

**11.11 Indemnity.** We will not be liable for and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

**11.12 Separability.** The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**11.13 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**11.14 Capacity.** This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent or employee of ours shall have any personal liability hereunder to you under any circumstances. This Agreement will become effective upon acceptance and signature by us.

**11.15 Resident.** In the case of Joint Residents, the rights and obligations of each are joint and several except as the context of this Agreement otherwise requires.

**11.16 Reimbursement for Loss or Damage.** You or your responsible party, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional, careless, or negligent acts or omissions or that of your guests.

**11.17 Reimbursement of Charges.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

**11.18 Transfers.** We may sell or transfer our interest in the Community provided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

**11.19 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers, and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our policy. If you fail to follow or enforce the policies and rules set forth therein, then we may elect, at our sole option, to cancel this Agreement.

**11.20 Tax Considerations.** You should consult with your tax advisor regarding the tax considerations associated with this Agreement.

**11.21 Management.** We have engaged the services of Life Care Services LLC to manage the Community. We are not affiliated with Life Care Services nor is Life Care Services responsible for our contractual or financial obligations or the contractual or financial obligations of the Community.

**11.22 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina.

**11.23 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.11, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**11.24 Force Majeure.** The Community shall not be liable to the Resident for any default, breach, or damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason or the occurrence of a Force Majeure Event. A “Force Majeure Event” is defined as the occurrence of an event which materially interferes with the ability of the Community to perform its obligations or duties hereunder which is not within the reasonable control of the Community, and which could not with the exercise of diligent efforts have been avoided, including, but not limited to, war, rebellion, natural disasters (including floods, earthquake, fire, hurricanes, windstorms, tornadoes), accident, strike, riot, civil commotion, act of God, pandemic, epidemic, or other public health crisis, including quarantine or other employee restrictions, acts of authority or change in law. The Community shall promptly notify Resident of the occurrence and particulars of such Force Majeure Event and shall provide Resident, from time to time, with its best estimate of the duration of such Force Majeure Event and with notice of the termination thereof. The Community shall use diligent efforts to avoid or remove such causes of non-performance as soon as is reasonably practicable.

**11.25 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

## **12. ARBITRATION.**

**12.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**12.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any kind (except for those disputes, claims or controversies arising under Paragraph 12.1 above) between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in Guilford County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**12.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us.

**12.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

Approved this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**RESIDENT**

**THE MASONIC AND EASTERN STAR  
HOME OF NORTH CAROLINA, INC.  
d/b/a WhiteStone: A Masonic & Eastern  
Star Community**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Witness

Attachment: Exhibit A



90% Return of Capital Residency Agreement (2022-  
05-31).docx

**Exhibit A**

<b>Non-Standard Features Added at Resident's Request:</b>	<b>Amount</b>
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total of Non-Standard Features</b>	<b>\$</b>

**Initials** \_\_\_\_\_  
**Community**

\_\_\_\_\_  
**Resident(s)**

# **EXHIBIT 8**

## **Traditional Residency Agreement**



**700 South Holden Road  
Greensboro, North Carolina 27407  
(336) 299-0031**

# **Traditional Residency Agreement**

05/31/2022

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Exhibit A – Non-Standard Features Added at Resident's Request

**WHITESTONE: A MASONIC & EASTERN STAR COMMUNITY  
TRADITIONAL  
RESIDENCY AGREEMENT**

**RECITALS:**

**A. Provider.** The Masonic and Eastern Star Home of North Carolina, Inc., a non-profit corporation (hereafter "we" or "us" or "our"), is the provider of a continuing care retirement community known as WhiteStone: A Masonic & Eastern Star Community (the "Community") located in Greensboro, North Carolina.

**B. Resident.** \_\_\_\_\_ ("Resident" or "you" or "your", or when two people ("Joint Residents") are named in this Agreement, each of them and the survivor of them, except as otherwise indicated) wishes to live at the Community and to enjoy, consistent with the rights, welfare and contentment of the other residents, the facilities and services provided by the Community.

**C. Requirements for Residency.** Except as waived by us after full disclosure, we require that Resident be at least sixty (60) years of age or applying for the same Residence with a Joint Resident who is sixty (60) or older, be capable of meeting the requirements of occupancy with or without reasonable accommodation and/or reasonable modification, and have sufficient assets and income, all as are specified in our Residency Policy.

**NOW, THEREFORE,** this Agreement is made and entered into between us and Resident as a commitment by Resident and us to the terms and conditions hereinafter set forth.

**1. THE RESIDENCE.** We agree to make available to you, for as long as you live and subject to the terms of this Agreement, a room, studio, apartment or cottage at the Community described as follows: \_\_\_\_\_, \_\_\_\_\_ no. \_\_\_\_\_ (hereafter "Residence"), and to provide, for your lifetime, the services and amenities described in Section 3.1 below. You may select certain options and custom features in the Residence at an extra charge, which shall not be subject to any repayment provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Community prior to adding them to the Residence. The Executive Director of the Community has consented to your request to add the non-standard features set forth on Exhibit A to the Residence, and you agree to pay the amount(s) set forth on Exhibit A to cover the additional charges for these features.

**2. CHARGES FOR RESIDENCE AND PRIMARY SERVICES.**

**2.1 Application Fee.** Prior to or upon execution of this Agreement, you will pay to us an Application Fee of \$\_\_\_\_\_. The Application Fee will be used by us to process your application for residency and is non-refundable.

**2.2 Entrance Fee.** In order to reside at the Community for life, subject to this Agreement, and to receive the services described below, you agree to pay to us (in addition to the Monthly Fee described below) an Entrance Fee in the amount of \$\_\_\_\_\_. The total amount of the Entrance Fee shall be payable as follows:

**2.2.1** Ten percent (10%) of the total Entrance Fee or \$\_\_\_\_\_ is due and payable upon your execution of this Agreement.

**2.2.2** The balance of \$\_\_\_\_\_ of the Entrance Fee shall be paid on the date of occupancy at the Community but in no event later than ninety (90) days after your execution of this Agreement.

**2.3 Monthly Fee.** You are obligated to begin paying a Monthly Fee (or a pro rata portion thereof) on the date you assume occupancy at the Community or within ninety (90) days from the date this Agreement is executed by you, whichever is earlier. Thereafter, the Monthly Fee shall be paid by the tenth (10<sup>th</sup>) day of each month during the term of this Agreement. The Monthly Fee is initially set at a specific amount that can be increased as described in Section 2.6 below. A "Second Person Monthly Fee" shall become part of the Monthly Fee and shall be paid if two persons are Joint Residents under this Agreement. If there are Joint Residents under this Agreement and one Joint Resident dies, the Second Person Monthly Fee shall cease and the remaining Resident shall continue to pay the Monthly Fee without the Second Person Monthly Fee component.

**2.4 Initial Monthly Fee.** The initial Monthly Fee payable by you is \$\_\_\_\_\_ per month and an additional \$\_\_\_\_\_ per month as a Second Person Monthly Fee component of the Monthly Fee if two persons reside as Joint Residents pursuant to this Agreement.

**2.5 Continuance of Monthly Fee.** The Monthly Fee will continue until (i) your death (in the case of Joint Residents, the death of the surviving Resident), or (ii) surrender of your Residence due to your permanent assignment to Health Center Level Services (as defined in Section 5.1), or (iii) the cancellation of this Agreement as outlined in Sections 8 and 9. If this Agreement is canceled on a date other than the last day of the month, the amount of the Monthly Fee shall be prorated to the date of cancellation. If you have paid more than the prorated Monthly Fee, we will repay the excess amount to you within thirty (30) days after the date of cancellation.

**2.6 Increase in Monthly Fee.** The Monthly Fee is paid to us to provide the services and amenities described in this Agreement, and is intended to meet the expenses associated with the operation of the Community. We may increase the Monthly Fee (which includes the Second Person Monthly Fee where applicable) upon thirty (30) days' written notice if we, in our sole discretion, deem it necessary to meet the financial needs of the Community or to provide services to the Residents.

**2.7 Reduction in Monthly Fee Due to Absence.** If you are absent from the Community for more than seven (7) consecutive days, you will be eligible for a Monthly Fee credit equivalent to the costs of meals paid for and not consumed. You are required to notify us in advance of your absence in order to qualify for the Monthly Fee credit.

**2.8 Reserve Funds.** The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the financial security of the Community.

**2.9 Late Payment Charge.** We may charge a one percent (1%) late payment charge per month on any Monthly Fees or extra charges that have not been paid within thirty (30) days of receipt of a monthly statement from us.

### **3. DESCRIPTION OF PRIMARY AND SUPPLEMENTAL SERVICES.**

**3.1 Services Provided for the Monthly Fee.** We will provide you, in consideration for the Monthly Fee referred to above, the following services and amenities at the Community:

- As of the date you executed this Agreement the monthly Dining Allocation is \$ \_\_\_\_\_ per month. Each Resident will receive the monthly Dining Allocation as part of the Monthly Fee and Second Person Monthly Fee, to be applied toward dining charges in the main dining room, other designated dining areas, or for other food and beverage services. This Dining Allocation may be expended by you, or with your permission, your guests. Each month, you will be charged for any dining charges in excess of your Dining Allocation. Any unused Dining Allocation at the end of a month can be carried over up to thirty (30) days, but will expire after such thirty (30) days. Your monthly Dining Allocation will be adjusted annually to reflect changes in food service expenses;
- Water, sewer, air conditioning, heating, electricity, trash removal, and municipal services. The Resident is responsible for the charges related to telephone, and cable or satellite television reception;
- Access to one unassigned parking stall (other spaces, if available, may be provided for an additional fee);
- Building and grounds maintenance;
- Weekly housekeeping service;
- Availability of laundry facilities so that you may wash and dry personal laundry;
- Planned activities -- social, educational, cultural, recreational, and spiritual -- for those who wish to participate;
- Services of an activities director;
- Use of the Community's common areas and amenities during scheduled hours – central dining room, chapel, library, mail boxes, lounges, arts and crafts room, exercise areas, community garden, dog park, fellowship hall, and woodworking shop;
- Carpeting (except in the kitchen and bath where there is other floor covering);
- A kitchen, including refrigerator with icemaker, range/oven, garbage disposal, dishwasher, and microwave;
- Local transportation scheduled by us;
- Twenty-four (24) hour emergency call monitoring in your Residence by nursing staff;
- Guest parking areas;
- Fire detection system;
- Security for buildings and grounds;

- Health Center Level Services, for thirty (30) free annual days of care (see Section 5 for additional details).

**3.2 Supplemental Services Provided for an Extra Charge.** Supplemental services, when available, will be provided at extra charge and are described below:

- Additional meals in the dining room over those provided in consideration for the Monthly Fee;
- Guest accommodations, if available;
- Certain other supplies and services such as medicine, drugs, prescribed therapy, Health Center Medical Director, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;
- Other optional services related or unrelated to care in the Health Center as approved by us;
- Personal laundry service;
- Guest meals;
- Additional housekeeping services;
- Special events transportation;
- Extended dietician services when ordered by your attending physician or dietician services not ordered by your attending physician;
- Tray service to your Residence when ordered by your attending physician, the Health Center Medical Director, the Health Center director of nursing, assistance-in-living director or resident services director;
- Health Center Level Services beyond the thirty (30) free annual days of care.

#### **4. TERMS OF RESIDENCY.**

**4.1 Use of the Residence.** The Residence is for living only and will not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and grants you only a lifetime use of the Residence and other facilities of the Community and to available services, subject to the terms and conditions of this Agreement.

**4.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (or either of you in the case of Joint Residents) live unless you (both of you in the case of Joint Residents) are not capable of occupancy as set forth in our Residency Policy, or this Agreement is canceled by you or by us. A copy of our current Residency Policy, outlining the age, health and financial requirements for residency, is available for review in the Community Marketing Office. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living, skilled nursing care, or specialized care for dementia or related disorders be given, you will be requested to relocate to the Community Health Center where we are licensed to provide such care.

**4.3 Occupants of the Residence.** Except as hereinafter provided, no person other than you (both of you in the case of Joint Residents) may occupy the Residence. In the event that a second person who is not a party to this Agreement is accepted for residency in the Residence at a time subsequent to the date hereof (said acceptance to be in accordance with our current Residency Policy), an Entrance Fee in an amount to be determined by us (which will be no more than one-half of the then-current Entrance Fee for the Residence) shall be paid upon residency, and each month

thereafter, the then-current Second Person Monthly Fee shall be paid as part of the Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than thirty (30) days, except with our express written approval.

If the Resident marries a person who is also a resident of the Community, and should they decide to occupy one residence as Joint Residents, they must declare which residence will be occupied and which residence will be surrendered. The repayment due for the surrendered residence, if any, will be provided pursuant to the Entrance Fee repayment terms in the residency agreement of the surrendered residence.

**4.4 Guests.** Guests are welcome to stay in your Residence for short stays not to exceed ten (10) consecutive days. Such stay shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

**4.5 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from such liability.

**4.6 Insurance.** You are required at your own expense to carry personal property insurance and liability insurance. If requested by us, you agree to provide us with proof of such insurance coverage.

**4.7 Removal and Storage of Resident's Personal Property.** Your personal property must be removed from the Residence within thirty (30) days following any of the following dates: (i) the date of your death (if Joint Residents, the date of death of the surviving Resident), (ii) the date notice of cancellation is delivered by you or us pursuant to Section 8 or 9, or (iii) the date notice is delivered to you of your permanent assignment or transfer to the Community Health Center or a Comparable Facility for Health Center Level Services (see definitions in Sections 5.1 and 5.2). If your personal property has not been removed from the Residence within such thirty (30) day period, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during which such personal property remains in the Residence or remove and store such personal property at the expense and risk of you or your estate. In the event of your death, while you are a resident of the Community under this Agreement, only the executor(s) named in your Will will be allowed to remove or dispose of your furnishings and belongings in your living accommodation and any related storage areas at the Community. Members of your family or those to whom you have granted Power of Attorney will not be allowed access to your personal property after your death, unless they are the executor(s) named in your Will.

**4.8 Furnishings.** Furnishings within the Residence provided by you shall not be such as to interfere with the health, safety or general welfare of you, other residents, or others.

**4.9 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health and safety or the health and safety of other residents. If relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence within the Community, or to the Community

Health Center or a Comparable Facility (as defined in Section 5.2) for the protection of your health or safety or for the health or safety of the other residents of the Community.

**4.10 Alterations by You.** You may not undertake any alterations to your Residence without our prior written approval, as set forth in a separate addendum to this Agreement.

**4.11 Condition of Residence.** Upon vacating the Residence, you agree to leave it in good condition, except for normal wear and tear. You shall be liable to us for any charges incurred to restore your Residence to good condition, normal wear and tear excepted.

**4.12 Rights of Second Single Resident.** When two Joint Residents reside in a single Residence under this Agreement, upon the death or permanent assignment of one Resident to the Community Health Center Level Services, or other inability to continue residing in the Residence, the remaining Resident may continue to reside in the Residence under the terms of this Agreement and shall pay the Monthly Fee.

## **5. THE COMMUNITY HEALTH CENTER.**

**5.1 Description.** The Community Health Center is the portion of the Community which is licensed to provide assisted living, skilled nursing care, and specialized care for dementia or related disorders (collectively "Health Center Level Services"). The Community Health Center is staffed by licensed nursing personnel 24 hours a day.

**5.2 Alternate Accommodations.** You will be given priority over non-residents for admission to the Community Health Center. In the event the Community Health Center is fully occupied when you are determined appropriate for admission, you agree to relocate to an alternate health care facility that provides services similar to the Community Health Center (a "Comparable Facility"). Upon your relocation to a Comparable Facility, you shall continue to be responsible for the Monthly Fee (unless your Residence is surrendered). We will not be responsible for the charges associated with the Comparable Facility.

**5.3 Thirty (30) Annual Days of Nursing Care in the Community Health Center.** You are eligible to receive thirty (30) annual days of nursing care (non-cumulative) in the Community Health Center (while you are a resident of your Residence), without paying the Health Center per diem charge. In the case of Joint Residents, each of you will receive thirty (30) annual days, but the days cannot be combined and used by only one of you, and unused days cannot be carried over to subsequent years. You are required to pay any charges for physician services and any additional health services as outlined in Section 5.10. Once you are permanently assigned to the Health Center, you no longer qualify for the thirty (30) annual days.

**5.4 Transfer to Health Center Level Services.** In the event your physical or mental health is determined by us to be appropriate for Health Center Level Services, you agree to relocate to the Community Health Center or a Comparable Facility. Such a determination will be made by us after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.5 Temporary Assignment to the Community Health Center.** In the event you require temporary care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. In addition, you will continue to pay the Monthly Fee for your Residence.

**5.6 Permanent Assignment to Health Center Level Services.** In the event you require permanent care in the Community Health Center beyond the thirty (30) annual days of care as outlined in Section 5.4, you will pay the per diem charge applicable to the level of care needed by you, as well as the charges for physician services and any additional health services as outlined in Section 5.10. If you are determined appropriate for Health Center Level Services, and are admitted or relocated to the Community Health Center or a Comparable Facility, you will be required to surrender the Residence to us. We shall have the right to reassign the Residence for occupancy by others except as provided in Section 4.12. Release of the Residence due to your permanent assignment to the Community Health Center or to a Comparable Facility does not qualify you for reimbursement of the Entrance Fee, unless this Agreement is canceled.

Once the Residence is surrendered, you will no longer be obligated to pay the Monthly Fee for the Residence.

**5.7 Relocation within the Community Health Center.** We reserve the right to relocate you to a different level of care within the Community Health Center if you require such care. Such relocation will be made after a review by the Director of Nursing, the Medical Director and the Executive Director in consultation with your attending physician, your personal representative, and you to the extent possible.

**5.8 Return to Residence.** If we subsequently determine, in consultation with your attending physician, your personal representative and you to the extent possible, that you can resume occupancy in a residence equivalent to the residence you previously occupied, you shall have the right to relocate to such equivalent residence as soon as one is available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the residence.

**5.9 Medical Director, Attending Physician, and Additional Health Services.** We have designated a licensed physician to serve as Medical Director of the Community Health Center. You are required to have a local attending physician. You may engage the services of the Medical Director at your expense. We will not be responsible for the charges for medical treatment or services by the Medical Director or your attending physician, nor will we be responsible for the charges for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment.

**5.10 Advanced Charges for Medical Treatment.** In the event we incur or advance payment for your medical treatment or for medication, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment (even in the event such medical care is given at the direction of your attending physician or the Medical Director without your prior approval), you shall promptly reimburse us for such payments. Upon

cancellation of this Agreement for any reason, any amounts due to us under this Section 5.11 shall be offset against any repayment of the Entrance Fee.

**5.11 Medicare and Health Insurance.** When age eligible, you are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility. You shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified admission and stay in the Community Health Center or a Comparable Facility. If you are eligible to receive the thirty (30) annual days of care in the Community Health Center as provided in Section 5.4 and your stay in the Community Health Center is a Medicare-qualified stay, such thirty (30) annual days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage.

If you are not eligible for Medicare, you shall maintain health insurance coverage acceptable to us and shall furnish us with evidence of such coverage upon our request. Should your health insurance not fully cover your stay in the Community Health Center or a Comparable Facility, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each admission and stay in the Community Health Center or a Comparable Facility.

If failure to maintain Medicare Part A, Medicare Part B, supplemental health insurance or other health insurance coverage causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Section 7.1, and we retain the right to revoke your right to reside at the Community and cancel the Residency Agreement as provided in Section 9.

**5.12 Managed Care.** If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms of this Agreement governing nursing care will include the following provisions:

**5.12.1 Participating Provider.** If the Community Health Center is a participating provider with your managed care program and your stay is a Medicare-qualified stay, the Community agrees to be reimbursed at the rate negotiated with your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.2 Not a Participating Provider.** If the Community Health Center is not an approved participating provider with your managed care program and you choose to receive health care services at a managed care participating provider, then you agree that you must relocate for as long as necessary for those services to be provided, and be responsible for all charges for health care

services. In addition, while receiving health care services at the managed care participating provider, you agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence, unless your Residence has been surrendered to us. Such a stay at a managed care participating provider other than the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.3 Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and your stay is a Medicare-qualified stay, we will use our best effort to negotiate a reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Community Health Center will not reduce the number of days of care that you are eligible to receive without extra charge pursuant to Section 5.4.

**5.12.4 No Negotiated Managed Care Rate.** If the Community Health Center is not a participating provider in your managed care program and a negotiated rate is not agreed upon and you would still like to receive health care in the Community Health Center during a Medicare-qualified stay, then each day of your stay in the Community Health Center will reduce by one day the number of days of care you are eligible to receive without extra charge pursuant to Section 5.4. During any such Medicare-qualified stay in the Community Health Center, you agree that you will continue to pay the Monthly Fee, unless your Residence has been surrendered to us, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment. If at any time during any such Medicare-qualified stay in the Community Health Center you are no longer eligible to receive any of the days of care provided for in Section 5.4, then you agree to pay the per diem rate for your care in the Community Health Center, the charges for medication, prescribed therapy, medical treatment by physicians, and other medical and miscellaneous supplies and services associated with medical treatment, and the Monthly Fee for your Residence, unless your Residence has been surrendered to us.

**5.12.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be entitled to health care in the Community Health Center in accordance with the terms of this Agreement other than as provided in this Section 5.13, as adjusted to reflect any reduction during such stay in the number of days of care that you are eligible to receive without extra charge as provided in Section 5.4.

**5.13 Transfer to Hospital or Other Care Facility.** If we determine after consultation with your attending physician, your personal representative and you to the extent possible, that you need care beyond that which the Community Health Center is licensed to provide, you will be transferred to a hospital or other care facility. We shall not be responsible for any charges associated with the transfer and health care expenses or charges incurred by you after such a transfer. You shall continue to pay the Monthly Fee until your Residence is surrendered.

**5.14 Community Health Center Admission Agreement.** If you require care in the Community Health Center, you agree to enter into a separate Community Health Center Admission Agreement to be signed by you and us.

**5.15 Under Age 60.** If you are under the age of 60 when you occupy your Residence under this Agreement, you are not eligible to receive thirty (30) annual days of nursing care in the Community Health Center as described in Section 5.4 until you attain the age of 60. During this time, you will be entitled to Health Center Level Services at the then-current rate being charged to non-residents until age 60.

## **6. REPRESENTATIONS.**

**6.1 Our Representations.** We represent and warrant that we are a nonprofit corporation and that we do not propose to operate at a profit. We are exempt from payment of Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. We are affiliated with The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina. The Grand Lodge of North Carolina and The Grand Chapter, Order of the Eastern Star in North Carolina are not responsible for our financial or contractual obligations.

**6.2 Your Representations.** You represent and warrant that the representations made in the application for residency, your personal health history, and the confidential financial statement are true and correct and may be relied upon by us as a basis for your acceptance for residency at the Community. You also represent and warrant that you have not made any gift of your property in contemplation of the execution of this Agreement.

## **7. PROMISES.**

**7.1 Our Promises.** It is and shall be our declared policy to operate as a non-profit organization. We will not cancel this Agreement without just cause as specified in Section 9. Further, we shall not cancel this Agreement solely by reason of your financial inability to pay the full Monthly Fee or the per diem charge for care in the Community Health Center. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance, or other health insurance after assuming occupancy. You shall be permitted to remain at the Community for a reduced fee based on your ability to pay for as long as you establish facts to justify deferment of such charges and when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis for the benefit of the residents.

**7.2 Your Promises.** You agree to comply with all policies and procedures of the Community as now existing or as hereafter amended; to pay the Entrance Fee, Monthly Fee, and any other charges as provided in this Agreement; to not impair your ability to meet the financial obligations under this Agreement by transferring assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance, without our consent, and to abide by all other terms of this Agreement.

## **8. CANCELLATION BY RESIDENT.**

**8.1 Right of Rescission.** Within thirty (30) days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the thirty (30) day rescission period. Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.2.

**8.2 Cancellation Prior to Occupancy.** You may cancel this Agreement for any reason at any time before you move into the Community by giving us written notice signed by you (both of you in the case of Joint Residents). Repayment of the amount of the Entrance Fee paid shall be as outlined in Section 10.3 or 10.4. If you die prior to occupying the Residence or if, on account of illness, injury or incapacity, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel. Repayment of the Entrance Fee shall be as outlined in Section 10.3.

**8.3 Cancellation After Occupancy.** You may cancel this Agreement for any reason after moving into the Community by giving us thirty (30) days' prior written notice of cancellation, which shall be effective and irrevocable upon delivery. Cancellation shall occur thirty (30) days after written notice is delivered, and you must vacate the Residence within the thirty (30) days. You are obligated to pay the Monthly Fee during the thirty (30) days. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

**8.4 Cancellation Due to Death After Occupancy.** This Agreement will automatically cancel upon your death (the death of the surviving Resident in the case of Joint Residents). After such automatic cancellation, your personal representative will have thirty (30) days from the date of your death to remove your personal property from the Residence. Repayment of the Entrance Fee shall be as outlined in Section 10.5.

## **9. CANCELLATION BY US.**

**9.1 Cancellation Upon Notice.** We may, upon notice and opportunity to cure as hereinafter provided, cancel this Agreement for just cause. Just cause shall include the occurrence of any of the following events (hereinafter referred to as a "Default"):

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**9.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency process.

**9.1.3 Nonpayment.** You fail to pay any charges to us, subject to the provisions of Section 7.1, within sixty (60) days of the date when such charges are due.

**9.1.4 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or behavior that would result in physical damage to the property of others.

**9.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in the Community Health Center within the limits of our license.

**9.2 Default Notice.** Prior to cancellation for any Default described in Section 9.1.1, 9.1.2 or 9.1.3 above, we shall give you notice in writing of such Default, and you shall have at least thirty (30) days thereafter within which to correct such Default. No Default shall eliminate your obligation to pay the Monthly Fee until cancellation. If you correct such Default within such time, this Agreement shall not be canceled. If you fail to correct such Default within such time, this Agreement shall cancel at the expiration of such thirty (30) days.

In the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5 above, if we or the Medical Director determines that either the giving of notice of Default or the lapse of time as above provided might be detrimental to you or others, then such notice and/or waiting period prior to cancellation shall not be required. Also, in the event of the occurrence of a Default described in Section 9.1.4 or 9.1.5, we are expressly authorized by you to transfer you to an appropriate hospital or other facility, and we will promptly notify your personal representative or attending physician.

## **10. REPAYMENT OF ENTRANCE FEE.**

**10.1 Nonacceptance by Us.** If we do not accept you for residency at the Community, the full amount of the Entrance Fee you have paid will be promptly repaid to you, with interest.

**10.2 Right of Rescission.** If you rescind this Agreement as provided in Section 8.1, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days of our receipt of the written notice of rescission.

**10.3 Cancellation Prior to Occupancy Due to Death, Illness, Injury, Incapacity, or Change in Financial Condition.** If, prior to occupancy, you die or you cancel this Agreement because of illness, injury, incapacity, or change in your financial condition, you or your estate will receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one-thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.4 Cancellation Prior to Occupancy for Other Reasons.** If you cancel this Agreement for reasons other than those stated in Section 10.3 above, you shall receive a repayment of the portion of the Entrance Fee paid by you, less (i) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, and (ii) less any charges specifically incurred by us at your request and set forth on Exhibit A or in writing in a separate addendum to this

Agreement, signed by you and us. Such repayment shall be paid within sixty (60) days after our receipt of the written notice of cancellation.

**10.5 Cancellation After Occupancy.** In the event you or we cancel this Agreement after occupancy or in the event of your death (the death of the survivor in the case of Joint Residents), you or your estate will be reimbursed the amount of the Entrance Fee previously paid by you, less two percent (2%) for each month of residency or portion thereof for up to fifty (50) months. After fifty (50) months of occupancy, no repayment of the Entrance Fee will be made. Such repayment will be paid, without interest, within sixty (60) days after your Residence has been reserved by a new resident and our receipt of the full amount of the Entrance Fee paid by such new resident. In the event your Residence is not reserved by a new resident, such repayment will be paid, without interest, within twenty-four (24) months from the date cancellation of your Residency Agreement becomes effective.

**10.6 Offset Against Entrance Fee Repayment.** In the event of cancellation of this Agreement after occupancy as described in Section 10.5 above, we will offset against any Entrance Fee repayment due to you the following:

**10.6.1** The amount of any Monthly Fees or other charges deferred by us on your behalf under Section 7.1; and

**10.6.2** Any health care expenses incurred on your behalf and other amounts payable to us, which remain unreimbursed; and

**10.6.3** Any charges incurred to restore the Residence to good condition, normal wear and tear excepted, as outlined in Section 4.11; and

**10.6.4** Any charges incurred as a result of non-standard features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

## **11. MISCELLANEOUS.**

**11.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 10; (ii) this Agreement and your contractual right to occupy the Community will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you a revocable right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

**11.2 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

**11.3 Amendment.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement shall be valid unless in writing and signed by you and us.

**11.4 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable laws or regulations. Further, we may change any part of the Community, including the Residence, to meet the requirements of any applicable law or regulation.

**11.5 Entire Agreement.** This Agreement and any addenda or amendments thereto contain our entire understanding with respect to your residency at the Community.

**11.6 Monthly Statement.** You shall receive a monthly statement from us showing the total amount of fees and other charges owed by you, which shall be paid by the tenth (10<sup>th</sup>) day of each month.

**11.7 Responsible Party for Business and Financial Decision Making.** Within sixty (60) days after assuming residency at the Community, you agree to execute and deliver to us a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**11.8 Disposition of Furniture, Possessions, and Property.** Within sixty (60) days after the date of residency, you agree to make provision by will or otherwise for the disposition of all of your furniture, property, and possessions located on the premises of the Community.

**11.9 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**11.10 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of the Community at 700 South Holden Road; Greensboro, North Carolina 27407. Such notices shall be dated and signed.

Any notice required to be given to you shall be delivered to you at the Community or at such other place as you shall designate to us in writing. All notices mailed in accordance with this Section shall be deemed to be given when mailed whether or not they are actually received.

**11.11 Indemnity.** We will not be liable for and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

**11.12 Separability.** The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**11.13 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**11.14 Capacity.** This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent or employee of ours shall have any personal liability hereunder to you under any circumstances. This Agreement will become effective upon acceptance and signature by us.

**11.15 Resident.** In the case of Joint Residents, the rights and obligations of each are joint and several except as the context of this Agreement otherwise requires.

**11.16 Reimbursement for Loss or Damage.** You or your responsible party, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional, careless, or negligent acts or omissions or that of your guests.

**11.17 Reimbursement of Charges.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

**11.18 Transfers.** We may sell or transfer our interest in the Community provided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. Your signature hereto constitutes your consent and approval of any such future transaction.

**11.19 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers, and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our policy. If you fail to follow or enforce the policies and rules set forth therein, then we may elect, at our sole option, to cancel this Agreement.

**11.20 Tax Considerations.** You should consult with your tax advisor regarding the tax considerations associated with this Agreement.

**11.21 Management.** We have engaged the services of Life Care Services LLC to manage the Community. We are not affiliated with Life Care Services nor is Life Care Services responsible for our contractual or financial obligations or the contractual or financial obligations of the Community.

**11.22 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina.

**11.23 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 11.11, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**11.24 Force Majeure.** The Community shall not be liable to the Resident for any default, breach, or damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason or the occurrence of a Force Majeure Event. A “Force Majeure Event” is defined as the occurrence of an event which materially interferes with the ability of the Community to perform its obligations or duties hereunder which is not within the reasonable control of the Community, and which could not with the exercise of diligent efforts have been avoided, including, but not limited to, war, rebellion, natural disasters (including floods, earthquake, fire, hurricanes, windstorms, tornadoes), accident, strike, riot, civil commotion, act of God, pandemic, epidemic, or other public health crisis, including quarantine or other employee restrictions, acts of authority or change in law. The Community shall promptly notify Resident of the occurrence and particulars of such Force Majeure Event and shall provide Resident, from time to time, with its best estimate of the duration of such Force Majeure Event and with notice of the termination thereof. The Community shall use diligent efforts to avoid or remove such causes of non-performance as soon as is reasonably practicable.

**11.25 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

## **12. ARBITRATION.**

**12.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**12.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any kind (except for those disputes, claims or controversies arising under Paragraph 12.1 above) between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in Guilford County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**12.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us.

**12.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Approved this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**RESIDENT**

**THE MASONIC AND EASTERN STAR  
HOME OF NORTH CAROLINA, INC.  
d/b/a WhiteStone: A Masonic & Eastern  
Star Community**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Witness

Attachment: Exhibit A



Traditional Residency Agreement (2022-05-31).docx

**Exhibit A**

<b>Non-Standard Features Added at Resident's Request:</b>	<b>Amount</b>
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total of Non-Standard Features</b>	<b>\$</b>

**Initials** \_\_\_\_\_  
**Community**

\_\_\_\_\_  
**Resident(s)**