


**FILED**  
Commonwealth of Virginia  
State Corporation Commission  
Bureau of Insurance  
September 29, 2022  
Commissioner of Insurance  
BY: 

# WindsorMeade

---

PINNACLE LIVING

**DISCLOSURE STATEMENT**

**2022 – 2023**

**FOR**

# WindsorMeade

WILLIAMSBURG

**September 2022**

**A Pinnacle Living Community**



---

## **MISSION STATEMENT**

The mission of  
WindsorMeade Williamsburg  
&  
Pinnacle Living  
is  
Enriching Life's Journey

---

## TABLE OF CONTENTS

	<b>Page</b>
Introduction .....	1
Continuing Care Provider .....	1
Officers, Directors, Trustees, Managing and General Partners .....	1
Business Experience .....	3
Acquisition of Goods and Services.....	5
Criminal, Civil and Regulatory Proceedings .....	5
Affiliations with Religious, Charitable or Other Not-For-Profit Organizations; Not-For-Profit Tax Status of Provider .....	6
Ownership of Real Property .....	6
Location and Description of Real Property .....	7
Services Provided Under Continuing Care Contracts (Residency Agreement).....	7
Fees Required of Residents.....	7
Frequency and Amounts of Increases in Periodic Rates.....	11
Reserve Funding .....	11
Certified Financial Statements.....	11
WindsorMeade Bond Refinance.....	11
Pro Forma Statements.....	12
Explanation of Material Differences.....	12
Admission of New Residents.....	12
Access to Community and Services.....	13
Procedure By Which a Resident May File a Complaint or Disclose Concern.....	14
Residency Agreement.....	16
Schedule A.....	37
Schedule B.....	51
Certificate of Entrance .....	56
Surety Agreement .....	60

---

## Exhibits

Exhibit A – Financial Report – May 31, 2022

Exhibit B – WindsorMeade Williamsburg  
Pro Forma Statement of Activities, Balance Sheet and Statement of Cash Flows  
Years Ending May 31, 2023 – 2027

Exhibit C - Pinnacle Living  
ProForma Statement of Activities, Balance Sheet and Statement of Cash Flows  
Years Ending May 31, 2023 - 2027

---

## INTRODUCTION

We are WindsorMeade, and our Mission, Enriching Life's Journey, reflects the way we want the people we serve to live, to add value and to explore meaning every day at any age. The following Disclosure provides a detailed view of who we are and how we serve our residents.

## CONTINUING CARE PROVIDER

The continuing care providers are WindsorMeade Williamsburg (WindsorMeade) and Pinnacle Living. WindsorMeade, a dba for Virginia United Methodist Homes of Williamsburg, Inc., is a Virginia not-for-profit, non-stock corporation with its business address at *5101 Cox Road, Suite 225, Glen Allen, Virginia 23060*.

Pinnacle Living is the sole member of WindsorMeade. Pinnacle Living, a dba for Virginia United Methodist Homes, Inc., is a Virginia not-for-profit, non-stock corporation with its business address at *5101 Cox Road, Suite 225, Glen Allen, Virginia 23060*. Pinnacle Living provides administrative services to WindsorMeade pursuant to an Administrative Services Agreement but does not provide continuing care or other services directly to any resident of WindsorMeade. Pinnacle Living is not responsible for the obligations of WindsorMeade.

## OFFICERS, DIRECTORS, TRUSTEES, MANAGING AND GENERAL PARTNERS, AND CERTAIN PERSONS WHO HOLD EQUITY OR BENEFICIAL INTERESTS

### A. WINDSORMEADE

The names and business addresses of the officers of WindsorMeade are:

Christopher P. Henderson, President/CEO  
*5101 Cox Road, Suite 225  
Glen Allen, Virginia 23060*

Clark D. Cundiff, Chairman  
*1053 Collection Creek Way  
Virginia Beach, Virginia 23454*

The names and addresses of the directors of WindsorMeade are:

Philip F. Alsup  
*5101 Cox Road, Suite 225  
Glen Allen, Virginia 23060*

Harvey L. Bryant  
*5101 Cox Road, Suite 225  
Glen Allen, Virginia 23060*

Clark D. Cundiff  
*1053 Collection Creek Way  
Virginia Beach, Virginia 23454*

Christopher P. Henderson  
*5101 Cox Road, Suite 225  
Glen Allen, Virginia 23060*

---

Elizabeth P. McCormick  
*P.O. Box 726*  
*Gloucester Point, Virginia 23062*

Bishop Sharma D. Lewis – *Ex Officio*  
*P.O. Box 5606*  
*Glen Allen, Virginia 23058*

The Directors of WindsorMeade are elected as follows:

- Nominated by a nominating committee of the Board of Directors of Pinnacle Living
- Elected by the Board of Directors of Pinnacle Living

WindsorMeade has one member, namely Pinnacle Living. Subject to the foregoing, no person has a ten percent (10%) or greater equity or beneficial interest in WindsorMeade. Pursuant to the terms and conditions of the WindsorMeade By-Laws, the President of WindsorMeade must be the same person as the President of Pinnacle Living, and members of the WindsorMeade Board of Directors may, but are not required to, be current or immediate-past-members of the Pinnacle Living Board of Directors. Additionally, WindsorMeade's budget and other significant financial activities are subject to the approval of the Pinnacle Living Board however, Pinnacle Living is not responsible for the obligations of WindsorMeade.

## **B. PINNACLE LIVING**

Pinnacle Living is the sole member of WindsorMeade. The names and business addresses of the officers of Pinnacle Living are:

Christopher P. Henderson, President  
*5101 Cox Road, Suite 225*  
*Glen Allen, Virginia 23060*

Lisa F. Han, Chairperson  
*150 Boush Street, Suite 1005*  
*Norfolk, Virginia 23510*

Jane G. Hornbeck, Vice Chairperson  
*5101 Cox Road, Suite 225*  
*Glen Allen, Virginia 23060*

Kevin W. Bruny, Secretary  
*5001 Libbie Mill East, Apartment 581*  
*Richmond, Virginia 23230*

The names and addresses of the directors of Pinnacle Living are:

Brenda S. Brooks  
*5101 Cox Road, Suite 225*  
*Glen Allen, Virginia 23060*

Kevin W. Bruny  
*5001 Libbie Mill East, Apartment 581*  
*Richmond, Virginia 23230*

---

Shirley M. Cauffman  
5101 Cox Road, Suite 225  
Richmond, Virginia 23060

Hank C. Coleman  
9633 Fernleigh Drive  
Richmond, Virginia 23235

Lisa F. Han  
150 Boush Street, Suite 1005  
Norfolk, Virginia 23510

Christopher P. Henderson  
5101 Cox Road, Suite 225  
Glen Allen, Virginia 23060

Jane G. Hornbeck  
5101 Cox Road, Suite 225  
Glen Allen, Virginia 23060

Steven R. Jones  
5101 Cox Road, Suite 225  
Glen Allen, Virginia 23060

F. Ellen Netting  
9534 Oldhouse Drive  
Richmond, Virginia 23238

Bishop Sharma D. Lewis – *Ex Officio*  
P.O. Box 5606  
Glen Allen, Virginia 23058

Pinnacle Living has no trustees and no managing or general partners. No person has a ten percent (10%) or greater equity or beneficial interest in Pinnacle Living.

Pinnacle Living has no members.

The Directors of Pinnacle Living are elected as follows:

- Nominated by a nominating committee of the Board of Directors
- Elected by the Board of Directors

**BUSINESS EXPERIENCE OF; ACQUISITION OF GOODS AND SERVICES FROM; AND CRIMINAL, CIVIL AND REGULATORY PROCEEDINGS AGAINST THE PROVIDER; ITS OFFICERS, DIRECTORS, TRUSTEES, MANAGING AND GENERAL PARTNERS; CERTAIN PERSONS WHO HOLD EQUITY OR BENEFICIAL INTERESTS; AND THE MANAGEMENT**

**A. BUSINESS EXPERIENCE**

WindsorMeade has operated the community in Williamsburg since its construction was completed in 2008. WindsorMeade's sole member, Pinnacle Living, has substantial experience in the operation of such communities.



---

With its incorporation in 1945, Pinnacle Living embarked on a journey of providing residences and services to seniors throughout the Commonwealth of Virginia.

Throughout these 77 years, the communities have changed, the industry has changed, the well-being and expectations of the residents have changed, but Pinnacle Living’s commitment to its residents and the enhancement of their lives has remained constant.

Pinnacle Living provides continuing care at its three communities throughout Virginia as follows:

Hermitage Roanoke  
1009 Old Country Club Road  
Roanoke, Virginia 24017-0339

Hermitage Richmond  
1600 Westwood Avenue  
Richmond, Virginia 23227-4682

Cedarfield  
2300 Cedarfield Parkway  
Richmond, Virginia 23233-1938

Pinnacle Living has engaged in the management of the community at 1600 Westwood Avenue, Richmond, Virginia since 1948; the community at 1009 Old Country Club Road, Roanoke, Virginia since 1964 and the community at 2300 Cedarfield Parkway, Richmond, Virginia since 1996.

Pursuant to the WindsorMeade By-Laws, the President of WindsorMeade must be the same person as the President of Pinnacle Living, and members of the WindsorMeade Board of Directors may, but are not required to be, current or immediate-past-members of the Pinnacle Living Board of Directors. Additionally, WindsorMeade’s budget and other significant financial activities are subject to the approval of the Pinnacle Living Board.

In consideration of the significant interrelationship between Pinnacle Living and WindsorMeade, the following schedule is provided to describe the business experience WindsorMeade’s Directors and Officers and Pinnacle Living’s Directors and Officers have had in the operation and/or management of WindsorMeade and Pinnacle Living, respectively:

<b>DIRECTOR</b>	<b>MEMBER OF WINDSORMEADE BOARD SINCE</b>	<b>MEMBER OF PINNACLE LIVING BOARD SINCE</b>
Philip F. Alsup	2022	
Brenda S. Brooks		2014
Harvey L. Bryant	2015	
Kevin W. Bruny		2017
Hank C. Coleman		2019
Shirley M. Cauthorn		2016
Clark D. Cundiff	2014	
Lisa F. Han		2015
Christopher P. Henderson	2005	2005
Jane G. Hornbeck		2016
Steven R Jones		2017
Elizabeth P. McCormick	2014	
F. Ellen Netting		2017

<b>OFFICER</b>	<b>EXPERIENCE WITH WINDSORMEADE</b>	<b>EXPERIENCE WITH PINNACLE LIVING</b>
Clark D. Cundiff	Chairman since 2017 Member of Board since 2014	
Christopher P. Henderson	President since 2005 Member of Board since 2005	President since 2005 Member of Board since 2005
Lisa F. Han		Chairperson since 2018 Member of Board since 2015
Jane G. Hornbeck		Vice Chairperson since 2018 Member of Board since 2016
Kevin W. Bruny		Secretary since 2020 Member of Board since 2017

**B. ACQUISITION OF GOODS AND SERVICES**

Neither WindsorMeade nor any of its officers or directors has any interest, indirectly or directly, in any professional service, firm, association, foundation, trust, partnership, or other legal entity, in which such person has, or which has in such person, a 10% or greater interest and which it is presently intended will or may provide goods, leases or services to WindsorMeade of a value of \$500.00 or more within any year.

WindsorMeade’s sole member, Pinnacle Living, currently provides administrative services to WindsorMeade. The initial Administrative Services Agreement was awarded to Pinnacle Living in 2007 in consideration of the special relationship that exists between WindsorMeade and Pinnacle Living, its sole member, and Pinnacle Living’s many years of experience in the operation and management of several continuing care facilities. Accordingly, no other offers were solicited or received. In May 2013, Pinnacle Living and WindsorMeade entered a new Administrative Services Agreement which was updated in August 2021.

Under the Administrative Services Agreement, services include, but are not limited to, administration of payroll, accounts payable, accounts receivable, general accounting, retirement plan, state and local tax payment and exemption, fund development, insurance and workers’ compensation, church and community relations, bonds and financing, human resources, expansion and construction, and investment advisory services and monitoring of third-party vendors. In addition to these administrative services, general management services are provided through Pinnacle Living corporate management team. These services are generally activities designed to sustain and enhance the public reputation and respect for Pinnacle Living and its affiliated entities and communities. General management services include, but are not limited to, representation at national organizations, development of policy positions, development of a strategic plan for programs and services designed to move the entire organization forward and anticipate trends and needs, research and monitoring of rules, regulations and trends in the industry, the development of support programs for residents, interns, and training of team members, and promoting church and community relations. WindsorMeade shall pay Pinnacle Living a 6% monthly base fee based on total Generally Accepted Accounting Principles Operating Revenue with up to 3% in additional fees at the end of the year.

**C. CRIMINAL, CIVIL AND REGULATORY PROCEEDINGS**

Neither WindsorMeade, Pinnacle Living, nor any of their respective officers or directors:

- (1) has been convicted of a felony or pleaded nolo contendere to a criminal charge, or been held liable or enjoined in a civil action by final judgement, if the crime or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property or moral turpitude; or

- 
- (2) is subject to an injunctive or restrictive order of a court of record, 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, arising out of or relating to business activity or health care, including, without limitation, actions affecting a license to operate a foster care community, nursing home, retirement home, home for the aged or community registered under this chapter or similar laws in another state; or
  - (3) is currently the subject of any state or federal prosecution, or administrative investigation involving allegations of fraud, embezzlement, fraudulent conversion, or misappropriation of property.

## **AFFILIATIONS WITH RELIGIOUS, CHARITABLE OR OTHER NOT-FOR-PROFIT ORGANIZATIONS; TAX STATUS OF PROVIDER**

### **A. AFFILIATIONS**

WindsorMeade and Pinnacle Living are each independent, non-stock, not-for-profit corporations. Neither WindsorMeade nor Pinnacle Living is subject to the control of the Virginia Annual Conference of the United Methodist Church. Neither the Virginia Annual Conference of the United Methodist Church, the United Methodist Association of Health and Welfare Ministries, the Department of Health and Welfare Ministries of the Board of Global Ministries of the United Methodist Church, nor the United Methodist Church is, nor will be, responsible for the financial or contractual obligations of WindsorMeade or Pinnacle Living. Likewise, neither WindsorMeade nor Pinnacle Living is, nor will either be, responsible for the financial or contractual obligations of the Virginia Annual Conference of the United Methodist Church, the United Methodist Association of Health and Welfare Ministries, the Department of Health and Welfare Ministries of the Board of Global Ministries of the United Methodist Church or the United Methodist Church. The foregoing organizations are related to WindsorMeade and Pinnacle Living by faith, heritage, history, morals and guiding principles.

Pinnacle Living is the sole member of the Hermitage Capital & Reserve Corp. (HCRC), a Virginia, not-for-profit, non-stock corporation exempt from taxation under §501(c)(3) of the Internal Revenue Code and a “supporting organization” within the meaning §509(a) of the Internal Revenue Code. HCRC was formed exclusively to support WindsorMeade’s sole member, Pinnacle Living, WindsorMeade and any future affiliates of Pinnacle Living or WindsorMeade.

WindsorMeade is a member of Leading Age Virginia, an affiliate of Leading Age, a national organization which provides support and education primarily to not-for-profit entities serving seniors.

### **B. TAX EXEMPT STATUS OF PROVIDER**

WindsorMeade and Pinnacle Living are both exempt from taxation under Internal Revenue Code §501(c)(3) and are permitted to receive charitable donations which, under ordinary gifting circumstances, are tax deductible to the donor. Under Internal Revenue Code regulations for tax exempt entities, no earnings may be used for the benefit of, nor distributed to, corporate directors or officers or private individuals. All excess funds remain available to be used by WindsorMeade or Pinnacle Living to further the mission of Enriching Life’s Journey.

## **OWNERSHIP OF REAL PROPERTY**

The real property on which the WindsorMeade community is constructed was conveyed to WindsorMeade from Pinnacle Living on May 31, 2013. WindsorMeade also owns all equipment, buildings and other improvements on the real property. All such property is pledged to secure the WindsorMeade debt obligations described in the attached Consolidated Financial Statements.

---

## **LOCATION AND DESCRIPTION OF REAL PROPERTY**

The main buildings of the real property are located at *3900 Windsor Hall Drive, Williamsburg, Virginia*. The community is built on approximately 105 acres located in James City County, Virginia and consists of 96 villas, 85 apartments and an Assisted Living Neighborhood consisting of 14 Assisted Living residences, known as Abingdon Neighborhood, as well as ancillary spaces which include a ballroom and resident wellness center. The community also includes Manchester House, an 18 residence Memory Support Household, and Hadley House, a 22 residence Health Care Household. Abingdon Neighborhood, Manchester House and Hadley House are all located in Bedford Terrace in the WindsorMeade Community.

## **SERVICES PROVIDED UNDER CONTINUING CARE CONTRACT**

### **WINDSORMEADE RESIDENCY AGREEMENT**

A specimen of the current WindsorMeade Residency Agreement is attached to this Disclosure. Services provided under the Residency Agreement are described generally in the following specific sections of the Agreement and in greater detail in the Schedule A attached to the Agreement. The WindsorMeade Residency Agreement is entered into by Residents who initially establish residency in Independent Living.

Services Included in Monthly Service Fee – Section C.1

Additional Services Available at Additional Cost – Section C.2

Health Services in Apartments or Villas at an Additional Cost – Section C.3.a

Assisted Living Services in Abingdon Neighborhood – Section C.3.b

Memory Support Services in Manchester House – Section C.3.c

Health Care Services in Hadley House – Section C.3.d

Health Care Services in Apartments or Villas – Section C.3.f

Health Care Medicare Stay – Section C.3.e

### **FEES REQUIRED OF RESIDENTS**

Residents will pay a one-time Entrance Fee at the time of admission which cannot be increased after admission except as specifically stated in the Residency Agreement. See Sections B.2, D, E, F and G of the attached Residency Agreement for more information concerning Entrance Fees, including refunds. The Residency Agreement reflects options for a Declining Refund Entrance Fee Plan, a 50% Entrance Fee Refund Plan a 70% Entrance Fee Refund Plan or a 90% Entrance Fee Refund Plan (for purposes of this disclosure statement, the pricing schedule of the 50% Entrance Fee Refund Plan has been included). Monthly Service Fees will be charged, the amount of which will be dependent upon the residence selected. See Sections D.2 and F of the Residency Agreement for other information concerning Monthly Service Fees, including refunds and finance charges for late payments. If a resident's financial position substantially deteriorates, he or she may be required to deposit monies as security for payments of future Fees.

The Monthly Service Fees are intended to provide for the regularly offered services and conveniences as well as all other financial obligations and objectives of WindsorMeade including, for example, taxes, debt service, costs of operations, maintaining the viability and marketability of the community, maintaining and improving the quality of services provided, enhancing and expanding the community when expansion is warranted, maintaining reserves to assist residents, where appropriate, who may become unable to meet their financial obligations, and payments or

---

distributions to Pinnacle Living. The Monthly Service Fees may be adjusted by WindsorMeade, in its sole discretion, from time to time after thirty days advance written notice. There are no limitations on the amount, or frequency, of increases in the Monthly Service Fees.

Upon acceptance, the prospective resident will sign a Residency Agreement and pay a Deposit equal to ten percent (10%) of the Entrance Fee for the residence selected. The Deposit will be placed in an escrow account to be held, maintained and disbursed by the escrow agent, which shall be a bank, trust company or other escrow agent approved by the State Corporation Commission of Virginia (see the specimen Residency Agreement attached to this Disclosure for additional information). Subject to the provisions of the Residency Agreement:

- A. The Deposit shall remain the funds of the prospective resident, shall be maintained separate and apart from WindsorMeade's funds, and shall not be subject to any liens, judgements, garnishments or creditor's claims against WindsorMeade;
- B. Charges of the escrow agent for its services as such shall not be deducted from the Deposit;
- C. The Deposit shall only be invested in accordance with investments permitted by the Code of Virginia; and
- D. The Deposit shall remain in escrow until (i) released to WindsorMeade upon written notice to escrow agent that the prospective resident occupies a residence or that a residence of the type the prospective resident selected is ready for immediate occupancy by the prospective resident, or (ii) refunded to the prospective resident (less appropriate charges, as explained in the specimen Residency Agreement).

The current Entrance Fees and Monthly Service Fees for WindsorMeade are shown below:

## WindsorMeade Residency Agreement Fee Schedule

**WindsorMeade**  
WILLIAMSBURG

### 2022-2023 PRICING SCHEDULE 50% PLAN

*Prices effective June 1, 2022*

WINDSOR HALL APARTMENTS	Floor Plan Features			50% Pricing Fee Schedule	
	Bed	Bath	Sq. Ft.	Entrance Fee	Monthly Fee
DOVER	1 + den	1½	1,054	\$281,455	\$4,675
SCOTNEY	2	2	1,350	\$391,300	\$4,900
LEEDS	2 + den	2	1,690	\$488,605	\$5,145
LUDLOW	2 + den	2	1,797	\$494,920	\$5,160
CADBURY	2 + den	2	1,900	\$523,530	\$5,295
RABY	2 + den	2	1,937	\$531,750	\$5,325
<b>Second Person</b> (for all models)				Additional \$34,750	Additional \$1,215

VILLAS	Floor Plan Features			50% Pricing Fee Schedule	
	Bed	Bath	Sq. Ft.	Entrance Fee	Monthly Fee
<b>YARMOUTH</b>					
<i>Yarmouth I</i>	2	2½	1,704	\$563,160	\$5,090
<i>Yarmouth I + sunroom</i>	2	2½	1,845	\$607,625	\$5,090
<i>Yarmouth I + sunroom + studio</i>	2	2½	2,051	\$670,170	\$5,090
<i>Yarmouth II + sunroom + studio</i>	2	2½	2,525	\$736,770	\$5,090
<b>EDINBURGH</b>					
<i>Edinburgh I</i>	2 + den	2½	1,884	\$624,280	\$5,255
<i>Edinburgh I + sunroom</i>	2 + den	2½	2,084	\$666,170	\$5,255
<i>Edinburgh II + sunroom</i>	4 + den	3½	2,564	\$734,685	\$5,255
<b>DURHAM</b>					
<i>Durham I</i>	2 + den	2½	2,265	\$673,255	\$5,520
<i>Durham I + studio</i>	2 + den	2½	2,433	\$690,175	\$5,520
<i>Durham I + sunroom</i>	2 + den	2½	2,470	\$707,215	\$5,520
<i>Durham I + sunroom + studio</i>	2 + den	2½	2,639	\$719,445	\$5,520
<i>Durham II + sunroom + studio</i>	3 + den	3½	3,314	\$799,055	\$5,520
<b>Second Person</b> (for all models)				Additional \$34,750	Additional \$1,215

*Prices subject to change.*

\* Above is the pricing schedule for the 50% Entrance Fee Refund Plan. Three additional plans are available – 70%, 90% and a Declining Refund Entrance Fee.

Prices effective June 1, 2022



VILLAS	Floor Plan Features			50% Pricing Fee Schedule	
	Bed	Bath	Sq. Ft.	Entrance Fee	Monthly Fee
<b>EDINBURGH</b>					
<i>Edinburgh I</i>	2 + den	2½	1,884	\$659,030	\$5,255
<i>Edinburgh I + sunroom</i>	2 + den	2½	2,084	\$700,920	\$5,255
<i>Edinburgh II + sunroom</i>	4 + den	3½	2,564	\$769,435	\$5,255
<b>DURHAM</b>					
<i>Durham I</i>	2 + den	2½	2,265	\$708,005	\$5,520
<i>Durham I + studio</i>	2 + den	2½	2,433	\$724,925	\$5,520
<i>Durham I + sunroom</i>	2 + den	2½	2,470	\$741,965	\$5,520
<i>Durham I + sunroom + studio</i>	2 + den	2½	2,639	\$754,195	\$5,520
<i>Durham II + sunroom + studio</i>	3 + den	3½	3,314	\$833,805	\$5,520
<b>Second Person (for all models)</b>				<i>Additional</i> \$34,750	<i>Additional</i> \$1,215

Prices subject to change.

Above is the pricing schedule for the 50% Entrance Fee Refund Plan for the Villas and Premium Lots. Three additional plans are available – 70%, 90% and a Declining Refund Entrance Fee.

---

## FREQUENCY AND AMOUNTS OF INCREASE IN PERIODIC RATES

WindsorMeade began receiving Monthly Fees from residents in May 2007. The average dollar amount of increase in single monthly fees for continuing care contracts is as follows:

### Average Dollar Amount of Increase

Frequency	Apartment	Villa	Assisted Living	Health Care	Memory Support
18-19	149	156	183	230	0
19-20	132	138	608	335	760
20-21	171	178	259	365	341
21-22	142	148	0	0	215
22-23	238	251	375	822	510

## RESERVE FUNDING

WindsorMeade does not provide secured or “earmarked” reserve funding or security (including escrow accounts, trust or reserve funds) to guaranty that it will fully perform its obligations under its continuing care contracts. However, WindsorMeade operates under a business and financial model that it believes to be very conservative and rigorously tested and maintains operational investment reserves. WindsorMeade follows generally accepted accounting principles for not-for-profit entities utilized by Pinnacle Living. Please refer to Note 1 of the Consolidated Financial Statements for the years ended May 31, 2022, and May 31, 2021, for information concerning the accounting treatment by Pinnacle Living of Entrance Fees and unearned income from residents who pay an Entrance Fee. Annually, Pinnacle Living revalues the liability to annuitants by utilizing commonly used actuarial tables. For funds on hand, Pinnacle Living’s Board of Directors establishes an Investment Policy and selects a financial institution to make investment decisions based upon the guidelines in the approved investment policy. Sandy Wiggins, of the Actuarial Consulting Group, serves as the investment consultant. Mr. Wiggins assists the Board as it develops appropriate investment policies. Mr. Wiggins has over 31 years of experience.

## CERTIFIED FINANCIAL STATEMENTS

Independent auditors annually audit consolidated financial statements for WindsorMeade and its sole member, Pinnacle Living. Attached are certified consolidated financial statements of WindsorMeade and Pinnacle Living including balance sheets, statements of activities and statements of cash flows for the two most recent fiscal years. These consolidated financial statements conform to generally accepted accounting principles and have been certified by an independent certified public accountant, whose opinion is also included.

## WINDSORMEADE BOND REFINANCE

On August 31, 2021, WindsorMeade refinanced its long-term debt obligations with the Economic Development Authority of James City County containing covenants more reflective of current market conditions. The bonds, Economic Development Authority of James City County, Virginia, Residential Care Facility Revenue Bonds (WindsorMeade) Series 2021A, replace WindsorMeade’s 2013 and 2016 bonds and provide an overall net present value savings to the organization. Please see attached Financial Statements for more information about such financing.



---

## PRO FORMA STATEMENTS

Exhibit B of this Disclosure contains the projected Statement of Activities, Balance Sheet and Statement of Cash Flows for WindsorMeade for Fiscal Years 2023 – 2027. The financial statements have been prepared in accordance with Generally Accepted Accounting Principles (GAAP). *Further information about the assumptions upon which the pro forma projections are based is available from WindsorMeade upon request.*

Exhibit C of this Disclosure contains the projected Statement of Activities, Balance Sheet and Statement of Cash Flows for Pinnacle Living for Fiscal Years 2023 – 2027. The financial statements have been prepared in accordance with Generally Accepted Accounting Principles (GAAP). *Further information about the assumptions upon which the pro forma projections are based is available from WindsorMeade upon request.*

## EXPLANATION OF MATERIAL DIFFERENCES BETWEEN PRIOR FISCAL YEAR'S PRO FORMA INCOME STATEMENT AND THE ACTUAL RESULTS OF OPERATIONS DURING THE PRIOR FISCAL YEAR

Fiscal year ended May 31, 2022 (“FY 2022”) with an average occupancy as follows:

- Independent Living residences (IL) 95%
- Assistant Living residences (AL) 89%
- Memory Support residences (AL) 88%, and
- Health Care (HC) (which includes skilled nursing) 77%

For the period ended May 31, 2022, WindsorMeade had total operating revenue of \$20,224,342, a 6% decrease over the prior year and a 1% decrease over the pro forma statement. In fiscal 2021, WindsorMeade received forgiveness from the Small Business Administration for its Payroll Protection Loan. That loan was shown in income in 2021. Independent living occupancy for fiscal 2022 was lower than the pro forma statement causing the decrease. Operating expenses of \$19,422,559 is 11% higher over the prior year and 2% higher than the pro forma statement caused by higher rates of pay and increased contract services expenses. This resulted in a change in net assets from operations of \$801,783 or an 80% decrease over the prior year and a 35% decrease to the pro forma. Non-operating changes of a -\$13,250,123 is 337% below the prior year but is 8% better than the pro forma. This is due to the recognition of a Loss on defeasance after WindsorMeade refinanced its bond obligations. This entry does not have a cash impact on the organization and the refinancing produces positive cash flow as compared to the previous bonds. These differences caused an overall change in net assets of -\$12,448,340 or 1,275% lower than the prior year, but 5% better than the pro forma.

## ADMISSION OF NEW RESIDENTS

A minimum age of 62 is required at the time of residency; provided, however, that, in the case of married Joint Residents, WindsorMeade’s Executive Director may require that only one Joint Resident meet the minimum age requirement.

### A. INDEPENDENT LIVING

- (1) An Independent Living resident must meet WindsorMeade’s standards for living independently as a resident:
  - (a) exhibiting the ability to exit the building
  - (b) securing the approval of the future resident’s physician and WindsorMeade’s physician

- 
- (2) The future resident must demonstrate the ability to meet the cost of services contemplated to be provided.
  - (3) Residency may be refused on the basis that approval may interfere with WindsorMeade's ability to provide proper services to present residents.

**B. ASSISTED LIVING – ABINGDON NEIGHBORHOOD**

- (1) Residency in Abingdon Neighborhood is limited to the availability of space, and the future resident must provide sufficient information to permit WindsorMeade to determine the services that will be necessary.
- (2) The future resident must secure the approval of both the future resident's physician and WindsorMeade's physician.
- (3) The future resident must demonstrate the ability to meet the cost of services contemplated to be provided.
- (4) Residency may be refused on the basis that approval may interfere with WindsorMeade's ability to provide proper services to present residents.

**C. MEMORY SUPPORT – MANCHESTER HOUSE**

- (1) Residency in Manchester House is limited to the availability of space, and is further limited by applicable law. The future resident must provide sufficient information to permit WindsorMeade to determine the services that will be necessary.
- (2) The future resident must secure the approval of both the future resident's physician and WindsorMeade's physician.
- (3) The future resident must demonstrate the ability to meet the cost of services contemplated to be provided.
- (4) Residency may be refused on the basis that approval may interfere with WindsorMeade's ability to provide proper services to present residents.

**D. HEALTH CARE – HADLEY HOUSE**

- (1) Residency in Hadley House is limited to the availability of space, and is further limited by applicable law. The future resident must provide sufficient information to permit WindsorMeade to determine the services that will be necessary.
- (2) The future resident must secure the approval of both the future resident's physician and WindsorMeade's physician.
- (3) The future resident must demonstrate the ability to meet the cost of services contemplated to be provided.
- (4) Residency may be refused on the basis that approval of the application may interfere with WindsorMeade's ability to provide proper services to present residents.

**ACCESS TO COMMUNITY AND SERVICES**

WindsorMeade does not offer its services to persons who do not have an agreement with WindsorMeade. Arrangements may be made to accommodate overnight guests.

---

## **PROCEDURE BY WHICH A RESIDENT MAY FILE A COMPLAINT OR DISCLOSE CONCERN**

A Resident may file a complaint or disclose any concern, in writing, as follows:

- (1) The complaint or concern should first be submitted in writing to the appropriate department director who will provide a written response within fifteen (15) days.
- (2) In the event the resident's complaint or concern is not resolved to the resident's satisfaction by the department director within such fifteen (15) day period, the resident may submit the complaint or concern in writing to the Executive Director, who will provide a written response within fifteen (15) days.
- (3) In the event the resident's complaint or concern is not resolved by the Executive Director within such fifteen (15) day period, the resident may submit the complaint or concern to the appropriate ombudsman.

---

---

---

# WindsorMeade

PINNACLE LIVING

## **RESIDENCY AGREEMENT**

**September 2022**

---

---

---

## TABLE OF CONTENTS

	<b>PAGE</b>
Premise .....	19
A. Acceptance for Residency .....	19
B. Residence Accommodations .....	19
C. Services to Residents.....	20
D. Fees.....	23
E. Rescission Before Residency is Established .....	25
F. Termination After Residency is Established .....	26
G. Transfer From Your Residence .....	28
H. Reassignment of a Residence .....	32
I. Disposition of Personal Property.....	32
J. Financial Obligations and Subsidies .....	32
K. Nature of Payments .....	33
L. Personal Representative for Incapacity .....	33
M. Right of Entry.....	34
N. Loss or Damage to Property or Person.....	34
O. Entire Agreement and Modification.....	34
P. Severability.....	34
Q. Governing Law and Cost of Enforcement.....	34
R. Insurance .....	35
S. Non-Waiver of Breach .....	35
T. No Ownership Interest.....	35
U. Assignability.....	35
V. Joint and Several Liability of Joint Residents .....	35
Schedule A.....	37
Schedule B .....	51

---

## WINDSORMEADE WILLIAMSBURG

### RESIDENCY AGREEMENT

This is an Agreement between Insert Resident(s) Name(s) (either “Resident”, “Joint Resident(s)”, “You” or “Your”) and WindsorMeade Williamsburg Pinnacle Living (either “WindsorMeade”, “Our”, “We” or “Us”). We are a Virginia, not-for-profit, non-stock corporation operating a continuing care community (sometimes referred to as “the Community”) located at 3900 Windsor Hall Drive, Williamsburg, Virginia. (If two people sign this Agreement as Residents, this is a Joint Residency Agreement, and the term “You” shall refer to each person individually, and to both people together, as the context may dictate).

You acknowledge receipt of a copy of the Reservation Agreement, this Agreement and the Disclosure Statement. The Reservation Agreement (including the financial, health and related documents submitted by You in relation thereto) is by this reference, made part of this Agreement.

#### A. ACCEPTANCE FOR RESIDENCY

We agree to provide You with the following residency and services in an available independent Residence of Your choice, subject to the terms and conditions of this Agreement.

You agree to comply with the terms of this Agreement and Our policies and procedures, as they may be modified from time to time, provided they are consistent with the provisions of this Agreement. You agree to provide Us, no sooner than thirty (30) days and no less than seven (7) days before establishing occupancy, a report from Your personal physician regarding a physical examination to permit Us to assess Your ability to live independently. You also agree to provide updated health and financial information and documentation to Us from time to time upon Our reasonable request, and to inform Us immediately of any material change in Your health or financial condition. If Your financial position substantially deteriorates, You may be required to deposit monies as security for the payment of future Monthly Service Fees.

#### B. RESIDENCE ACCOMMODATIONS

##### 1. Your Residence

You have reserved Insert Residence Type, number Insert Residence Number, (“Your Residence”). Your Residence is non-assignable.

You may decorate and furnish Your Residence as You deem appropriate. Appliances and special equipment will be subject to the prior approval of Our Executive Director. You may arrange to make physical changes to Your Residence with the prior written approval of Our Executive Director. You will be responsible for the cost of materials and labor required to make such changes. When You vacate Your Residence, You will be responsible for any costs incurred in restoring Your Residence to its original condition, reasonable wear and tear excepted. Title to all fixtures added as part of the foregoing will immediately vest in Us and will remain Our property after termination or rescission of this Agreement. Notwithstanding any other provision of this Agreement, any such decorations, furnishings or changes must be in compliance with all applicable safety and governmental codes and regulations as well as Our written policies, which may change from time to time.



---

## 2. Establishing Residency

We will notify You when Your Residence is ready and available for occupancy by You. Unless otherwise agreed to in writing by Us, You agree to establish Residency (“Residency”) within ninety (90) days from the date You sign this Agreement by paying the balance of the total Entrance Fee and the Monthly Service Fee for the first month of Residency, prorated in the event Residency is established after the first day of the month (You may not occupy Your Residence until such Fees have been paid, although You will not be required to occupy Your Residence physically in order to “establish Residency”). If You fail to establish Residency within the ninety (90) day period, We shall have the right to market the residence You have reserved to other prospective residents, during which time You will have the first right of refusal of the residence, as follows:

- a. We shall have the right to show the residence to other prospective residents;
- b. We will advise You in writing if a prospective resident indicates an intention to establish Residency in the Residence;
- c. You shall have seven (7) days from the date of such written notice to establish Residency by paying the balance of the total Entrance Fee and Monthly Service Fee for the first month or Residency, prorated in the event Residency is established after the first day of the month; and
- d. If You do not establish Residency within such seven (7) day period, We will have the right to permit another prospective resident to establish Residency in the residence, in which case We shall refund the entire amount of Your Deposit to You.

## C. SERVICES TO RESIDENTS

### 1. Services Included in Monthly Service Fee

The Monthly Service Fee covers Your access to amenities, certain services and meals, as described in **Schedule A** attached hereto. Except as otherwise specifically provided in this Agreement, there will be no change in the scope of services without at least thirty days prior written notice to You.

### 2. Additional Services Available at Additional Cost

Additional Services are available, at an additional cost, as described in **Schedule A** attached hereto.

### 3. Health Services

The following health services are presently available to Our residents. The Interdisciplinary Care Team (which typically includes a registered nurse, dietician, social worker and activities coordinator, and may include other WindsorMeade team members) will determine, in consultation with the Medical Director, whether such services are appropriate for You and, if so, the proper location and provision for such services. Subject to the qualification set forth in Section G.4., such services may be provided to You in Your apartment or villa, or in Bedford Terrace (which is comprised of Abingdon Neighborhood, Manchester House and Hadley House).

#### a. Health Services in Apartments or Villas

The Monthly Service Fee covers Your access to the following Health Services:

- i. Health and well-being assessments at Our Resident Wellness Center; and

- 
- ii. Preventative health services at Our Resident Wellness Center, including minor first aid, regular blood pressure checks, temperature and pulse checks and maintenance of Your health records. Additional services may be available at Our Resident Wellness Center for an additional charge.

- b. Assisted Living Services – Abingdon Neighborhood

We presently operate an assisted living neighborhood (Abingdon Neighborhood) in Bedford Terrace at WindsorMeade, staffed with personnel trained to provide Assisted Living services. Abingdon Neighborhood is designed for residents who are unable to function independently in an independent living Residence, but who do not need continuous medical supervision. Abingdon Neighborhood residents receive those services covered under Section C.1, commensurate with their condition, such as help in dressing, self-care and other activities of daily living, assistance in attending meals, increased assistance in housekeeping, increased monitoring of personal status, and monitoring of medications. There are tiers of Assisted Living services as detailed in **Schedule A** attached hereto.

If the Interdisciplinary Care Team, (in consultation with the Medical Director) determines that Assisted Living services are appropriate for You, You will be granted priority access to Abingdon Neighborhood over those who do not reside at WindsorMeade pursuant to a Residency Agreement (“Nonresidents”), on a space-availability basis. If You transfer to Abingdon Neighborhood (as further explained in Section G.4 hereof), You agree to pay a fee for Assisted Living services (the “Assisted Living Fee”), commensurate with the Assisted Living tier of services You receive (See **Schedule A** attached hereto for a description of Assisted Living tiers currently offered and related Assisted Living Fees, which services and Fees may change from time to time).

- c. Memory Support Services – Manchester House

We presently operate a Memory Support household (Manchester House) in Bedford Terrace at WindsorMeade, staffed with personnel trained to provide Memory Support services. Manchester House is designed for residents who need help in dressing, self-care and other activities of daily living, assistance in attending meals, increased assistance with housekeeping, increased monitoring of personal status, and monitoring of medications.

If the Interdisciplinary Care Team (in consultation with the Medical Director and/or such other persons as may be required under the then current Virginia Law and regulations) determines that Memory Support services are appropriate for You, You will be granted priority access to Manchester House over Nonresidents, on a space-availability basis. If You transfer to Manchester House (as further explained in Section G.4 hereof), You agree to pay a fee for Memory Support services (the “Memory Support Fee”) (See **Schedule A** attached hereto for a description of Memory Support services currently offered and related Memory Support Fees, which services and Fees may change from time to time).

- d. Health Care Services – Hadley House

We presently operate a Health Care household (Hadley House) in Bedford Terrace at WindsorMeade, staffed with personnel trained to provide Health Care services. Residents of Hadley House not on a Medicare Stay (defined below) receive those services covered under Section C.1, commensurate with their condition, and other Health Care varying with their

---

needs, the highest level of which is total nursing care in accordance with the Rules and Regulations for Licensed Nursing Facilities promulgated by the Virginia Department of Health.

If the Interdisciplinary Care Team (in consultation with the Medical Director) determines that Hadley House is appropriate for You, You will be granted priority access to Hadley House over Nonresidents. While occupying Your apartment or villa, You will receive a total of twelve free days (“Free Days”) of care in Hadley House for a non-Medicare Stay during Your lifetime, per resident, at no extra charge beyond the Monthly Service Fee (unused Free Days will have no residual value at termination of Your Residency). After these Free Days have been used, if You transfer to Hadley House (as further described in Section G.4 hereof) on a non-Medicare stay, You agree to pay a fee for Health Care services (the “Health Care Fee”) (See **Schedule A** attached hereto for a description of Health Care services currently offered and the related Health Care Fee, which services and Fee may change from time to time).

e. Health Care Medicare Stay

Hadley House is certified under the Medicare program (Title XVIII of the Social Security Act) to provide skilled nursing care. If you are in need of skilled nursing care and you meet and maintain the requirements determined by the Medicare program, your stay in Hadley House will be pursuant to the Medicare program (a “Medicare Stay”). You will be responsible for paying all deductibles and other permitted non-covered charges during your Medicare Stay. Since Medicare covers part of this stay, you do not pay the Health Care Fee; however, you will continue to pay your Monthly Service Fee. When your admission to our Health Care Center is a Medicare Stay, you will execute a separate Medicare specific Hadley House Residency Agreement with us which will govern your Medicare Stay only. We reserve the right to withdraw from the Medicare program at any time.

f. Services in Your Residence

It may be determined that any of the foregoing Health services may be provided to You in Your apartment or villa rather than in Abingdon Neighborhood or Hadley House. This determination may be made in consideration of reasons deemed appropriate by Us for Your care and benefit. In such event, in addition to Your Monthly Service Fee, You will pay an hourly home-care fee based upon the level and extent of the services to be provided (See **Schedule A** attached hereto for the current fees for such services).

g. Services Not Covered

The services provided in Abingdon Neighborhood, Manchester House and Hadley House shall not cover the cost of medical care, such as hospitalization, professional medical services by an attending physician, drugs, medical supplies, medical equipment, transportation incident to medical care, and expenses of private duty nurses or companions employed by You. You are encouraged to carry adequate health insurance to cover these health related expenses. Further, You are responsible for paying charges of any physician, physical therapist, speech therapist, occupational therapist, dentist, podiatrist, psychologist, psychiatrist or other health professional regardless of whether You arrange for such services or We make the arrangements for You; and You are also responsible for all charges for Your medicine, drugs, lab services, x-rays, food supplements, durable medical equipment, personal care supplies and other health related items.

---

h. Insurance

All Residents are required to carry Medicare Insurance Parts A and B and a Medicare Supplement, or the equivalent of such coverage. We reserve the right to require evidence of such insurance coverage.

**D. FEES**

You agree to pay the following fees to Us as a condition of Your Residency:

1. Entrance Fee

You agree to pay to Us, before establishing Residency, an Entrance Fee, as shown below in either Section (a) or (b). Select one option by indicating in the appropriate space. The Entrance Fee shall be payable according to Section (c), below. There shall be no restrictions on Our use of the Entrance Fee, and the Entrance Fee shall not be changed except as specifically stated in this Agreement.

- a. A Declining Refund Entrance Fee in the amount of \$ . Part of the Entrance Fee paid will be refunded to You if You move from WindsorMeade and terminate this Agreement within forty-eight (48) months after You have established Residency. The amount of the refund will be reduced (i) four percent (4%) of the Entrance Fee assessed at the beginning of the term of this Agreement as an Administrative Fee and (ii) two percent (2%) for each full or partial month of Residency at the rate of two percent (2%) of the Entrance Fee per month until the balance is zero. Any unpaid charges will be deducted from the refund.
- b. A 50% Refund Entrance Fee in the amount of \$ . No less than fifty percent (50%) of the Entrance Fee paid will be refunded to You upon termination of this Agreement. The refund (“Your Refund”) will be an amount equal to the Entrance Fee paid less (i) four percent (4%) of the amount of Your Entrance Fee as an Administrative Fee assessed at the beginning of the term of this Agreement and (ii) two percent (2%) of the Entrance Fee for each full or partial month of Residency through the twenty-third (23<sup>rd</sup>) month, at which time the refund will reach fifty percent (50%) of the Entrance Fee. Your Refund will thereafter remain a constant fifty percent (50%), regardless of Your length of Residency at WindsorMeade, subject to the provisions of Section G, unless You enter a Refund Reduction Agreement with Us. Any unpaid charges will be deducted from the refund.
- c. A 70% Refund Entrance Fee in the amount of \$ . No less than seventy percent (70%) of the Entrance Fee paid will be refunded to You upon termination of this Agreement. The refund (“Your Refund”) will be an amount equal to the Entrance Fee paid less (i) four percent (4%) of the amount of Your Entrance Fee as an Administrative Fee assessed at the beginning of the term of this Agreement and (ii) two percent (2%) of the Entrance Fee for each full or partial month of Residency through the thirty third (33<sup>rd</sup>) month, at which time Your Refund will reach seventy percent (70%) of the Entrance Fee. Your Refund will thereafter remain a constant seventy percent (70%), regardless of Your length of Residency at WindsorMeade, subject to the provisions of Section G, unless You enter a Refund Reduction Agreement with Us. Any unpaid charges will be deducted from the refund.
- d. A 90% Refund Entrance Fee in the amount of \$ . No less than ninety percent (90%) of the Entrance Fee paid will be refunded to You upon termination of this Agreement. The refund (“Your Refund”) will be an amount equal to the Entrance Fee paid less (i) four percent (4%) of the amount of Your Entrance Fee as an Administrative Fee assessed at the beginning of the term of

---

this Agreement and (ii) two percent (2%) of the Entrance Fee for each full or partial month of Residency through the third (3<sup>rd</sup>) month, at which time Your Refund will reach ninety percent (90%) of the Entrance Fee. Your Refund will thereafter remain a constant ninety percent (90%), regardless of Your length of Residency at WindsorMeade, subject to the provisions of Section G, unless You enter a Refund Reduction Agreement with Us. Any unpaid charges will be deducted from the refund.

- e. The Entrance Fee Shall be payable as follows:
  - i. A deposit of \$ (from time to time the “Deposit”) equal to 10% of the total Entrance Fee is due when You sign this Agreement and return it to Us.
  - ii. The remaining balance of \$ is due within ninety (90) days from the date You sign this Agreement.
- f. There are no restrictions on Our use of the Entrance Fee, and the Entrance Fee shall not be changed except as specifically stated in this Agreement.
- g. To the extent required by Virginia law and prior to Your occupancy, the Deposit (i) shall be placed in an escrow account to be held, maintained and disbursed by the escrow agent (which shall be a bank, trust company or other escrow agent approved by the State Corporation Commission of Virginia); (ii) shall remain Your fund, shall be maintained separate and apart from Our funds, and shall not be subject to claims against Us; and (iii) shall only be invested in accordance with investments permitted by the Code of Virginia, such as obligations of the United States Government and its agencies, obligations of the Commonwealth of Virginia, bankers’ acceptances, and certain high grade corporate bonds. The Deposit shall not be subject to the forgoing requirements once You establish Residency and shall be released to Us.

## 2. Monthly Service Fee

You agree to pay Us each month, starting with the month You establish Residency, a Monthly Service Fee applicable to Your Residence, prorated in the event Residency is established after the first day of the month.

- a. The initial Monthly Service Fee for Your Residence is \$ ; provided, however, that if You execute this Agreement more than thirty days prior to establishing Residency, the initial Monthly Service Fee may be adjusted as provided below in subsection D.2.d (We will give You at least thirty days advance written notice of such adjustment). You agree to pay the Monthly Service Fee (as adjusted) on or before the first day of each month of Your Residency.
- b. The Monthly Service Fee stated above is based on Residency by person(s). If this is a Joint Residency Agreement, the Monthly Service Fee includes a Second Person Monthly Service Fee of \$ . In such case, each of You will be jointly and severally liable for the full amount of the Monthly Service Fee (including the Second Person Monthly Service Fee). In the event of termination of this Agreement with respect to one of the Joint Residents or the permanent transfer of one of the Joint Residents to Bedford Terrace (as described in Section G.4 hereof), the Monthly Service Fee relative to the remaining Joint Resident will thereafter be reduced by the amount of the Second Person Monthly Service Fee; provided that both Joint Residents shall remain jointly and severally liable for full payment of the reduced Monthly Service Fee as provided in Section V hereof.

- 
- c. The Monthly Service Fee is due and payable on the first day of each month of Residency. If it is not paid on or before the fifth day of each month, in addition to any other obligations hereunder, You agree to pay a **FINANCE CHARGE** at the rate of NINE PERCENT per annum (9% APR) until the Monthly Service Fee is paid in full.
  - d. The Monthly Service Fees are intended to provide for the regularly offered services and conveniences as well as all other financial obligations and objectives of WindsorMeade including, for example, taxes, debt service, costs of operations, maintaining the viability and marketability of the Community, maintaining and improving the quality of services provided, enhancing and expanding the Community when expansion is warranted, maintaining reserves to assist residents, where appropriate, who may become unable to meet their financial obligations, and payments and distributions to Pinnacle Living (WindsorMeade's sole member). The Monthly Service Fees may be adjusted by Us, in Our sole discretion, from time to time, after thirty days advance written notice. There are no limitations on the amount, or frequency, of increases in the Monthly Service Fees.
  - e. You will not receive any refund of any portion of the Monthly Service Fee, unless this Agreement is terminated or in the event of Your permanent transfer to Bedford Terrace (as described in Section G.4 hereof). Such refund, if any, will be calculated in consideration of the effective date of such termination or permanent transfer.
  - f. You will be billed for additional services that are not covered by the Monthly Service Fee, either at the time they are rendered or with Your next Monthly Service Fee statement. The current fees for such additional services are listed in **Schedule A** attached hereto, and such fees may change from time to time. Subject to the foregoing, payment procedures for fees for such additional services, including imposition of finance charges, will be the same as for Your Monthly Service Fee.

## **E. RESCISSION BEFORE RESIDENCY IS ESTABLISHED**

### **1. Rescission Without Cause Within Seven Days**

You have the right to rescind this Agreement, without penalty or forfeiture, by delivering written notice of such rescission to Us within seven days after (i) You gave us an initial deposit or (ii) You receive a fully executed copy of this Agreement (signed by You and Us), whichever occurs first. You will not be required to establish Residency or to move into Your Residence prior to the expiration of such seven-day period.

In the event of rescission of this Agreement in accordance with this Section E.1, You will receive a full refund of the Entrance Fee within sixty days of such rescission, without penalty or forfeiture.

### **2. Rescission by Death or Incapacity**

If, prior to establishing Residency, You die or become incapacitated by illness or injury and no longer qualify for Independent Living, this Agreement will be deemed automatically rescinded by You. The effective date of such rescission will be the date We receive written notice of Your death or incapacity.

In the event of rescission of this Agreement in accordance with this Section E.2, You will receive a full refund of the Entrance Fee within sixty days of such rescission, provided that the amount of such refund will be reduced by the amount of any costs specifically incurred by Us at Your request according to a written document signed by You and Us.

---

### 3. Special Provision for Joint Residency Agreement

If this is a Joint Residency Agreement, any rescission by one Joint Resident before Residency is established will be deemed a rescission by both Joint Residents; provided that the other Joint Resident may enter into a new Residency Agreement so long as such other Resident then satisfies Our then current admissions criteria independently.

## F. TERMINATION OF RESIDENCY AFTER RESIDENCY IS ESTABLISHED

### 1. Termination by Resident

You may terminate Residency at any time by giving Us written notice. If You die after having established Residency, Your death will be deemed a termination of this Agreement in accordance with this Section F.1. If this is a Joint Residency Agreement and only one of the Joint Residents terminates Residency, the remaining Resident will retain the rights and obligations of this Agreement; provided, however, that the Joint Resident terminating this Agreement shall also remain obligated to Us as provided in Section V hereof.

In the event of termination in accordance with this Section F.1, You will receive Your Refund, if any, within sixty days after the later of (i) the date You have physically vacated (including removal of all of Your personal property from) Your Residence, and (ii) the date a new resident enters into a Residency Agreement with Us and pays Us the then current Entrance Fee for the residence You have vacated; provided, however, that if the residence You have vacated is occupied by a current resident of the Community who is relocating to Your former Residence (and, in certain cases, who may be one of a series of several current residents relocating among independent living residences), no refund shall be paid to You until the later of (i) the date You have physically vacated (including removal of all of Your personal property from) Your Residence, and (ii) We receive from a new resident of the Community full payment of the then applicable entrance fee with respect to the residence previously occupied by a relocating current resident. You may stop paying the Monthly Service Fee after such termination, as follows:

- a. If Your death is the cause of termination of this Agreement, You (Your estate) may stop paying the Monthly Service Fee thereafter as of the date all of Your personal property has been removed from Your Residence; provided that, if this is a Joint Residency Agreement, the Second Person Fee shall cease as of the date of Your death (the remaining Joint Resident shall thereafter pay the single person Monthly Service Fee applicable to Your Residence).
- b. If You terminate this Agreement for any reason other than Your death, You may stop paying the Monthly Service Fee upon the later of (i) the date You have physically vacated (including removal of all of Your personal property from) Your Residence, and (ii) the date a new resident enters into a Residency Agreement with Us and pays Us the then current Entrance Fee for the residence You have vacated or an existing resident transfers to Your Residence); provided that, in no case shall You be obligated to pay the Monthly Service Fee for more than ninety days after the date You have physically vacated (including removal of all of Your personal property from) Your Residence (if this is a Joint Residency Agreement, after the terminating Joint Resident physically vacates Your Residence, the remaining Joint Resident shall pay the single person Monthly Service Fee applicable to Your Residence).

### 2. Termination by Us

Once You establish Residency, We will not terminate Your Residency except for Good Cause. "Good Cause" means (a) proof that You are a danger to Yourself or others; (b) Your non-payment of any

---

---

monthly or periodic fees; (c) Your repeated conduct that interferes with other Residents' quiet enjoyment of the Community; (d) Your persistent refusal to comply with Our reasonable written rules and regulations, policies and procedures or the Resident's Handbook; (e) a material misrepresentation made intentionally by or recklessly by You in Your Application for Residency, or any other document provided by You to Us regarding information which, if accurately provided, would have resulted in either Your failure to qualify for Residency or a material increase in the cost of providing to You the care and services provided under this Agreement; or (f) a material breach by You of the terms and conditions of this Agreement. We will not terminate Your Residency until We have given You written notice stating the grounds of termination and a reasonable period of time for cure. The effective date of such termination will be stated in the written notice but will not be prior to the end of such cure period. If this is a Joint Residency Agreement, this termination may, depending on the nature of the cause, apply to either One Joint Resident or to both and, if termination applies to only one Joint Resident, provided the other Joint Resident then satisfies Our then current admissions criteria independently, such other Joint Resident will have the option of retaining the obligation and rights of this Agreement or terminating this Agreement.

In the event of termination in accordance with this Section F.2, You will receive Your Refund, if any, within sixty days after the later of (i) the date You have physically vacated (including removal of all of Your personal property from) the Residence, and (ii) the date a new resident enters into a Residency Agreement with Us and pays Us the then current Entrance Fee for the Residence You have vacated; provided, however, that if the residence You have vacated is occupied by a current resident of the Community who is relocating to Your former residence (and, in certain cases, who may be one of a series of several current residents relocating among residences), no refund shall be paid to You until the later of (i) the date You have physically vacated (including removal of all of Your personal property from) Your Residence, and (ii) We receive from a new resident of the Community full payment of the then applicable entrance fee with respect to the residence previously occupied by a relocating current resident.

### 3. Refund for Joint Residents

If this a Joint Residency Agreement, You shall not receive Your Refund in accordance with this Section F until sixty days after (i) both of You have physically vacated (including removal of all of Your personal property from) Your Residence, and (ii) the date a new resident enters into a Residency Agreement with Us and pays Us the then current Entrance Fee for the residence You have vacated; provided, however, that if the residence You have vacated is occupied by a current resident of the Community who is relocating to Your former residence (and, in certain cases, who may be one of a series of several current residents relocating among residences), no refund shall be paid to You until the later of (i) the date You have physically vacated (including removal of all of Your personal property from) Your Residence, and (ii) We receive from a new resident of the Community full payment of the then applicable entrance fee with respect to the residence previously occupied by a relocating current resident. Unless otherwise agreed by both of You and Us in writing, Your Refund, if any, is due shall be paid (i) in equal shares to both of You if the Residency of both of You is terminated simultaneously, or (ii) to the one of You whose Residency is terminated last if Residency is not terminated simultaneously.

### 4. Refund Payable to Trustee

Your Refund, if any, may be paid to the Trustee of an existing Trust if You have executed and delivered to Us an assignment document in such form and content as an Assignment of Refund document attached hereto as **Schedule B**, or such other document We deem appropriate, in Our discretion, provided such document is effective at the time Your Refund is due.



---

## G. TRANSFER FROM YOUR RESIDENCE

### 1. You May Change Your Residence

If You desire to move from Your current Residence to another residence in the Community, subject to availability and Our then current policies and procedures, We shall use Our best efforts to accommodate such a transfer. Prior to any such transfer, You (both of You if this is a Joint Residency Agreement) must satisfy Our then current admissions criteria relative to the residence to which You desire to transfer (Your “new Residence”). You agree to abide by Our transfer policies and procedures.

In the event of such transfer, if the Entrance Fee applicable to Your new Residence is greater than the amount of the then current Entrance Fee applicable to the residence from which You desire to move, You will pay the difference (the “Additional Entrance Fee”) to Us prior to such transfer. You will not receive any payment at such time if the new Entrance Fee is less than the current Entrance Fee applicable to the Residence from which You desire to move. After such transfer, You will pay the Monthly Service Fee applicable to Your new Residence, pro-rated for the first month if such transfer occurs on any day other than the first day of the month. Additionally, certain relocation, refurbishment upgrade and additional square footage fees may be charged to You.

In the event You pay any Additional Entrance Fee, unless otherwise agreed by You and Us in writing, any refund thereof shall be amortized at the same rate as the Entrance Fee Plan You selected in Section D.1 hereof, starting at the date of payment of such Additional Entrance Fee as though such date was the date You established Residency for the purpose of such calculation.

### 2. Establishing Joint Residency With an Existing Resident

If You marry another resident of the Community and desire to establish Joint Residency, subject to availability and Our then current policies and procedures, We shall use Our best efforts to accommodate such arrangements. In such event, You will each be required to terminate Your respective, existing Residency Agreement to and execute a new (then current) Joint Residency Agreement, provided that the provisions of subsection G.1 above shall apply to Your Additional Entrance Fee, if any.

After any such transfer, You will be treated in all respects as Joint Residents and thereafter will pay the Monthly Service Fee for Joint Residency, with the Second Person Monthly Service Fee prorated for the first month, if appropriate.

### 3. Establishing Joint Residency With a Nonresident

If You marry a person not a resident of the Community and desire to establish Joint Residency with Your spouse, Your spouse must submit an Application for Residency and such other documentation as We may reasonably require in accordance with Our then current policies and procedures, and both You and Your spouse must submit a then current financial report. If Your spouse does not qualify for independent living Residency in accordance with Our acceptance policies then in effect, Your spouse will not be permitted to establish Residency at WindsorMeade.

If accepted for Joint Residency, You will be required to terminate your existing Residency Agreement, and You and Your spouse must then execute a new, Joint Residency Agreement, provided that the provisions of subsection G.1 above shall apply to Your Additional Entrance Fee, if any. After any such transfer, You and Your spouse will be treated in all respects as Joint Residents and thereafter will pay the Monthly Service Fee for Joint Residency, with the Second Person Monthly Service Fee prorated for the first month, if appropriate.

---

4. Transfer for Level of Service Reasons

If You have a condition which requires a level of service that cannot be given in the Community, such as a dangerously contagious disease, an uncontrolled or untreated mental condition, specialized psychiatric condition or any other condition requiring services which are prohibited under the applicable licenses of Abingdon Neighborhood, Manchester House or Hadley House or which We are otherwise unable to provide to You in the Community (including by reason of lack of space), We will assist You in transferring to an appropriate hospital, institution or other community (herein an “Outside Facility”).

It is Our policy to see that You reside in an area of the Community where Your specific needs and the appropriate level of services are available to You. The Community is organized as a “continuing care retirement community” (“CCRC”) where We have made certain assumptions in our planning that You will move seamlessly through a continuum of care and receive the appropriate level of services in the most cost-effective and efficient setting. Our Interdisciplinary Care Team (described in this Agreement) is the team that ultimately makes the determinations of the appropriate level of service for You. In making these determinations, the Interdisciplinary Care Team will consult with You and will review potential reasonable accommodations to allow you to stay on a desired level of service so long as that level of service is appropriate for You. You will not be permitted to remain on a lower level of service if We determine that it may alter the nature of Our Community as a CCRC or if We determine that it may not allow Us to provide You the appropriate level of services needed in your particular circumstances in consideration of Your safety and security and those of other residents of the Community.

You agree that, after You have established Residency, We may transfer You to Bedford Terrace (as described in Section C hereof) or to an Outside Facility, at such time as We, in consultation with the Interdisciplinary Care Team (and in consultation with the Medical Director), determine that such a transfer is necessary for Your well-being. The Interdisciplinary Care Team, in consultation with the Medical Director and You, Your family and/or Your physician, will determine based on its criteria for evaluation and placement whether Your transfer is temporary or permanent.

a. Temporary Transfer

If You are transferred temporarily to Bedford Terrace or an Outside Facility, You may retain Your Residence during Your absence. In that case, You will pay Your regular Monthly Service Fee and the Assisted Living Fee, Memory Support Fee or Health Care Fee (after use of Your Free Days) or the charges of an Outside Facility, as applicable.

If You are transferred temporarily to an Outside Facility for Health Care Services which We are unable to provide in Hadley House solely because of a lack of space, You will receive Free Days in accordance with the foregoing guidelines, limited to the then current per diem Health Care Fee for non-residents, direct-admits, as adjusted from time to time.

b. Permanent Transfer

If You are transferred permanently to Bedford Terrace or an Outside Facility, the following provisions will apply;

- i. Single Occupancy. If You occupy Your Residence by Yourself and it has been determined that such transfer is permanent, You must vacate Your Residence (including removal of Your personal property) within sixty days after the date We give You notice that Your transfer is permanent. When Your Residence has been vacated (including removal of Your personal

---

property), subject to the provisions of subparagraph G.6 hereof, You will no longer be required to pay the Monthly Service Fee; instead, You will pay the Assisted Living Fee, Memory Support Fee, Health Care Fee (after use of Your Free Days) or Outside Facility charges, as applicable, and You will also be responsible for fees and charges for any additional services or items that You may receive.

If You do not vacate Your Residence (including removal of Your personal property) within sixty days of the date We give You notice that Your transfer is permanent, You will be liable to continue to pay (i) the Monthly Service Fee for Your Residence, (ii) the Assisted Living Fee, Memory Support Fee, Health Care Fee (after use of Your Free Days) or Outside Facility charges, as applicable, (iii) any fees and charges for any additional services or items that You may receive, and (iv) Our costs of repossession of the Residence and storage of Your personal property.

- ii. Joint Occupancy. If this is a Joint Residency Agreement, and it has been determined that such transfer is permanent for only one of You, the other Joint Resident will continue to occupy Your Residence. In that case, the remaining Resident will pay the regular single occupancy Monthly Service Fee, and the transferred Resident will pay the Assisted Living Fee, Memory Support Fee, Health Care Fee (after use of Your Free Days) or Outside Facility charges, as applicable, and any fees and charges for any additional services or items that such transferred Resident may receive.

If it has been determined that such transfer is permanent for both of You, You must both vacate Your Residence (including removal of Your personal property from) within fourteen days of the date We give You notice that Your transfer is permanent. If Your Residence has not been vacated by both You (including removal of Your personal property from) within fourteen days of the date We give You notice that Your transfer is permanent, You will both be jointly and severally liable to continue to pay (A) the Monthly Service Fee for Your Residence, (B) the Assisted Living Fee, Memory Support Fee, Health Care Fee (after use of Your Free Days) or Outside Facility charges, as applicable, (C) any fees and charges for any additional services or items that You may receive, and (D) Our costs of repossession of Your Residence and storage of Your personal property.

- iii. Your New "Residence". In the event of any such permanent transfer to Bedford Terrace, such new living accommodations will thereafter be deemed "Your Residence" for all purposes, under this Agreement unless and until You have transferred to another living accommodation in accordance with this Agreement.

## 5. Disposition of Refund

### a. Permanent Transfer to Outside Facility

If You are transferred permanently from Your Residence to an Outside Facility, this Agreement will automatically terminate, and You will receive payment of Your Refund, if any, within sixty days after the later of (i) the date You have physically vacated (including removal of Your personal property from) Your Residence, and (ii) the date a new resident enters into a Residency Agreement with Us and pays Us the then current Entrance Fee for the Residence You have vacated provided, however, that if the residence You have vacated is occupied by a current resident of the Community who is relocating to Your former residence (and, in certain cases, who may be one of a series of several current residents relocating among residences), no refund shall be paid to You until the later of (i) the date You have physically vacated (including removal of all of Your personal property from) Your Residence, and (ii) We receive from a new resident of the Community full payment of

---

the then applicable entrance fee with respect to the residence previously occupied by a relocating current resident. In the event of such termination, if You later recover and wish to occupy a new Residence, You will be required to apply for Residency and, if You are accepted for Residency based upon Our then current criteria for admissions, You will be required to execute a new Residency Agreement. You will not have priority status for such Residency, nor will You have priority status for admission to the Bedford Terrace.

b. Permanent Transfer to Health Services

If You are permanently transferred from Your Residence to Bedford Terrace, You shall receive advance payment of a portion of Your Refund, (if any portion then remains), as follows:

- i. The amount of the payment shall be equal to (A) the amount of Your Refund (as determined in accordance with Section D.1 hereof as though the date of such transfer was the date of termination of Your Residency), less (B) Seven Hundred Thirty (730) days times the per diem Health Care Fee at the rate current on the date of Your permanent transfer to Bedford Terrace.
- ii. If this is a Joint Residency Agreement, there shall be no calculation or payment made until Your Residence is vacated by both of You.
- iii. Upon termination of Your Residency, the amount of Your Refund shall be reduced, dollar for dollar, by the amount of any payment You receive in accordance with this Section (such reduced amount may be referred to from time to time as “Your Remaining Refund” and, unless otherwise indicated, any reference to “Your Refund” shall be deemed to mean such a reduced amount).

If You are permanently transferred from Your Residence to Bedford Terrace, and thereafter Your health improves so that You are able to return to Independent Living, We will provide You with the next available apartment or villa appropriate to Your condition. In such event, You shall pay the difference between (i) the amount of the then current Entrance Fee applicable to Your new Residence, and (ii) the amount of Your Remaining Refund. Thereafter, You will be required to pay the Monthly Service Fee applicable to the residence to which You transfer, as such Fee may be adjusted from time to time in accordance with this Agreement. You will also have priority access over Nonresidents, on a space-availability basis, for re-admission to any other Household or Neighborhood in Bedford Terrace, as may be appropriate for Your benefit.

6. Continuing Responsibility for Residence Vacated

Notwithstanding any other provisions of this Agreement, if You transfer from Your Residence in accordance with the provisions of this Section G, the following provisions shall apply:

- a. You will be responsible for all moving and cleaning costs and the cost of restoring Your vacated residence to its original condition, excluding ordinary wear and tear (Joint Residents shall be jointly and severally liable for such costs);
- b. No payment of any Refund or portion thereof will be made to You until we receive payment of the applicable Entrance Fee from a new resident for the residence You have vacated; provided, however, that if the residence You have vacated is occupied by a current resident of the Community who is relocating to Your former residence (and, in certain cases, who may be one of a series of several current residents relocating among residences), no refund shall be paid to You until the later of (i) the date You have physically vacated (including removal of all of Your personal property from Your Residence, and (ii) We receive from a new resident of the Community full payment of the then

---

applicable entrance fee with respect to the residence previously occupied by a relocating current resident, and

- c. You will continue to pay the Monthly Service Fee (and the Second Person Monthly Service Fee if applicable) relative to Your vacated residence (in addition to all other Fees described above) until We receive payment of an Entrance Fee from a new resident for Your vacated residence (or an existing resident transfers to Your Residence); provided that, unless this Agreement is terminated in accordance with Section F hereof, You will not be responsible to pay such Fee for more than sixty days (pro-rated) after You have physically vacated (including removal of all of Your personal property from) Your Residence.

## **H. REASSIGNMENT OF A RESIDENCE**

- 1. We may reassign Your Residence to a different resident upon the occurrence of any of the following:
  - a. Your failure to establish Residency within the time frame prescribed in Section B.2 of this Agreement.
  - b. The permanent vacancy of Your Residence by every Resident having a present right to reside there. A permanent vacancy is considered to exist if:
    - i. This Agreement is rescinded, or Your Residency is otherwise terminated, and Your Residence is vacated (including removal of all personal property) by every Resident having a present right to reside there, or
    - ii. You (or the last remaining Joint Resident in the case of Joint Residency) are admitted permanently to Bedford Terrace or an Outside Facility.
  - c. Should We require Your Residence to make improvements to the campus for the benefit of the community such as in the case of an expansion or other building project.
- 2. Except as otherwise provided in this Agreement, if You use Bedford Terrace or an Outside Facility on a temporary basis, You will retain possession, rights and privileges for use of Your Residence during that period.

## **I. DISPOSITION OF PROPERTY**

In the event of termination or rescission of this Agreement or Your permanent transfer from Your Residence, all of Your personal property must be removed from Your Residence within sixty days thereof. If after that sixty day period such property is not removed, We will have the right to remove the property from Your Residence and to charge You for the actual cost of storing, insuring, transporting and preserving the property, such costs not to be less than fifty dollars (\$50.00) per month. We will have a lien in such property to the extent of such costs and the costs of recovering same.

## **J. FINANCIAL OBLIGATIONS AND SUBSIDIES**

Your timely payment of all fees and other charges under this Agreement is a condition of Your Residency at the Community, and failure to pay any such fees and charges will constitute "Good Cause" for termination of Your Residency. However, We may grant You a subsidy to assist You in the payment of a portion of such fees or charges in the event We determine, in Our sole and absolute discretion, that such subsidy is appropriate. Any such subsidy will be made in accordance with Our policies and procedures then in effect,

---

which may be changed from time to time. In no event will any such subsidy be given to any resident who impairs his or her ability to meet financial obligations, whether by gratuitous transfer (to Your children or to any other person or entity) or incurrence of unusual, unnecessary or extraordinary expenditures or obligations, as determined by Us in Our sole and absolute discretion. No subsidy will be granted to a remaining Joint Resident if the first Joint Resident to die, or withdraw, fails to provide for the remaining Joint Resident as more fully set forth in Section V below. You agree to provide Us with such financial and other information and documentation as We may request, from time to time, in Our sole and absolute discretion, to determine Your eligibility for such subsidy in accordance with the foregoing. In the event any such subsidy is granted to You, You agree as follows:

1. You will remain obligated to reimburse Us for the full amount of such subsidy, which will remain Your obligation upon termination of this Agreement and may be satisfied from or offset against any refund or other sums We may owe to You. To the extent such obligation is not satisfied as of the time of Your death, You hereby agree that it will be an obligation of Your estate.
2. You agree to accept such level of accommodations as We deem necessary, in Our sole and absolute discretion, so as not to impair Our ability to meet Our financial obligations and otherwise operate the Community on a sound financial basis, in Our sole and absolute discretion. You agree that such accommodations may be smaller or otherwise different from Your Residence if We deem it necessary or appropriate.
3. You acknowledge that We are under no obligation to make or to continue any such subsidy, and that We may discontinue any such subsidy at any time in Our sole and absolute discretion.

In consideration of Our acceptance of You for Residency under this Agreement, You hereby agree not to take any action, or to omit to take any actions, so as to impair Your ability to meet Your financial obligations under this Agreement, whether by gratuitous transfer to any person or entity or to incur any unusual, unnecessary or extraordinary expenditures or obligations. Expenditures for private duty personnel can be, in certain circumstances, deemed unnecessary or extraordinary. Any such act or omission by You (or in Your behalf by Your personal representative, agent or other authorized person) shall be deemed a “material breach” of this Agreement as contemplated under Section F.2 hereof.

#### **K. NATURE OF PAYMENTS**

You and We acknowledge that the payments made by You to Us under this Agreement are intended solely as compensation to Us for providing You with residency and services, and that such payments are not intended to be a loan. However, We have not provided, nor shall We provide, any advice to You in this regard, and We urge You to seek advice and counsel from Your own legal and tax advisors regarding these matters and any income or other tax implications relating to such payments or otherwise relating to this Agreement.

#### **L. PERSONAL REPRESENTATIVE FOR INCAPACITY**

We strongly encourage You to make arrangements before You move into Your Residence whereby Your affairs will be managed by attorneys-in-fact or other agents with legal authority to handle your personal, health, legal and business matters (collectively Your “personal representatives”) if You become incapacitated. You agree to have a financial power of attorney in place at all times while a resident of the Community. You agree to provide Us with the name, address and telephone number of each of Your personal representatives before You move into Your Residence, and to inform Us of any change in the identity of Your personal representatives. You also agree that either You or Your personal representatives will inform Us when Your personal representatives assume responsibility for managing Your personal, health, legal or business affairs. You agree to reimburse Us for all expenses which We may incur as the result of Your having failed to make

---

or to keep such arrangements in place. Although We Undertake no obligation to do so, You agree to reimburse Us for all expenses which We may incur as the result of Your having failed to make or to keep such arrangements in place, including, but not limited to, the cost of obtaining a guardian of Your person or a conservator to manage Your estate.

**M. RIGHT OF ENTRY**

You agree to give Us and Our authorized team members and agents the right of entry into Your Residence at all reasonable times (after making arrangements with You if reasonably practicable) for inspection, maintenance and housekeeping or storage purposes, and at any time for emergencies.

**N. LOSS OR DAMAGE TO PROPERTY OR PERSON**

1. We will not be responsible for the loss or damage of any of Your personal property due to routine maintenance, housekeeping activities, theft, fire, other casualty or any other cause. Our insurance policy(ies) shall not protect You against loss or damage to Your personal property. You may desire to obtain such policy(ies) of insurance as may be appropriate to provide against theft, fire or other casualty to Your personal property.
2. You agree that neither We nor Our agents or team members will be liable for death or injury not caused by Our active negligence.
3. You agree to indemnify and hold Us and Our agents and team members harmless from and against any and all claims, demands, actions and causes of action (including any costs and attorney's fees), whether from injury to person, loss of life or damage to property, occurring in or about Your Residence or involving You anywhere else at the Community, but only to the extent actually caused by Your negligence.

**O. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement, including the Application for Residency (including, without limitation, the health, financial and other related documentation You provide Us), comprise the entire Agreement between You and Us. You agree that You are not relying upon any oral statements or representations made by Us which are not also set forth in this written Agreement. No amendment or special provision of this Agreement will be valid or enforceable unless set forth in a written document executed by all Residents who are parties hereto and on behalf of WindsorMeade by its President. We reserve the right to modify the Agreement unilaterally in order to conform to changes in the law or applicable regulations and to modify unilaterally Our rules, regulations, policies and procedures.

**P. SEVERABILITY**

Except as otherwise specifically provided in this Agreement, the invalidity or amendment of any restriction, condition or other provision of this Agreement, or any part thereof, shall not impair or affect in any way the validity, enforceability or effect of the rest of this Agreement.

**Q. GOVERNING LAW AND COST OF ENFORCEMENT**

This Agreement is made in Virginia, and it shall be governed and construed, in all respects, in accordance with the laws of the Commonwealth of Virginia. In the event of a dispute concerning the performance of this Agreement, the substantially prevailing party shall be allowed to collect from the other party their court costs and reasonable attorney fees in such dispute.

---

## **R. INSURANCE**

You agree to maintain health insurance coverage under Parts A and B of the Medicare Program; provided that, if You are not eligible for such coverage, You agree to obtain equivalent coverage in such amounts and from such carrier(s) as may be reasonably acceptable to Us.

## **S. NON-WAIVER OF BREACH**

If in one or more instances We fail to insist that You perform any of Your obligations under this Agreement, such failure shall not be construed as a waiver of any past, present or future rights We have under this Agreement; Your obligations shall nevertheless continue in full force and effect.

## **T. NO OWNERSHIP INTEREST**

The rights and privileges granted to You by this Agreement do not include any leasehold rights or interests nor include any right, title or interest in any part of the personal property, land, buildings or improvements owned or administered by Us. Your rights are primarily for services, with a contractual right of residency. Any rights, privileges or benefits under this Agreement or any interest or contractual rights of any nature in the Community, including the right to any refund of the Entrance Fee, Your Refund or other benefit or payment hereunder, are and shall be subordinate in priority, right, claim and interest to any lien, charge, mortgage or other security interest or agreement now or hereafter placed on or affecting WindsorMeade or any of WindsorMeade's real or personal property, and to any amendment, modification, replacement or refunding thereof.

## **U. ASSIGNABILITY**

You may not assign Your rights or obligations hereunder, in whole or in part, nor may You subcontract Your right to reside in Your Residence, under any circumstances. We shall have the right to assign Our rights and obligations hereunder in whole or in part to any successor owner or lender, either outright or as security for any indebtedness of WindsorMeade, without Your consent. The transfer of ownership of WindsorMeade, or any part thereof, shall not be deemed a termination of this Agreement.

## **V. JOINT AND SEVERAL LIABILITY**

If this is a Joint Residency Agreement, each Joint Resident hereby agrees (i) to be bound jointly and severally by the terms and conditions hereof, (ii) to make provision in his or her respective estate planning documents (whether by will, trust, survivorship, pay-on-death, beneficiary designation or other designation) to satisfy the continuing obligations of the remaining Joint Resident under this Agreement after the death of the first Joint Resident to die, and (iii) that such obligations shall become an obligation of his or her estate. You hereby agree to provide us from time to time, upon Our request, with written evidence satisfactory to Us of Your compliance with Your obligations under this Paragraph. In the event that one Joint Resident no longer resides at the Community, each of You, as Joint Residents, shall remain jointly liable for the full performance of this Agreement (including but not limited to payment for expenses of the other Joint Resident) even in the event of death, divorce, legal or actual separation. Any contrary provision of this Agreement notwithstanding, should one of You, as Joint Resident, die or withdraw without making provisions for the remaining Joint Resident sufficient to permit the surviving Joint Resident to independently financially qualify as a Resident after the Joint Resident's death or withdrawal, then, in addition to being in breach of this Agreement affecting both Joint Residents, You agree that the remaining Joint Resident shall have a claim against Your estate and against any person to whom You made a transfer in violation of the duty to support Your Joint Resident under this Agreement. You acknowledge that We would not enter into this Agreement but for the assurances of both Joint Residents that each would provide for the remaining Joint Resident, and You acknowledge that one



---

Joint Resident's failure to do so for the other is a material breach of this Agreement constituting good cause for termination of this Agreement by Us and otherwise excusing Our further performance of this Agreement. This Section V shall survive the termination of this Agreement.

WITNESS THE SIGNATURES of the parties.

**RESIDENT(S):**

Date:

\_\_\_\_\_  
Resident Signature

Date:

\_\_\_\_\_  
Joint Resident Signature (if applicable)

**WINDSORMEADE WILLIAMSBURG**

By: \_\_\_\_\_

Title: \_\_\_\_\_

---

**SCHEDULE A  
TO RESIDENCY AGREEMENT  
WINDSORMEADE WILLIAMSBURG  
AMENITIES AND SERVICES\***

**Summary of Amenities**

1. club room and private dining venue;
2. communication channel/monthly newsletter;
3. library/business center;
4. access to meeting space/activity rooms;
5. salon services;
6. fitness center with pool, spa, juice bar, exercise studio;
7. bistro, formal dining room, take out, bar/clubroom;
8. tennis courts, bocce court;
9. building access system;
10. resident garden area;
11. health and wellness center with on-site physician services;
12. rehabilitation therapy;
13. gated community with 24 hour security;
14. housekeeping and maintenance services;
15. lawn care;
16. priority access to Bedford Terrace;
17. free days (lifetime), per contract;
18. transportation;
19. planned activities and outings;
20. catering services;
21. club house;
22. woodworking shop;
23. massage therapy;
24. car detailing;
25. personal laundry services;
26. hospitality and concierge services;
27. guest suites;
28. dietician services;
29. dry cleaning pick up;
30. art gallery;
31. Wi-Fi in select common spaces.

\* NOTE: The amenities, services and fees described in this Schedule A may be modified from time to time or eliminated, as may be deemed appropriate; provided, however, that residents will be given at least 30 days advance notice of any such changes.

---

**Schedule A (Continued)**

**INDEPENDENT LIVING SERVICES**

**Services Included in Monthly Service Fee  
(Subject to change with 30 days' notice)**

**Summary of Services**

1. meal allowance, per resident, per month at the prevailing community rate schedule;
2. weekly light housekeeping, to include mopping of kitchens and bathrooms, light dusting, vacuuming, wiping of exposed kitchen surfaces and general cleaning of bathroom areas including sinks, tubs, showers, toilets and mirrors;
3. nursing on call 24 hours per day for emergencies;
4. water and sewer;
5. gas and electric services, apartments included, villas pay prevailing vendor rate;
6. trash disposal and recycling services;
7. pest control services;
8. maintenance of common spaces, grounds and lawn care;
9. maintenance of Residences including repair of appliances provided by WindsorMeade;
10. two hours of personal maintenance service within the first two weeks following move-in for picture hanging and furniture arrangement. Supplies not included. Hours not used are not carried over for future use;
11. 24-hour security;
12. emergency call system monitoring, 24 hrs a day;
13. daily check-in system;
14. regularly scheduled social, cultural, educational, wellness and recreational programs;
15. access to Fitness Center, pool and tennis courts;
16. medical transportation within a 10-mile radius for routine, non-emergency medical care;
17. transportation to regularly scheduled shopping trips and planned events and activities;
18. concierge services;
19. access to woodworking shop and garden area;
20. access to library, resident business center and spiritual programs;
21. use of common area facilities (some require scheduling);
22. limited medical meal delivery service (up to five days);
23. preventative health services at the Wellness Center, to include minor first aid, regular blood pressure checks, temperature and pulse checks, maintenance of health records;
24. access to Bedford Terrace, including Respite Care, per contract;
25. assistance with the coordination of home health, companion, and other support services;
26. Wi-Fi in select common areas.

---

**Schedule A (Continued)**

**INDEPENDENT LIVING SERVICES**

**Additional Services  
Available at an Additional Cost**

1. additional housekeeping (beyond weekly light housekeeping service) at an hourly rate to be established;
2. on site physician services (physician must have a service agreement with WindsorMeade; fee for services made directly between resident and physician);
3. alternative therapies, such as massage (prevailing vendor rates);
4. salon services (prevailing vendor rates);
5. basic cable TV (billed monthly at community rate);
6. premium cable TV service (prevailing vendor rates);
7. catered meal functions (varies with menu choices and location);
8. guest suites (based on availability);
9. personal laundry services (wash, dry, and fold);
10. rehabilitation services based on prevailing rates;
11. repair of personal appliances, lamps, etc. (fee based per hour plus parts);
12. special programs, concert tickets, catered trips;
13. telephone (prevailing vendor rates);
14. internet (prevailing vendor rates);
15. long term care insurance review and filing, at prevailing community rate;
16. meals in excess of the monthly meal allowance;
17. hospitality services (mail pick up, water plants, automobile jump start);
18. dietary consultation;
19. room set up fee (varies by location);
20. gas and electric services, villas pay prevailing vendor rate, apartments included;
21. medical supplies and additional services received in the Wellness Center, per contract;
22. medical transportation outside a 10-mile radius;
23. private transportation;
24. on site flu and pneumonia vaccinations (billed to Medicare).

---

**Schedule A (Continued)**

**ASSISTED LIVING TIERS – ABINGDON NEIGHBORHOOD**

**Services Included in Monthly Service Fee  
(Subject to change with 30 days notice)**

**Assisted Living Tier 1:**

This tier indicates a need for the lowest level of assistance from team members to function independently in daily routines. Typically, residents will not need assistance with the physical aspects of daily living but will need some supervision.

**Assisted Living Tier 2:**

This tier indicates a need for minimal assistance from team members to function independently in daily routines. Residents may receive some supervision and assistance with the physical aspects of daily living but can manage the majority of his or her own needs.

**Assisted Living Tier 3:**

This tier indicates a need for limited assistance from team members to function in daily routines. Residents are unable to safely live independently and require supervision and assistance with the physical aspects of daily living, orientation and cueing to maintain this level of independence.

**Assisted Living Tier 4:**

This tier indicates a need for greater assistance from team members to function in daily routines. Resident is unable to safely live independently and requires greater supervision and assistance with the physical aspects of daily living, behavior patterns, orientation and cueing to maintain this level of independence.

**Assisted Living Tier 5:**

This tier indicates a need for substantial assistance from team members to function in daily routines. Resident is dependent on others and requires significant supervision with the physical aspects of daily living, continual cueing for orientation and behavior to maintain this level of independence.

**Assisted Living Tier 6:**

This tier indicates a need for extensive assistance from team members to function in daily routines. Resident is completely dependent on others for all aspects of daily living and may be prioritized for a level of service change.

---

**Schedule A (Continued)**

**ASSISTED LIVING SERVICES – ABINGDON NEIGHBORHOOD**

**Services Included in Monthly Service Fee  
(Subject to change with 30 days notice)**

1. three meals per day in the dining room, plus snacks and beverages;
2. weekly housekeeping to include linen change;
3. nursing assistance and monitoring 24 hours per day;
4. water, sewer, electric, heating and cooling;
5. trash disposal;
6. pest control services;
7. maintenance of apartment and grounds;
8. one hour of personal maintenance service within the first week following move-in for picture hanging and furniture arrangement. Supplies not included. Hours not used are not carried over for future use;
9. special diets, if ordered by physician;
10. 24-hour security;
11. scheduled life enhancement opportunities;
12. medical transportation within a 10-mile radius;
13. transportation to regularly scheduled shopping trips and planned events and activities;
14. use of bistro, wellness center, outdoor terrace or patio, wood and garden shop and library;
15. use of common areas space (some require scheduling);
16. use of laundry facilities;
17. wireless internet;
18. basic cable TV;
19. telephone service.

---

**Schedule A (Continued)**

**ASSISTED LIVING SERVICES – ABINGDON NEIGHBORHOOD**

**Additional Services  
Available at an Additional Cost**

1. housekeeping beyond weekly service at prevailing community rates;
2. on site physician services (physician must have a service agreement with WindsorMeade; fee for services made directly between resident and physician);
3. alternative therapies, such as massage (prevailing vendor rates);
4. salon services (prevailing vendor rates);
5. medical supplies and dressings;
6. premium cable TV service (prevailing vendor rates);
7. catered meal functions (varies with menu choices and location);
8. guest suites (based on availability);
9. personal laundry services (wash, dry, and fold);
10. rehabilitation services based on prevailing rates;
11. special programs, concert tickets, catered trips;
12. mobility alert/wander management equipment;
13. incontinence services (supplies are applicable to the Partial Fee);
14. pharmaceutical services;
15. long term care review and filing, at prevailing community rate;
16. private transportation (prevailing community rates, based on availability);
17. dry cleaning services (prevailing vendor rates);
18. guest meals;
19. wound care;
20. medical equipment rental;
21. formal dining room;
22. medication management;
23. bed;
24. bedside table;
25. bedside light;
26. comfortable chair; and
27. dresser with drawers.

---

**Schedule A (Continued)**

**MEMORY SUPPORT SERVICES – MANCHESTER HOUSE**

**Services Included in Monthly Service Fee  
(Subject to change with 30 days notice)**

1. three meals per day in the dining room, plus snacks and beverages;
2. daily housekeeping to include as needed/weekly linen change;
3. nursing assistance and monitoring 24 hours per day;
4. water, sewer, electric, heating and cooling;
5. trash disposal;
6. pest control services;
7. maintenance of apartment and grounds;
8. one hour of personal maintenance service within the first week following move-in for picture hanging and furniture arrangement. Supplies not included. Hours not used are not carried over for future use;
9. special diets, if ordered by physician;
10. 24-hour security;
11. scheduled life enhancement opportunities;
12. medical transportation within a 10-mile radius;
13. transportation to regularly scheduled shopping trips and planned events and activities;
14. use of bistro, wellness center, outdoor terrace, patio, memory support garden and library;
15. use of common areas space (some require scheduling);
16. use of laundry facilities;
17. wireless internet;
18. medication management;
19. telephone service.



---

**Schedule A (Continued)**

**MEMORY SUPPORT SERVICES – MANCHESTER HOUSE**

**Additional Services  
Available at an Additional Cost**

1. housekeeping beyond daily service at prevailing community rates;
2. on site physician services (physician must have a service agreement with WindsorMeade; fee for services made directly between resident and physician);
3. alternative therapies, such as massage (prevailing vendor rates);
4. salon services (prevailing vendor rates);
5. medical supplies and dressings;
6. premium cable TV service (prevailing vendor rates);
7. catered meal functions (varies with menu choices and location);
8. guest suites (based on availability);
9. personal laundry services (wash, dry, and fold);
10. rehabilitation services based on prevailing rates;
11. special programs, concert tickets, catered trips;
12. mobility alert/wander management equipment;
13. incontinence services (supplies are applicable to the Partial Fee);
14. pharmaceutical services;
15. long term care review and filing, at prevailing community rate;
16. private transportation (prevailing community rates, based on availability);
17. dry cleaning services (prevailing vendor rates);
18. guest meals;
19. wound care;
20. medical equipment rental;
21. formal dining room;
22. bed;
23. bedside table;
24. bedside light;
25. comfortable chair; and
26. dresser with drawers.

---

**Schedule A (Continued)**

**HEALTH CARE SERVICES – HADLEY HOUSE**

**Services Included in Monthly Service Fee  
(Subject to change with 30 days notice)**

1. three meals per day, plus snacks and beverages;
2. dietary consultation;
3. daily light housekeeping;
4. linen changes weekly and as needed;
5. nursing assistance and monitoring 24 hours per day;
6. medication administration;
7. water, sewer, electric, heating and cooling;
8. trash disposal;
9. pest control services;
10. basic cable TV;
11. maintenance of apartment and grounds;
12. special diets, if ordered by physician;
13. 24-hour security;
14. regularly scheduled social, cultural, spiritual, educational, wellness and recreational programs;
15. medical transportation within a 10-mile radius for routine, non-emergency medical care;
16. transportation to regularly scheduled shopping trips and planned special events;
17. use of bistro, formal dining room, outdoor terrace and patio, garden area and library;
18. use of common areas facilities (some require scheduling);
19. use of laundry facilities;
20. access to Wellness Center;
21. computer access;
22. Wi-Fi in select common spaces;
23. telephone service;
24. bed;
25. bed-side table;
26. chair.

---

**Schedule A (Continued)**

**HEALTH CARE SERVICES – HADLEY HOUSE**

**Additional Services  
Available at an Additional Cost**

1. on site physician services (physician must have a service agreement with WindsorMeade; fee for services made directly between resident and physician);
2. alternative therapies, such as massage (prevailing vendor rates);
3. salon services (prevailing vendor rates);
4. wound care;
5. medical supplies and dressings;
6. premium cable TV service (prevailing vendor rates);
7. catered meal functions (varies with menu choices and location);
8. guest suites (based on availability);
9. personal laundry service (wash, dry, and fold);
10. rehabilitation services based on prevailing rates;
11. special programs, concert tickets, catered trips;
12. mobility alert equipment;
13. incontinence care (supplies are applicable to the Partial Fee);
14. private transportation (prevailing community rates, based on availability);
15. pharmaceutical services;
16. long term care insurance review and filing, at prevailing community rate;
17. guest meals;
18. dry cleaning services (prevailing vendor rates);
19. medical equipment rental (such as oxygen concentrator and tanks).

---

**SCHEDULE A (Continued)**

**BEDFORD TERRACE  
2022-2023 FEE SCHEDULE**

<b>Abingdon Neighborhood-Assisted Living</b>	
Base Monthly Fee	\$5,805.00
<b>Assisted Living Additional Monthly Services Tier Fees</b>	
Tier 1 Services	\$830.00
Tier 2 Services	\$1,660.00
Tier 3 Services	\$2,490.00
Tier 4 Services	\$3,320.00
Tier 5 Services	\$4,150.00
Tier 6 Services	\$4,980.00
<b>Assisted Living Additional Monthly Medication Management Fees</b>	
Medication Management – Tier 1 (1-2 Medications)	\$325.00
Medication Management – Tier 2 (3-6 Medications)	\$405.00
Medication Management – Tier 3 (More than 6 Medications)	\$510.00
<b>Manchester House-Memory Support Services</b>	
Monthly Fee (Private)	\$7,910.00
<b>Hadley House-Health Care Services</b>	
Daily Fees (Private)	
Rooms 1-10	\$421.00
Rooms 11-22	\$434.00
<p>These fees are applicable to Residency Agreement Residents only and are subject to change in thirty (30) days advance written notice.</p>	

---

**SCHEDULE A (Continued)**  
**WINDSORMEADE WILLIAMSBURG**

**DESCRIPTION OF  
SERVICES TO RESIDENTS**

The following is a description of the Services which are presently offered to Independent Living Residents at WindsorMeade. Except as otherwise stated, the Monthly Service Fee covers the cost of these Services. A Resident Handbook is provided with additional details concerning all WindsorMeade Programs and Services.

A. Meals:

Meals will be available in WindsorMeade's dining venues seven days a week. The hours of operation of these venues will be published in the Resident Handbook. Residents may use their monthly meal allowance, at their own discretion, to cover the cost of such meals. Meal purchases beyond the monthly meal allowance will be charged to the resident's monthly statement at the published menu prices. Guest meals, carryout and home delivery service may also be charged against the resident's monthly meal allowance.

Catering and Special Event Services will be available through the Dining Services Department. Service charges and fees will apply. Residents may not charge these services against their monthly meal allowance.

WindsorMeade will make reasonable efforts to accommodate special diets as prescribed by a resident's physician as a medical necessity.

Limited Medical Meal Delivery Service will be available to the residence of an ill resident with the approval of the Executive Director and a Health and Wellness Center nurse. A delivery fee will be charged only after such service has been provided to such resident for more than five (5) consecutive days.

Guests are welcome to dine in WindsorMeade's dining venues. A reservation policy has been established in the Resident Handbook.

B. Housekeeping:

WindsorMeade residents are expected to maintain their own residences in a clean, sanitary, safe and orderly condition, and WindsorMeade will provide weekly light housekeeping to assist residents in this regard. The weekly service will include (i) mopping of hard surface floors, (ii) vacuuming carpeting, (iii) cleaning and sanitizing showers, tubs, lavatories, kitchen sink and all countertops, (iv) cleaning the exterior of vanities and kitchen cabinets and (v) cleaning exterior surfaces of kitchen appliances, (vi) light dusting. In addition, windows will be cleaned as scheduled.

Additional or more frequent housekeeping is available upon request, at an additional charge.

C. Laundry

Each residence is equipped with a washer and dryer. Personal laundry assistance will be provided at an additional fee. Dry cleaning pick-up and drop-off services will be provided on a scheduled basis with local cleaners, subject to availability.

---

D. Utilities

Apartments in the Windsor Hall will have water, sewer, electricity, heating, cooling and trash service, the cost of which is covered by the Monthly Service Fee.

Villas have water, sewer and trash service, the cost of which is covered by the Monthly Service Fee. Electricity and gas are separately metered for each villa and will be charged directly by the provider.

Each residence will be wired for cable T.V. Such service will be available at an additional charge.

Each residence will be wired for up to two (2) telephone lines. Additional telephone lines may be available at an additional fee. Telephone service will be available at an additional charge directly by the provider.

Each residence will be wired for in-home computer use. High-speed Internet access is available at an additional charge by an outside provider.

E. Maintenance

WindsorMeade will maintain each residence and all provided appliances.

WindsorMeade will maintain all community common areas.

WindsorMeade will maintain all landscaping and grounds. Residents are welcome to plant personal gardens within designated planting areas.

F. Transportation

WindsorMeade will provide scheduled transportation for local shopping trips and local medical/dental appointments. Additional transportation service outside of regularly scheduled routes may be available at an additional charge.

G. Security

WindsorMeade will provide reasonable security measures, including a 24-hour resident emergency call system, a resident check-in system and monitoring of the WindsorMeade grounds and facilities by security personnel.

H. Storage Space

Residents who occupy an Apartment will be assigned one (1) storage locker, the cost of which is included in the Monthly Service Fee. State and local fire regulations restrict what may be stored, and the manner in which it may be stored, in such storage lockers. Guidelines for use of storage space will be provided in a Resident Handbook.

I. Social-Recreational Activities

WindsorMeade will have a program of activities designed to meet the spiritual, physical, social, recreational and intellectual needs of WindsorMeade residents. Residents are welcome to participate in these activities, as they may desire. Some events may involve an additional charge.

---

J. Guests

Guest rooms shall be provided for visitors on a reserved basis, at an additional fee, subject to availability.

K. Health and Wellness Program

Your Monthly Service Fee covers access to the Health and Wellness programs at WindsorMeade. The programs include:

- Scheduled Health Education programs;
- Health and well-being assessments in our Wellness Center;
- Access to Fitness Center and pool during open hours;
- Scheduled fitness, exercise and water activities classes;
- Preventative Health Services such as regular blood pressure check, temperature and pulse checks and minor first aid.

In addition, a variety of fitness programs, wellness services and consultation services may be available at an additional fee.

WindsorMeade may provide additional services in the future, or may modify or eliminate existing services from time to time, as may be deemed appropriate (i.e., if there is an insufficient level of resident interest or participation); provided, however, that residents will be given at least 30 days advance notice of any such change.

---

**WINDSORMEADE WILLIAMSBURG**

**SCHEDULE B TO RESIDENCY AGREEMENT**

**ASSIGNMENT OF REFUND TO TRUST**

The undersigned Resident (the “Resident”) hereby assigns, grants and conveys unto the Trustee(s) (from time to time the “Trustee” or the “Assignee”) of the Trust described below all right, title and interest in and to any and all refunds (collectively the “Refund”) the Resident is entitled to receive under that certain Residency Agreement (the “Residency Agreement”) between the Resident and WindsorMeade Williamsburg (“WindsorMeade”) dated \_\_\_\_\_, 20\_\_\_\_.

Name of Assignee/Trustee(s): Enter Name(s) of Assignee/Trustee(s)

Name of Trust: Enter Name of Trust

Effective Date of Trust: Enter Effective Date of Trust

The Resident hereby acknowledges that, with regard to this Assignment:

- (1) It shall be the Resident’s duty to notify WindsorMeade in writing regarding any change in the identity of any Trustee;
- (2) Upon request by WindsorMeade, the Resident (or the Trustees) shall provide written assurance satisfactory to WindsorMeade regarding continuing validity of each of the Trust and the identities and authority of the Trustee(s); and
- (3) In the event of any confusion regarding the correct identity of any such Trustee(s) or Trust at the time such Refund payment is due, WindsorMeade shall be entitled, in its sole and absolute discretion, to distribute such Refund to the estate of the Resident without liability to any person or entity.

The Resident hereby acknowledges that WindsorMeade is accepting this Assignment as a convenience to the Resident and, on behalf of the Resident and the Resident’s heirs, distributees, beneficiaries, personal representatives, successors and assignees, the Resident hereby releases WindsorMeade and agrees to indemnify and save WindsorMeade harmless of and from any and all claims and other liability as may arise in connection with WindsorMeade’s compliance with the instructions contained herein. The Resident acknowledges that all of WindsorMeade’s rights and remedies hereunder shall devolve to WindsorMeade’s successors and assigns.

WITNESS the signatures of the parties.

**RESIDENT:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature



---

TRUSTEE(S):

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Trustee's Signature (if applicable)

**WINDSORMEADE WILLIAMSBURG  
PINNACLE LIVING**

\_\_\_\_\_  
Date

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

---

**WINDSORMEADE WILLIAMSBURG  
SCHEDULE B TO JOINT RESIDENCY AGREEMENT**

**ASSIGNMENT OF REFUND TO TWO TRUSTS**

The undersigned Joint Residents (the “Residents”) hereby assign, grant and convey unto the Trustee(s) (from time to time the “Trustee” or the “Assignee”) of the Trusts, in the percentage allocations, as described below, all right, title and interest in and to any and all refunds (collectively the “Refund”) the Residents are entitled to receive under that certain Joint Residency Agreement (the “Residency Agreement”) between the Residents and WindsorMeade Williamsburg (“WindsorMeade”) dated \_\_\_\_\_, 20\_\_\_\_.

**Percentage\* of the Refund to be allocated to the following First Trust ( \_\_\_\_\_ %):**

Name of Assignee/Trustee(s): Enter Name(s) of Assignee/Trustee(s)

Name of Trust: Enter Name of Trust

Effective Date of Trust: Enter Effective Date of Trust

**Percentage\* of the Refund to be allocated to the following Second Trust ( \_\_\_\_\_ %):**

Name of Assignee/Trustee(s): Enter Name(s) of Assignee/Trustee(s)

Name of Trust: Enter Name of Trust

Effective Date of Trust: Enter Effective Date of Trust

\* *If a Percentage is not stated for both Trusts, or if the sum of the Percentages stated is a value other than 100%, the Refund shall be allocated 50% to each Trust.*

The Residents hereby acknowledge that, with regard to this Assignment:

- (1) It shall be the Residents’ duty to notify WindsorMeade in writing regarding any change in the identity of any of the Trustees;
- (2) Upon request by WindsorMeade, the Residents (or the Trustees) shall provide written assurance satisfactory to WindsorMeade regarding continuing validity of each of the Trusts and the identities and authority of the Trustee(s) of the respective Trusts; and
- (3) In the event of any confusion regarding the correct identity of any such Trustee(s) or Trust(s) at the time the Refund payment is due, WindsorMeade shall be entitled, in its sole and absolute discretion, to distribute such Refund to the respective estates of the Residents without liability to any person or entity.

The Residents hereby acknowledge that WindsorMeade is accepting this Assignment as a convenience to the Residents and, on behalf of the Residents and the Residents’ heirs, distributees, beneficiaries, personal representatives, successors and assignees, the Residents hereby release WindsorMeade and agree to indemnify and save WindsorMeade harmless of and from any and all claims and other liability as may arise in connection with WindsorMeade’s compliance with the instructions contained herein. The

---

Residents acknowledge that all of WindsorMeade’s rights and remedies hereunder shall devolve to WindsorMeade’s successors and assigns.

Any rescission by either Resident of the Residency Agreement will be deemed a rescission by both Residents; provided that the other Resident may enter into a new Residency Agreement so long as such other Resident then satisfies Our then current admissions criteria independently.

As used herein, the term “Resident” shall refer to each Joint Resident individually and to both Joint Residents together, as the context may dictate, and both Residents agree to be bound jointly and severally by the terms and conditions hereof.

WITNESS the signatures of the parties.

**RESIDENTS:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

**TRUSTEE(S) OF FIRST TRUST:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Trustee’s Signature (if applicable)

**TRUSTEE(S) OF SECOND TRUST:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Trustee’s Signature (if applicable)

**WINDSORMEADE WILLIAMSBURG  
PINNACLE LIVING**

\_\_\_\_\_  
Date

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

---

---

---

# WindsorMeade

PINNACLE LIVING

**CERTIFICATE OF ENTRANCE**

**September 2022**

---

---

**WINDSORMEADE WILLIAMSBURG**

**CERTIFICATE OF ENTRANCE**

This Certificate of Entrance, executed by Insert Name of Resident (the “Resident”) and WindsorMeade Williamsburg (“WindsorMeade”) this        day of        ,        , evidences that the Resident entered WindsorMeade on the date hereof pursuant to that certain Residency Agreement made and entered into between the Resident and WindsorMeade (the “parties”).

The parties acknowledge and agree that this date shall be considered the date of Resident’s entrance to the community for all purposes contemplated in the Residency Agreement.

WITNESS the following signatures:

\_\_\_\_\_  
Resident’s Signature

\_\_\_\_\_  
Joint Resident’s Signature

\_\_\_\_\_  
Print Resident’s Name

\_\_\_\_\_  
Print Joint Resident’s Name

WINDSORMEADE WILLIAMSBURG

Date: \_\_\_\_\_

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

---

---



---

# WindsorMeade

PINNACLE LIVING

## **SURETY AGREEMENT**

**September 2022**

---

---

**WINDSORMEADE WILLIAMSBURG**  
**SURETY AGREEMENT**

\_\_\_\_\_  
Name of Resident

In consideration of WindsorMeade Williamsburg (“WindsorMeade”) agreeing to accept the Resident named above (the “Resident”) as a resident of WindsorMeade in accordance with the terms and conditions set forth in the attached Residency Agreement (the “Residency Agreement”), I, the undersigned, do hereby enter myself as surety of the Resident’s obligations under the Residency Agreement, and unconditionally promise and agree to pay to WindsorMeade all fees, costs and expenses required to be paid to WindsorMeade in accordance with the Residency Agreement. I hereby acknowledge that I have received a copy of the Residency Agreement, that I have read it and understand all of its terms and conditions, that I have been advised to review it with my own legal advisor and have been given sufficient opportunity to do so, and that I hereby expressly consent and agree to all the terms, conditions and provisions thereof.

I hereby warrant and represent that I have personal assets to support the Resident’s financial obligations under the Residency Agreement. I hereby agree to provide WindsorMeade with updated personal financial statements from time to time upon WindsorMeade’s request, in such form and content as WindsorMeade may request, and I hereby agree to inform WindsorMeade in the event of any material change in my financial situation without waiting for WindsorMeade to request such information. I hereby acknowledge that my promises made herein, and the information contained in the statements I have provided and will provide to WindsorMeade, have substantially induced WindsorMeade to accept the Resident for residency at the Community, and that any material misstatements made therein, or in any other statement or other information I provide to WindsorMeade, shall constitute good cause for WindsorMeade to terminate the Residency Agreement, in addition to any other remedies available to WindsorMeade hereunder or otherwise at law or in equity.

I hereby acknowledge and agree that my obligations as surety of the Residency Agreement shall extend to any and all extensions, modifications and amendments to the Residency Agreement, whether or not I am given actual notice thereof.

This is a surety of payment and not of collection, and WindsorMeade shall be permitted to bring any suit, action or proceeding against me for the enforcement of any provisions under this surety without exhausting other remedies WindsorMeade may have against the Resident, without bringing any action against the Resident or any other party, and without resort to any security. In the event other persons execute surety agreement(s) for the benefit of the Resident, WindsorMeade may exercise its rights against multiple sureties separately, or against any one or more sureties, at its sole option, and I agree that my liability is both joint and several.

No lawful act of commission or omission by WindsorMeade or any delay by WindsorMeade in exercising its rights hereunder or under the Residency Agreement (or any amended or revised version thereof) shall in any way or at any time affect, impair or waive the rights of WindsorMeade to enforce any right, power or benefit arising under this surety.

I hereby expressly agree that notice to the Resident shall be deemed sufficient notice to me for all purposes, and I hereby bind my executors, administrators, heirs and assigns to all matters agreed to herein.

---

If any provision of this surety or the application thereof in any circumstance is held to be unenforceable, the remainder of this surety shall not be affected thereby and shall remain in full force and effect.

This surety shall be governed in all respects under the laws if the Commonwealth of Virginia.

I hereby agree to pay all costs and expenses, including reasonable attorney fees, incurred by WindsorMeade in connection with the enforcement of its rights under this surety including, without limitation, such costs and expenses incurred in the collection of fees payable by the Resident.

WITNESS my signature as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Surety

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this date, \_\_\_\_\_, 20\_\_\_\_\_,

by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

---

---

P I N N A C L E  
L I V I N G

**Combined Financial Report  
May 31, 2022**

Exhibit A

---

**This page intentionally left blank**

---

## Table of Contents

INDEPENDENT AUDITOR'S REPORT .....	1
COMBINED BALANCE SHEETS MAY 31, 2022 AND 2021 .....	3
COMBINED STATEMENT OF ACTIVITIES YEAR ENDED MAY 31, 2022 .....	4
COMBINED STATEMENT OF ACTIVITIES YEAR ENDED MAY 31, 2021 Restated .....	5
COMBINED STATEMENTS OF CASH FLOWS YEARS ENDED MAY 31, 2022 AND 2021 .....	6
NOTES TO COMBINED FINANCIAL STATEMENTS .....	8
1. Nature of Operations and Summary of Significant Accounting Policies.....	8
2. Net Assets With and Without Donor Restrictions .....	15
3. Investments .....	16
4. Fair Value .....	18
5. Assets Whose Use is Limited.....	25
6. Property and Equipment.....	27
7. Bonds and Note Payable .....	28
8. Employee Retirement Plan .....	38
9. Concentrations of Credit Risk.....	38
10. Commitments and Contingencies .....	38
11. Related Party Transactions .....	39
12. Fair Value of Financial Instruments.....	39
13. Donor Restricted Funds.....	41
14. Endowment (Samaritan) Program .....	45
15. Contract Assets and Liabilities .....	48
16. Liquidity.....	49
17. Functional Expenses.....	52
18. COVID-19 / Payroll Protection Loan .....	61
19. Prior Year Restatement and Reclassification .....	62
20. Subsequent Events.....	62
INDEPENDENT AUDITOR'S REPORT ON THE SUPPLEMENTARY AND OTHER INFORMATION .....	63
COMBINING BALANCE SHEET MAY 31, 2022 .....	64
COMBINING BALANCE SHEET MAY 31, 2021 Restated .....	65
COMBINING STATEMENT OF ACTIVITIES YEAR ENDED May 31, 2022 .....	66
COMBINING STATEMENT OF ACTIVITIES YEAR ENDED May 31, 2021 Restated .....	67
COMBINING STATEMENT OF CASH FLOWS YEAR ENDED MAY 31, 2022 .....	68
COMBINING STATEMENT OF CASH FLOWS YEAR ENDED MAY 31, 2021 Restated .....	70
SUPPLEMENTAL INFORMATION AND OTHER REQUIRED DISCLOSURES .....	73
COMBINING BALANCE SHEET BY COMMUNITY MAY 31, 2022 .....	74
COMBINING BALANCE SHEET BY COMMUNITY MAY 31, 2021 Restated .....	76
COMBINING STATEMENT OF ACTIVITIES BY COMMUNITY YEAR ENDED MAY 31, 2022 .....	78
COMBINING STATEMENT OF ACTIVITIES BY COMMUNITY YEAR ENDED MAY 31, 2021 Restated .....	80
SUMMARY OF FINANCIAL INFORMATION .....	82

---



## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Pinnacle Living  
Richmond, Virginia

### ***Opinion***

We have audited the accompanying combined financial statements of Pinnacle Living, WindsorMeade, and Hermitage Capital and Reserve Corporation, which comprise the combined balance sheets as of May 31, 2022, and the related combined statements of activities and cash flows for the year then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Pinnacle Living, WindsorMeade, and Hermitage Capital and Reserve Corporation as of May 31, 2022, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

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

### ***Responsibilities of Management for the Combined Financial Statements***

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

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

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

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

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

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

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

#### ***Prior Period Financial Statements***

The combined financial statements as of May 31, 2021, prior to restatement, were audited by Mitchell, Wiggins & Company, LLP, who was acquired by Brown Edwards as of November 1, 2021, and whose report dated September 14, 2021, expressed an unmodified opinion on those statements.

#### ***Report of Restatement Adjustments to Financial Statements***

As part of our audit for the May 31, 2022 combined financial statements, we also audited the adjustments described in Note 19 that were applied to restate the May 31, 2021 combined financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the May 31, 2021 combined financial statements of Pinnacle Living, WindsorMeade, and Hermitage Capital and Reserve Corporation other than with respect to the adjustments, and accordingly, we do not express an opinion or any other form of assurance on the May 31, 2021 combined financial statements as a whole.

*Brown, Edwards & Company, L.L.P.*

CERTIFIED PUBLIC ACCOUNTANTS

Richmond, Virginia  
September 28, 2022

**PINNACLE LIVING**  
**COMBINED BALANCE SHEETS MAY 31, 2022 AND 2021**

	2022	2021 Restated
<b>ASSETS</b>		
Current Assets		
Cash and cash equivalents	\$ 26,724,446	\$ 25,002,521
Cash and cash equivalents with donor restrictions	431,233	161,649
Total cash and cash equivalents	27,155,679	25,164,170
Accounts receivable, residents, less allowance for uncollectible accounts 2022 \$1,494,811; 2021 \$2,799,260	299,047	196,206
Accounts receivable, other	1,688,933	1,154,450
Prepaid expenses	283,545	322,660
Accrued income receivable	117,576	101,705
Assets whose use is limited	8,472,287	9,229,719
Other assets	396,350	412,424
Total current assets	38,413,417	36,581,334
Beneficial interest in trusts, with donor restrictions	19,739,753	23,404,338
Investments	63,308,306	60,651,052
Investments, with donor restrictions	5,867,935	6,382,011
Investments in Senior Living Partners of Virginia	236,137	359,000
Assets whose use is limited	29,129,221	33,886,896
Other assets	2,103,533	465,507
Property and equipment, net	224,891,377	221,563,080
Total assets	\$ 383,689,679	\$ 383,293,218
<b>LIABILITIES AND NET ASSETS</b>		
Liabilities		
Current liabilities		
Accounts payable	\$ 2,594,252	\$ 2,715,113
Resident refunds payable	9,672	-
Accrued expenses	9,279,518	8,765,395
Deposits, prospective residents	447,882	628,467
Bonds payable	3,730,000	2,630,000
Other liabilities	1,420,578	72,736
Total current liabilities	17,481,902	14,811,711
Resident refunds payable	5,138,261	6,597,651
Deposits, prospective residents	764,000	640,000
Bonds and note payable, net of OID 2022 \$2,889,247; 2021 \$7,451,837 and bond issuance costs 2022 \$3,185,223; 2021 \$2,426,959	161,196,944	143,787,259
Deferred revenue, entrance fees	101,093,984	98,779,403
Refundable fees	51,920,435	51,657,998
Other liabilities	392,943	529,681
Total liabilities	337,988,469	316,803,703
Net Assets		
Without donor restrictions		
Undesignated	14,499,413	31,378,641
With board designations	5,162,876	5,162,876
With donor restrictions		
Purpose restricted for Samaritan Program	2,925,916	3,334,977
Purpose restricted for all other programs	399,314	234,745
Perpetual in nature - investments	2,973,938	2,973,938
Perpetual in nature - beneficial interest in trusts	19,739,753	23,404,338
Total net assets	45,701,210	66,489,515
Total liabilities and net assets	\$ 383,689,679	\$ 383,293,218

See Notes to Combined Financial Statements

**PINNACLE LIVING**  
**COMBINED STATEMENT OF ACTIVITIES YEAR ENDED MAY 31, 2022**

	Without Donor Restrictions	With Donor Restrictions	Total
<b>Operating revenues and support</b>			
Residents' fees	\$ 67,433,250	\$ -	\$ 67,433,250
Membership fees	96,388	-	96,388
Benevolent care	(338,136)	-	(338,136)
Amortization of deferred revenue from entrance fees	13,062,906	-	13,062,906
Ancillary service revenue, net	425,601	-	425,601
Other operating revenue	3,349,389	-	3,349,389
Net assets released from restrictions	420,777	(420,777)	-
<b>Total operating revenues and support</b>	<b>84,450,175</b>	<b>(420,777)</b>	<b>84,029,398</b>
<b>Operating expenses</b>			
Administration	11,667,829	-	11,667,829
Marketing	3,117,456	-	3,117,456
General overhead	2,110,801	-	2,110,801
Depreciation	11,190,209	-	11,190,209
Dining	11,843,669	-	11,843,669
Resident services	3,226,659	-	3,226,659
Designated funds	82,641	-	82,641
Building and grounds	11,224,367	-	11,224,367
Housekeeping	3,799,710	-	3,799,710
Households / Neighborhoods	23,716,001	-	23,716,001
<b>Total operating expenses</b>	<b>81,979,342</b>	<b>-</b>	<b>81,979,342</b>
<b>Change in net assets from operations</b>	<b>2,470,833</b>	<b>(420,777)</b>	<b>2,050,056</b>
<b>Other non-operating changes</b>			
Bequests	27,130	-	27,130
Trusts and legacies	802,846	-	802,846
Present value change in trusts	-	(3,664,585)	(3,664,585)
Loss on disposal of property and equipment	(54,432)	-	(54,432)
Contributions, other	15,393	-	15,393
Contributions, Samaritan funds	-	314,959	314,959
Contributions, restricted funds	-	247,210	247,210
Investment income	2,517,599	145,735	2,663,334
Net realized gain (loss) on investments	545,668	(75,667)	470,001
Net unrealized loss on investments	(5,933,421)	(455,952)	(6,389,373)
Interest expense	(4,698,985)	-	(4,698,985)
Loss on defeasance	(12,441,821)	-	(12,441,821)
Other non-operating charges and fees	(130,038)	-	(130,038)
<b>Total other non-operating changes</b>	<b>(19,350,061)</b>	<b>(3,488,300)</b>	<b>(22,838,361)</b>
<b>Change in net assets</b>	<b>(16,879,228)</b>	<b>(3,909,077)</b>	<b>(20,788,305)</b>
Net assets at the beginning of the year	36,541,517	29,947,998	66,489,515
Net assets at the end of the year	\$ 19,662,289	\$ 26,038,921	\$ 45,701,210

See Notes to Combined Financial Statements

PINNACLE LIVING  
 COMBINED STATEMENT OF ACTIVITIES YEAR ENDED MAY 31, 2021 Restated

	Without Donor Restrictions Restated	With Donor Restrictions Restated	Total Restated
Operating revenues and support			
Residents' fees	\$ 62,833,750	\$ -	\$ 62,833,750
Membership Fees	71,539	-	71,539
Benevolent care	(454,869)	-	(454,869)
Amortization of deferred revenue from entrance fees	13,561,561	-	13,561,561
Ancillary service revenue, net	493,492	-	493,492
Other operating revenue	4,681,565	-	4,681,565
Net assets released from restrictions	454,867	(454,867)	-
Total operating revenues and support	81,641,905	(454,867)	81,187,038
Operating expenses			
Administration	11,467,732	-	11,467,732
Marketing	3,222,367	-	3,222,367
General overhead	1,970,327	-	1,970,327
Depreciation	10,850,831	-	10,850,831
Dining	10,633,042	-	10,633,042
Resident services	3,121,081	-	3,121,081
Designated funds	83,201	-	83,201
Building and grounds	10,847,668	-	10,847,668
Housekeeping	3,522,249	-	3,522,249
Households / Neighborhoods	21,793,453	-	21,793,453
Total operating expenses	77,511,951	-	77,511,951
Change in net assets from operations	4,129,954	(454,867)	3,675,087
Other non-operating changes			
Bequests	47,497	-	47,497
Trusts and legacies	787,084	-	787,084
Present value change in trusts	-	6,033,735	6,033,735
Gain on disposal of property and equipment	(396,846)	-	(396,846)
Contributions, other	48,135	-	48,135
Contributions, Samaritan funds	-	844,332	844,332
Contributions, restricted funds	83,201	87,485	170,686
Investment income	1,161,606	133,848	1,295,454
Net realized gain (loss) on investments	3,016,429	308,475	3,324,904
Net unrealized gain (loss) on investments	5,237,165	(448,709)	4,788,456
Interest expense	(5,092,437)	-	(5,092,437)
Other non-operating charges and fees	(244,315)	-	(244,315)
Total other non-operating changes	4,647,519	6,959,166	11,606,685
Change in net assets	8,777,473	6,504,299	15,281,772
Net assets at the beginning of the year	27,764,044	23,443,699	51,207,743
Net assets at the end of the year	\$ 36,541,517	\$ 29,947,998	\$ 66,489,515

See Notes to Combined Financial Statements

**PINNACLE LIVING**  
**COMBINED STATEMENTS OF CASH FLOWS YEARS ENDED MAY 31, 2022 AND 2021**

	2022	2021 Restated
<b>Operating Activities</b>		
Change in net assets	\$ (20,788,305)	\$ 15,281,772
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	11,190,209	10,850,831
Amortization of deferred revenue from entrance fees	(13,062,906)	(13,561,561)
Amortization of bond issuance costs	160,944	129,260
Amortization of original issue premium on bonds payable	(1,143,373)	(375,576)
Realized gains on investments	(470,001)	(3,324,904)
Unrealized (gains) losses on investments	6,389,373	(4,788,456)
Loss on disposal of property and equipment	54,432	396,846
Proceeds of Pinnacle Advantage membership entrance fees	190,000	180,000
Proceeds of first generation entrance fees	1,435,830	9,916,475
Proceeds after first generation entrance fees	19,854,571	18,965,650
Refunds of entrance fees	(7,254,939)	(7,880,996)
Beneficial interest in trusts, with donor restrictions	3,664,585	(6,033,735)
Forgiveness of payroll protection program debt	-	(1,142,900)
Loss on defeasance	12,441,821	-
Changes in operating assets		
Accounts receivable, residents	(102,841)	182,055
Accounts receivable, other	(630,048)	137,608
Accrued income receivable	(15,871)	16,940
Prepaid expenses	39,115	(71,241)
Other assets	78,829	(244,015)
Changes in operating liabilities		
Accounts payable	(120,861)	(3,358,662)
Resident refunds payable	12,391	(189,763)
Accrued expenses	514,123	(701,633)
Deposits, prospective residents	(56,585)	(839,761)
Other liabilities	1,211,104	(172,968)
Net cash provided by operating activities	<b>13,591,597</b>	<b>13,371,266</b>
<b>Investment Activities</b>		
Proceeds from sales of investment securities	17,533,157	25,634,478
Purchase of investments	(18,928,578)	(3,202,103)
Withdrawal from investments	(2,000,000)	(5,900,000)
Proceeds from the sale of property and equipment	806,926	-
Purchase of property and equipment, Cedarfield expansion	(8,284,918)	(9,962,455)
Purchase of property and equipment, capitalized interest	(1,111,835)	(2,260,744)
Purchase of property and equipment, routine	(5,975,859)	(5,436,508)
Net cash used in investment activities	<b>(17,961,107)</b>	<b>(1,127,332)</b>

**PINNACLE LIVING**  
**COMBINED STATEMENTS OF CASH FLOWS YEARS ENDED MAY 31, 2022 AND 2021**

	2022	2021 Restated
<b>Financing Activities</b>		
Bond issuance costs	(961,363)	-
Original issue premium	2,098,667	-
Cap premium	(750,000)	-
Interest expense financed on Series 2013A bonds	(2,953,050)	-
Issuance of debt on 2021A bonds	26,800,000	-
Issuance of debt on 2021B bonds	29,365,000	790,152
Issuance of taxable loan	2,075,000	-
Issuance of payroll protection loan	-	4,587,820
Principal payment of Series 2012 bonds	(2,060,000)	(1,985,000)
Principal payment of Series 2013A bonds	(29,040,000)	(485,000)
Principal payment of Series 2013A subordinate bonds	(9,897,733)	-
Principal payment of Series 2016 bonds	(6,547,777)	(178,484)
Principal payment of Series 2019B bonds	(1,212,725)	-
Principal payment of Series 2021B bonds	-	(9,567,275)
Principal payment on taxable loan	(555,000)	-
Net cash provided by (used in) financing activities	<b>6,361,019</b>	<b>(6,837,787)</b>
Net change in cash and cash equivalents	<b>1,991,509</b>	<b>5,406,147</b>
Cash and cash equivalents, beginning	<b>25,164,170</b>	<b>19,758,023</b>
Cash and cash equivalents, ending	<b>\$ 27,155,679</b>	<b>\$ 25,164,170</b>
Supplemental disclosure of cash flow information, cash payments for interest, net of amounts capitalized	<b>\$ 7,296,457</b>	<b>\$ 7,893,554</b>
Supplemental schedule of noncash financing activities, forgiveness of payroll protection program debt	<b>\$ -</b>	<b>\$ 1,142,900</b>

See Notes to Combined Financial Statements

# NOTES TO COMBINED FINANCIAL STATEMENTS

---

## 1. Nature of Operations and Summary of Significant Accounting Policies

### Nature of operations

Virginia United Methodist Homes, Inc. d/b/a Pinnacle Living is a non-stock, §501(c)(3) (tax-exempt) entity organized under the laws of the Commonwealth of Virginia for the purpose of providing quality care for the elderly in the Commonwealth of Virginia. Pinnacle Living currently operates five active life plan communities, a community based continuing care program, and one §509(a)(3) entity throughout the Commonwealth of Virginia. Of Pinnacle Living's five active life plan communities, three accept term lease contracts, and two accept entrance fee contracts. Specifically, the communities that make up Pinnacle Living are as follows:

#### *Hermitage Northern Virginia; located in Alexandria, Virginia*

- A Pinnacle Living term contract life plan community.
- Target retirement age is 80+ for all levels of care.
- Principal markets in Virginia are the counties of Fairfax and Arlington, and the cities of Alexandria, Falls Church, Annandale, Springfield, Burke, Kingstowne, Vienna, Mclean, and Lorton. The District of Columbia is also a principal market.
- Revenue is primarily derived from resident fees.

#### *Hermitage Richmond; located in Richmond, Virginia*

- A Pinnacle Living term contract life plan community.
- Target retirement age is 84+ for all levels of care.
- Principal market is Richmond City, Near West End of Henrico County, and parts of Mechanicsville in Hanover County, Virginia.
- Revenue is primarily derived from resident fees.

#### *Hermitage Roanoke; located in Roanoke, Virginia*

- A Pinnacle Living term contract life plan community.
- Target retirement age is 75+ for independent living, 85+ for assisted living, and 90+ for the health center.
- Principal markets are the counties of Bedford, Botetourt, and Franklin, the city of Salem, and the town of Vinton, Virginia.
- Revenue is primarily derived from resident fees.

#### *Cedarfield; located in Henrico, Virginia*

- A Pinnacle Living Entrance Fee life plan community.
- Target retirement age for Cedarfield is 65 - 84 for independent living. Cedarfield is a life-care community and as such fills its assisted living and health center primary through internal transfers.
- Principal markets are the counties of Henrico and Goochland and parts of Richmond City, Virginia.
- Revenue is primarily derived from resident fees.



# NOTES TO COMBINED FINANCIAL STATEMENTS

---

## 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

*Pinnacle Advantage; located in Henrico, Virginia*

- A Pinnacle Living Early Acceptance program.
- Target retirement age for Pinnacle Advantage is 65 – 85.
- Pinnacle Advantage provides certain amenities at Cedarfield while a member remains in their home and provides a path for transitioning to Cedarfield’s health services when needed.

In 2003, Pinnacle Living formed a non-stock, §501(c)(3) (tax-exempt) entity, Virginia United Methodist Homes of Williamsburg, Inc., dba WindsorMeade Williamsburg (“WindsorMeade”). Pinnacle Living is the sole member of WindsorMeade and has the right to appoint its directors. WindsorMeade operates a life plan community in the Williamsburg, Virginia area and is a Pinnacle Living Entrance Fee life plan community. The target retirement age for WindsorMeade is 70+ for independent living. WindsorMeade predominately fills its assisted living and health center from internal transfers. WindsorMeade’s principal market is James City County and Williamsburg, Virginia. The majority of revenue is derived from resident fees.

In 2013, Pinnacle Living formed a supporting organization as contemplated under §509(a)(3) of the Internal Revenue Code entitled Hermitage Capital and Reserve Corporation (“HCRC”). HCRC is a Virginia non-stock corporation exempt from taxation pursuant to IRC §501(c)(3). Pinnacle Living is the sole member of HCRC with the right to appoint all but one of the directors. WindsorMeade is entitled to appoint the other director. HCRC maintains funds that may only be used to support Pinnacle Living and/or WindsorMeade.

In 2020, Pinnacle Living and Lifespire of Virginia, a trading name for Virginia Baptist Homes, Inc. (“Lifespire”) formed Senior Living Partners of Virginia, LLC, a Virginia limited liability company (“SLPV”). Pinnacle Living and Lifespire are the two members of SLPV. SLPV is in the process of applying for status as a public charity under IRC §501(c)(3). SLPV will provide home health services under a license from the Virginia Department of Health and home care services, such as private duty nurses, from separate limited liability companies of which it will be the sole member. SLPV is governed by a Board of Managers consisting of five members, two of whom are appointed by Pinnacle Living, two of whom are appointed by Lifespire and one of whom is appointed from the community by the mutual agreement of Pinnacle Living and Lifespire.

Pinnacle Living, WindsorMeade, and HCRC are collectively referred to as the “Organization”.

# NOTES TO COMBINED FINANCIAL STATEMENTS

---

## 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

### *Accounts receivable*

The Organization routinely extends credit in connection with the Organization's activities to residents in its communities. Accounts are carried at their estimated collectible amounts and are generally extended on a short-term basis and therefore do not bear interest.

### *Advertising*

The Organization expenses advertising costs as incurred. Total advertising expenses incurred were \$1,220,836 and \$1,407,877 for the years ended May 31, 2022 and 2021, respectively.

### *Allowance for uncollectible accounts*

The allowance for uncollectible accounts is established through a provision for uncollectible accounts charged to expense. The allowance represents an amount which, in management's judgment, will be adequate to absorb probable losses on existing accounts that may become uncollectible. Management's judgment in determining the adequacy of the allowance is based on evaluations of the collectability of individual accounts receivable. Accounts receivable are charged against the allowance when deemed to be uncollectible. Subsequent recoveries are added to the allowance.

### *Assets whose use is limited*

Assets whose use is limited consist of the following:

- Assets restricted by bond indenture agreements, which may be expended only in connection with Pinnacle Living (for debt taken out on Cedarfield) and WindsorMeade.
- Assets held for contingences with Pinnacle Living's annuity bonds.
- Assets restricted by escrow agreements to secure deposits made by prospective residents of Pinnacle Living and WindsorMeade.
- Assets held on behalf of the residents.

### *Beneficial interest in trusts*

Beneficial interest in perpetual trusts is recognized when the decedent's will is declared valid by the probate court. The amount recognized (fair value) is determined by discounting the expected future cash flows using an appropriate discount rate, which may be based on a 30-year U.S. Treasury security or the actual yield of the trust if known. After the original recognition of the beneficial interest in a trust, the Organization will annually review the fair value of its beneficial interest and adjust as necessary. At times, the Organization may have beneficial interests in trusts where sufficient financial information is not readily available to record these interests. However, these interests may be significant.

# NOTES TO COMBINED FINANCIAL STATEMENTS

---

## 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

### *Bond issuance costs*

Bond issuance costs are amortized over the lives of the related bonds and the amortization is included as part of interest expense. For Pinnacle Living, the 2012 bonds will amortize its bond issuance costs until 2028. The 2017C and 2019 bonds will have their bond issuance costs amortized until 2053. For WindsorMeade, bond issuance costs for the 2021 bonds will amortize its bond issuance costs until 2040. Amortization was \$160,944 and \$129,260 for the years ended May 31, 2022, and 2021, respectively.

### *Cash and cash equivalents*

For purposes of reporting the combined statements of cash flows, the Organization includes all general fund cash accounts without and with donor restrictions, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments with a maturity of three months or less as cash and cash equivalents.

### *Combination and basis of financial statement presentation*

The accompanying combined financial statements include the accounts of Pinnacle Living, WindsorMeade and Hermitage Capital and Reserve Corporation. All significant intercompany transactions and balances have been eliminated in the combined financial statements.

The combined financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America and general industry practices.

### *Contributed services*

During the years ended May 31, 2022, and 2021, the value of contributed services meeting the requirements for recognition in the combined financial statements was not material and has not been recorded. However, a substantial number of volunteers have donated significant amounts of their time in the Organization's various activities.

### *Contributions*

Contributions received are recorded without or with donor restrictions depending on the existence or nature of any donor restrictions.

### *Derivative Instrument*

WindsorMeade uses an interest rate cap to effectively place a ceiling on the variable rate interest WindsorMeade will have to pay on 2021B bonds. The change in the fair value of the cap agreement of \$950,781 is included in net unrealized gain (loss) on investments on the combined statement of activities for the year ended May 31, 2022 and the payments from the counterparty to the cap are netted with the interest expense on the bonds. Cash flows from interest rate cap contracts are classified as a financing activity on the statement of cash flows.

The cap asset is measured at fair value using Level 3 fair value measurement inputs as defined in Note 4.

# NOTES TO COMBINED FINANCIAL STATEMENTS

---

## 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

### *Entrance fees*

Fees paid by a resident upon entering a continuing care contract, net of the portion thereof that is refundable to the resident, are recorded as deferred revenue and are amortized to income using the straight-line method over the estimated remaining life expectancy of the resident. Entrance fees are listed on the combined statements of cash flows as *Proceeds after first generation entrance fees* and *Proceeds of first-generation entrance fees*. *Proceeds after first generation entrance fees* represent entrance fees received after first generation entrance fees (or after a particular residence is originally occupied). These entrance fees are not restricted or designated for a particular purpose. *Proceeds of first-generation entrance fees* represent entrance fees with Cedarfield's new independent living apartments. These entrance fees will be used to pay the 2019B bonds. Anything collected above what is owed on the 2019B bonds is not restricted or designated for another purpose.

Cedarfield and WindsorMeade require residents in the independent living residences to pay a one-time upfront entrance fee, typically between \$140,725 to \$1,060,220, which is partially refundable in certain circumstances. The amount of the entrance fee varies depending upon the type and size of the residence, the type of contract plan selected, whether the contract contains a life-care benefit for the resident, the amount and timing of the refund, and other variables. These agreements are subject to regulation by the Virginia State Corporation Commission. In addition to a resident's entrance fee, residents under all of the Organization's entrance fee agreements also pay a monthly service fee, which entitles them to the use of certain amenities and services.

### *Estimates*

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

### *Financial statement presentation*

The primary purpose of financial statements is to provide relevant information to meet the common interest of donors, members, creditors, and others who provide resources to the Organization. More specifically, the purpose of financial statements, including the accompanying notes, is to provide information about the following: a) the amount and nature of the Organization's assets, liabilities and net assets; b) the effects of transactions and other events and circumstances that change the amount and nature of net assets, c) the amount and kinds of inflows and outflows of economic resources during a period and the relation between the inflows and outflows; d) how the Organization obtains and spends cash, its borrowing and repayment of borrowing, and other factors that may affect its liquidity; e) the service efforts of the Organization.

# NOTES TO COMBINED FINANCIAL STATEMENTS

---

## 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

### *Financial statement presentation, continued*

General-purpose external financial statements include a statement of financial position (or balance sheet), a statement of activities and a cash flow statement. In addition, certain entities provide either a statement or footnote disclosure of functional expenses. Further, general-purpose financial statements classify and report net assets in two groups; net assets with donor restrictions and net assets without donor restrictions based on the existence or absence of donor-imposed restrictions and the nature of those restrictions.

Net assets without donor restrictions include resources that can be used currently for the general operations of the Organization and amounts designated by the Board for contingencies.

Net assets with donor restrictions may be temporary or permanent. Some donor-imposed restrictions impose limits that are permanent, for example, stipulated those resources be invested in perpetuity. Others are temporary, for example, stipulated that resources may be used only after a specified date, for programs or services, or to acquire buildings and equipment.

### *Functional expenses*

The costs of providing various programs and other activities have been summarized on a functional basis in the accompanying combined statements of activities. Note 17 - Functional Expenses presents the natural classification of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The expenses that are allocated include occupancy and depreciation, which are allocated on a square footage basis, as well as personnel costs, professional services, office expenses, information technology, insurance, and other costs, which are allocated on the basis of estimates of time and effort.

### *Income taxes*

Pinnacle Living, WindsorMeade, and HCRC are non-stock corporations exempt from taxation pursuant to IRC § 501(c)(3). Contributions to Pinnacle Living, WindsorMeade, and HCRC are tax deductible. Before soliciting contributions to HCRC, Pinnacle Living would amend its filing with the IRS to state the fact that it intended to make solicitations from the public. None of the entities that comprise the Organization are classified as private foundations under IRC § 509(a)(1) and 170(b)(1)(A)(vi). HCRC is a supporting organization for Pinnacle Living and WindsorMeade pursuant to IRC § 509(a)(3).

The Financial Accounting Standards Board issued guidance on accounting for uncertainty in income taxes. Management evaluated the Organization's tax positions and concluded that the Organization had taken no uncertain tax positions that require adjustment to the combined financial statements to comply with the provisions of this guidance. With few exceptions, the Organization is no longer subject to income tax examinations by the taxing authorities for years ending before May 31, 2019.

The Organization includes penalties and interest assessed by income taxing authorities in other non-operating charges and fees. The Organization did not have penalties and interest relating to income taxes for the years ended May 31, 2022, and 2021.

# NOTES TO COMBINED FINANCIAL STATEMENTS

---

## 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

### *Investments and investment income*

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the combined balance sheets. Unrealized gains and losses are included in the change in net assets as required by accounting standards. The Organization has also adopted authoritative guidance regarding the *Endowment of Not-for Profit Organizations: Net Asset Classification of Fund Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for All Endowment Funds*.

### *Obligation to provide future services*

The Organization annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from entrance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from entrance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income. Any obligation is discounted based on the expected long-term rate of return of invested funds. Pinnacle Living and WindsorMeade did not have an obligation to provide future services for fiscal 2022 or fiscal 2021.

### *Original issue discount and original issue premium*

The original issue premium on bonds payable is amortized into interest expense using the effective interest method.

### *Property and equipment*

Property and equipment acquisitions are recorded at cost or, if donated, at fair market value at the date of the gift. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. The following table summarizes the estimated useful lives of the assets:

Landscaping.....	5 to 25 years
Buildings.....	35 to 50 years
Building additions or upgrades.....	5 to 40 years
Large equipment.....	5 to 15 years
Small equipment.....	2 to 7 years

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 2. Net Assets With and Without Donor Restrictions

Net assets with and without donor restrictions include the following:

<b>Pinnacle Living</b>			
		<b>May 31, 2022</b>	May 31, 2021 Restated
<b>Without Donor Restrictions</b>			
Undesignated	\$	24,291,039	\$ 26,668,302
Board Designated			
Samaritan Program		5,162,876	5,162,876
<b>With Donor Restrictions</b>			
<b>Purpose restricted programs</b>			
Samaritan Program		2,854,943	3,296,882
All other programs			
Angel Fund		72,598	61,794
Community Enrichment Fund		52,430	17,673
Flower Fund		3,140	3,992
Library Funds		1,358	1,430
Technology Fund		735	4,204
Spiritual Life Fund		23,657	4,326
Resident Program Fund		9,125	3,307
Pinnacle Hero		14,078	7,170
Scholarship Fund		123,875	74,418
Perpetual in nature			
Investments		2,973,938	2,973,938
Beneficial interest in trusts		19,739,753	23,404,338
<b>Total net assets</b>		<b>55,323,545</b>	<b>\$ 61,684,650</b>

<b>WindsorMeade</b>			
		<b>May 31, 2022</b>	May 31, 2021 Restated
<b>Without Donor Restrictions</b>			
Undesignated	\$	(26,410,534)	\$ (13,887,429)
<b>With Donor Restrictions</b>			
<b>Purpose restricted programs</b>			
Samaritan Program		70,973	38,095
All other programs			
Angel Fund		19,924	17,764
Community Enrichment Fund		30,650	150
Resident Program Fund		1,247	-
Scholarship Fund		46,497	38,517
<b>Total net assets</b>	\$	<b>(26,241,243)</b>	<b>\$ (13,792,903)</b>

<b>Hermitage Capital &amp; Reserve Corporation</b>			
		<b>May 31, 2022</b>	May 31, 2021 Restated
<b>Without Donor Restrictions</b>			
Undesignated	\$	16,618,908	\$ 19,048,478

<b>Combined</b>			
		<b>May 31, 2022</b>	May 31, 2021 Restated
Total net assets before eliminations	\$	45,701,210	\$ 66,940,225
Less: Eliminations between Pinnacle Living and WindsorMeade and HCRC		-	(450,710)
<b>Total net assets, combined</b>	\$	<b>45,701,210</b>	<b>\$ 66,489,515</b>

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 3. Investments

Investments are managed for the Organization by outside parties.

May 31, 2022						
Pinnacle Living						
		Total Cost		Total FMV		Unrealized Appreciation (Depreciation)
Cash/Money market funds	\$	27,842,253	\$	27,842,253	\$	-
Mutual funds		24,313,304		24,992,573		679,269
Stocks		5,256,752		6,502,576		1,245,824
Bonds		23,900,243		21,833,611		(2,066,632)
<b>Total Pinnacle Living</b>	<b>\$</b>	<b>81,312,552</b>	<b>\$</b>	<b>81,171,013</b>	<b>\$</b>	<b>(141,539)</b>

May 31, 2022						
WindsorMeade						
		Total Cost		Total FMV		Unrealized Appreciation (Depreciation)
Cash/Money market funds	\$	6,164,995	\$	6,164,995	\$	-
<b>Total WindsorMeade</b>	<b>\$</b>	<b>6,164,995</b>	<b>\$</b>	<b>6,164,995</b>	<b>\$</b>	<b>-</b>

May 31, 2022						
Hermitage Capital & Reserve Corporation						
		Total Cost		Total FMV		Unrealized Appreciation (Depreciation)
Mutual Funds	\$	16,968,950	\$	15,847,481	\$	(1,121,469)
<b>Total HCRC</b>	<b>\$</b>	<b>16,968,950</b>	<b>\$</b>	<b>15,847,481</b>	<b>\$</b>	<b>(1,121,469)</b>

May 31, 2022						
Combined Total						
		Total Cost		Total FMV		Unrealized Appreciation (Depreciation)
Cash/Money market funds	\$	34,007,248	\$	34,007,248	\$	-
Mutual funds		41,282,254		40,840,054		(442,200)
Stocks		5,256,752		6,502,576		1,245,824
Bonds		23,900,243		21,833,611		(2,066,632)
<b>Total combined</b>	<b>\$</b>	<b>104,446,497</b>	<b>\$</b>	<b>103,183,489</b>	<b>\$</b>	<b>(1,263,008)</b>



## NOTES TO COMBINED FINANCIAL STATEMENTS

### 3. Investments (Continued)

May 31, 2021 Restated						
Pinnacle Living						
		Total Cost		Total FMV		Unrealized Appreciation (Depreciation)
Cash/Money market funds	\$	37,277,428	\$	37,277,428	\$	-
Mutual funds		16,089,530		19,271,409		3,181,879
Stocks		4,352,164		7,048,308		2,696,144
Bonds		21,204,695		21,508,160		303,465
<b>Total Pinnacle Living</b>	<b>\$</b>	<b>78,923,817</b>	<b>\$</b>	<b>85,105,305</b>	<b>\$</b>	<b>6,181,488</b>

May 31, 2021						
WindsorMeade						
		Total Cost		Total FMV		Unrealized Appreciation (Depreciation)
Cash/Money market funds	\$	5,677,193	\$	5,677,193	\$	-
<b>Total WindsorMeade</b>	<b>\$</b>	<b>5,677,193</b>	<b>\$</b>	<b>5,677,193</b>	<b>\$</b>	<b>-</b>

May 31, 2021						
Hermitage Capital & Reserve Corporation						
		Total Cost		Total FMV		Unrealized Appreciation (Depreciation)
Cash/Money market funds	\$	66,006	\$	66,006	\$	-
Mutual Funds		17,925,996		17,942,155		16,159
<b>Total HCRC</b>	<b>\$</b>	<b>17,992,002</b>	<b>\$</b>	<b>18,008,161</b>	<b>\$</b>	<b>16,159</b>

May 31, 2021 Restated						
Combined Total						
		Total Cost		Total FMV		Unrealized Appreciation (Depreciation)
Cash/Money market funds	\$	43,020,627	\$	43,020,627	\$	-
Mutual funds		34,015,526		37,213,564		3,198,038
Stocks		4,352,164		7,048,308		2,696,144
Bonds		21,204,695		21,508,160		303,465
<b>Total combined</b>	<b>\$</b>	<b>102,593,012</b>	<b>\$</b>	<b>108,790,659</b>	<b>\$</b>	<b>6,197,647</b>

The assets held by Pinnacle Living in WindsorMeade at May 31, 2021, valued at \$7,980,000, would be considered Level 2 municipal bonds. This amount is eliminated on the combined balance sheets.

These investments are shown on the combined balance sheets as follows:

		<b>2022</b>		2021 Restated
Investments without donor restrictions	\$	<b>63,308,306</b>	\$	60,651,052
Investments with donor restrictions		<b>5,867,935</b>		6,382,011
Assets whose use is limited		<b>34,007,248</b>		41,757,596
<b>Total combined</b>	<b>\$</b>	<b>103,183,489</b>	<b>\$</b>	<b>108,790,659</b>

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 4. Fair Value

Generally Accepted Accounting Principles (GAAP) requires disclosure of the fair value of certain assets, the valuation techniques employed to determine fair value, and provides the framework for measuring fair value. The fair value framework includes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the measurement in its entirety.

#### Level 1 Input

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. A Level 1 input will be available for many financial assets and liabilities, some of which might be exchanged in multiple active markets.

#### Level 2 Input

Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly through corroboration with observable market data (market-corroborated inputs). If the asset or liability has a specified (contractual) term, a Level 2 input must be observable for substantially the full term of the asset or liability.

#### Level 3 Input

Level 3 inputs are unobservable inputs for the asset or liability, that is, inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability (including assumptions about risk) developed based on the best information available in the circumstances.

A description of the valuation methodologies used for assets measured by fair value is below. There have been no changes in the methodologies used at May 31, 2022 and 2021.

#### Money market funds

Money market funds are valued at the net asset value of shares held at year end.

#### Mutual funds

Mutual funds are valued at the net asset value of shares held at year end.

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 4. Fair Value (Continued)

#### Stocks

Stocks are valued based on quoted market prices, when available, or market prices provided by recognized broker dealers.

#### Bonds

Corporate bonds are valued using recently executed transactions, market price quotations (where observable), bond spreads or credit default swap spreads. The spread data used are for the same maturity as the bond. If the spread data does not reference the issuer, then data that references a comparable issuer is used. When observable price quotations are not available, fair value is determined based on cash flow models with yield curves, bonds, or single-name credit default swap spreads and recovery rates based on collateral values as key inputs. Corporate bonds are generally categorized in Level 2 of the fair value hierarchy.

The fair value of government bonds is generally based on quoted prices in active markets. When quoted prices are not available, fair value is determined based on a valuation model that uses inputs that include interest-rate yield curves, cross-currency basis index spreads, and country credit spreads similar to the bond in terms of issuer, maturity and seniority. Government bonds are generally categorized in Levels 1 and 2.

#### Beneficial interest in trusts

Fair value for the beneficial interest in charitable trusts is determined by calculating the present value of the future distributions expected to be received from the trust using a discount rate.

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

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 4. Fair Value (Continued)

Fiscal 2022 information is provided below:

May 31, 2022						
Pinnacle Living						
	Total FMV	Level 1	Level 2	Level 3		
<b>Cash/Money market funds</b>						
Cash and money market funds	\$ 27,842,253	\$ 27,842,253	\$ -	\$ -		
<b>Mutual Funds</b>						
Cash	558,055	558,055				
Foreign large blend	3,224,930	3,224,930				
Large cap value	7,052,626	7,052,626	-			-
Real asset	1,636,156	1,636,156	-			-
Real estate	1,750,351	1,750,351	-			-
Short term bond	6,271,616	6,271,616	-			-
Small cap value	3,396,231	3,396,231	-			-
Ultrashort bond	1,102,608	1,102,608				
<b>Stocks</b>						
Large cap core	915,202	915,202	-			-
Large cap growth	2,268,695	2,268,695	-			-
Large cap value	145,974	145,974	-			-
Mid cap core	1,191,423	1,191,423	-			-
Mid cap growth	534,877	534,877	-			-
Mid cap value	1,044,397	1,044,397	-			-
Real estate	17,510	17,510	-			-
Small cap core	154,128	154,128	-			-
Small cap growth	98,730	98,730	-			-
Small cap value	131,640	131,640	-			-
<b>Bonds</b>						
Agency	2,701,708	2,701,708	-			-
Corporate	9,756,775	-	9,756,775			-
Government	3,890,955	2,391,046	1,499,909			-
Principal paydown	5,484,173	3,673,054	1,811,119			
Beneficial interest in trusts	19,739,753	-	-			19,739,753
<b>Total Pinnacle Living</b>	<b>\$ 100,910,766</b>	<b>\$ 68,103,210</b>	<b>\$ 13,067,803</b>	<b>\$ -</b>		<b>\$ 19,739,753</b>

May 31, 2022						
WindsorMeade						
	Total FMV	Level 1	Level 2	Level 3		
<b>Cash/Money market funds</b>						
Domestic Fixed Income	\$ 6,164,995	\$ 6,164,995	\$ -	\$ -		-
<b>Total WindsorMeade</b>	<b>\$ 6,164,995</b>	<b>\$ 6,164,995</b>	<b>\$ -</b>	<b>\$ -</b>		<b>-</b>

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 4. Fair Value (Continued)

May 31, 2022						
Hermitage Capital & Reserve Corporation						
	Total FMV	Level 1	Level 2	Level 3		
<b>Mutual Funds</b>						
Cash	41,150	41,150	-			-
Intermediate core bond	1,633,634	1,633,634	-			-
Large cap growth	308,036	308,036	-			-
Large cap value	542,451	542,451	-			-
Short term bond	12,193,679	12,193,679	-			-
Ultrashort bond	1,128,531	1,128,531				
<b>Total HCRC</b>	<b>\$ 15,847,481</b>	<b>\$ 15,847,481</b>	<b>\$ -</b>		<b>\$ -</b>	

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 4. Fair Value (Continued)

May 31, 2022					
Combined Total					
	Total FMV	Level 1	Level 2	Level 3	
<b>Cash/Money market funds</b>					
Cash and money market funds	\$ 27,842,253	\$ 27,842,253	\$ -	\$ -	
Domestic fixed income	6,164,995	6,164,995	-	-	
<b>Mutual funds</b>					
Cash	599,205	599,205	-	-	
Foreign large blend	3,224,930	3,224,930	-	-	
Intermediate core bond	1,633,634	1,633,634	-	-	
Large cap growth	308,036	308,036	-	-	
Large cap value	7,595,077	7,595,077	-	-	
Real asset	1,636,156	1,636,156	-	-	
Real estate	1,750,351	1,750,351	-	-	
Short term bond	18,465,295	18,465,295	-	-	
Small cap value	3,396,231	3,396,231	-	-	
Ultrashort bond	2,231,139	2,231,139	-	-	
<b>Stocks</b>					
Large cap core	915,202	915,202	-	-	
Large cap growth	2,268,695	2,268,695	-	-	
Large cap value	145,974	145,974	-	-	
Mid cap core	1,191,423	1,191,423	-	-	
Mid cap growth	534,877	534,877	-	-	
Mid cap value	1,044,397	1,044,397	-	-	
Real estate	17,510	17,510	-	-	
Small cap core	154,128	154,128	-	-	
Small cap growth	98,730	98,730	-	-	
Small cap value	131,640	131,640	-	-	
<b>Bonds</b>					
Agency	2,701,708	2,701,708	-	-	
Corporate	9,756,775	-	9,756,775	-	
Government	3,890,955	2,391,046	1,499,909	-	
Principal paydown	5,484,173	3,673,054	1,811,119	-	
Beneficial interest in trusts	19,739,753	-	-	19,739,753	
<b>Total combined</b>	<b>\$ 122,923,242</b>	<b>\$ 90,115,686</b>	<b>\$ 13,067,803</b>	<b>\$ 19,739,753</b>	

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 4. Fair Value (Continued)

Fiscal 2021 information is provided below.

May 31, 2021 Restated						
Pinnacle Living						
	Total FMV	Level 1	Level 2	Level 3		
Cash/Money market funds						
Cash and money market funds	\$ 37,277,428	\$ 37,277,428	\$ -	\$ -		
Mutual funds						
International	3,608,120	3,608,120	-	-		
Large cap value	8,048,273	8,048,273	-	-		
Real asset	1,372,980	1,372,980	-	-		
Real estate	1,393,090	1,393,090	-	-		
Short-term bond	1,391,213	1,391,213	-	-		
Small cap value	3,457,733	3,457,733	-	-		
Stocks						
Large cap core	1,244,998	1,244,998	-	-		
Large cap growth	2,572,580	2,572,580	-	-		
Large cap value	538,136	538,136	-	-		
Mid cap core	944,465	944,465	-	-		
Mid cap growth	481,791	481,791	-	-		
Mid cap value	921,725	921,725	-	-		
Real estate	117,102	117,102	-	-		
Small cap core	45,211	45,211	-	-		
Small cap growth	31,211	31,211	-	-		
Small cap value	151,089	151,089	-	-		
Bonds						
Agency	5,451,200	5,451,200	-	-		
Corporate	12,020,898	-	12,020,898	-		
Government	4,036,062	4,036,062	-	-		
Beneficial interest in trusts	23,404,338	-	-	-		23,404,338
Total Pinnacle Living	\$ 108,509,643	\$ 73,084,407	\$ 12,020,898	\$ -		\$ 23,404,338

May 31, 2021						
WindsorMeade						
	Total FMV	Level 1	Level 2	Level 3		
Cash/Money market funds						
Domestic Fixed Income	\$ 5,677,193	\$ 5,677,193	\$ -	\$ -		
Total WindsorMeade	\$ 5,677,193	\$ 5,677,193	\$ -	\$ -		

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 4. Fair Value (Continued)

May 31, 2021					
Hermitage Capital & Reserve Corporation					
	Total FMV	Level 1	Level 2	Level 3	
<b>Cash/Money market funds</b>					
Cash and money market funds	\$ 66,006	\$ 66,006	\$ -	\$ -	
<b>Mutual Funds</b>					
Intermediate core bond	2,215,663	2,215,663	-	-	
Large cap growth	343,287	343,287	-	-	
Large cap value	534,975	534,975	-	-	
Short-term bond	14,848,230	14,848,230	-	-	
<b>Total HCRC</b>	<b>\$ 18,008,161</b>	<b>\$ 18,008,161</b>	<b>\$ -</b>	<b>\$ -</b>	

May 31, 2021 Restated					
Combined Total					
	Total FMV	Level 1	Level 2	Level 3	
<b>Cash/Money market funds</b>					
Cash and money market funds	\$ 37,343,434	\$ 37,343,434	\$ -	\$ -	
Domestic fixed income	5,677,193	5,677,193			
<b>Mutual funds</b>					
Intermediate core bond	2,215,663	2,215,663			
International	3,608,120	3,608,120	-	-	
Large cap growth	343,287	343,287			
Large cap value	8,583,248	8,583,248	-	-	
Real asset	1,372,980	1,372,980	-	-	
Real estate	1,393,090	1,393,090	-	-	
Short-term bond	16,239,443	16,239,443	-	-	
Small cap value	3,457,733	3,457,733	-	-	
<b>Stocks</b>					
Large cap core	1,244,998	1,244,998	-	-	
Large cap growth	2,572,580	2,572,580	-	-	
Large cap value	538,136	538,136	-	-	
Mid cap core	944,465	944,465	-	-	
Mid cap growth	481,791	481,791	-	-	
Mid cap value	921,725	921,725	-	-	
Real estate	117,102	117,102	-	-	
Small cap core	45,211	45,211	-	-	
Small cap growth	31,211	31,211	-	-	
Small cap value	151,089	151,089	-	-	
<b>Bonds</b>					
Agency	5,451,200	5,451,200	-	-	
Corporate	12,020,898	-	12,020,898	-	
Government	4,036,062	4,036,062	-	-	
Beneficial interest in trusts	23,404,338	-	-	23,404,338	
<b>Total combined</b>	<b>\$ 132,194,997</b>	<b>\$ 96,769,761</b>	<b>\$ 12,020,898</b>	<b>\$ 23,404,338</b>	



## NOTES TO COMBINED FINANCIAL STATEMENTS

### 4. Fair Value (Continued)

Assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3 inputs):

Beneficial interest in trusts		
May 31, 2020	\$	17,370,603
Change in value		6,033,735
May 31, 2021	\$	23,404,338
Change in value		(3,664,585)
<b>May 31, 2022</b>	<b>\$</b>	<b>19,739,753</b>

### 5. Assets Whose Use is Limited

Assets whose use is limited consists of the following:

May 31, 2022				
	Pinnacle Living		WindsorMeade	Total
<b>Investments held under indenture agreement by Trustee</b>				
Bond principal fund	\$ 2,160,028	\$	-	\$ 2,160,028
Bond interest fund	2,903,091		625,440	3,528,531
Debt service reserve fund	7,218,485		2,419,412	9,637,897
Construction fund	15,560,649		-	15,560,649
Capital reserve and replacement fund	-		3,120,143	3,120,143
<b>Total investments as assets whose use is limited</b>	<b>27,842,253</b>		<b>6,164,995</b>	<b>34,007,248</b>
<b>Resident accounts</b>				
Resident accounts	13,410		-	13,410
Guild accounts	39,335		-	39,335
Escrow deposit on sale of Hermitage Northern Virginia	1,335,000		-	1,335,000
<b>Assets held from prospective members</b>				
To secure deposits	1,318,368		77,615	1,395,983
Future deposits	613,757		165,000	778,757
<b>Assets held in reserve for annuity bonds</b>				
Assets held in reserve for annuity bonds	31,775		-	31,775
<b>Total assets whose use is limited</b>	<b>\$ 31,193,898</b>	<b>\$</b>	<b>6,407,610</b>	<b>\$ 37,601,508</b>

There were no assets whose use was limited for HCRC in fiscal year 2022.

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 5. Assets Whose Use is Limited (Continued)

May 31, 2021

	Pinnacle Living		WindsorMeade		Total
Investments held under indenture agreement by Trustee					
Bond principal fund	\$ 3,050,593	\$	875,030	\$	3,925,623
Bond interest fund	3,520,279		1,099,855		4,620,134
Debt service reserve fund	7,424,674		2,295,530		9,720,204
Construction fund	22,084,857		-		22,084,857
Capital reserve and replacement fund	-		1,406,778		1,406,778
Total investments as assets whose use is limited	36,080,403		5,677,193		41,757,596
Resident accounts	14,536		-		14,536
Guild accounts	40,958		-		40,958
Assets held from prospective members					
To secure deposits	388,233		240,234		628,467
Future deposits	479,000		161,000		640,000
Assets held in reserve for annuity bonds	35,058		-		35,058
Total assets whose use is limited	\$ 37,038,188	\$	6,078,427	\$	43,116,615

There were no assets whose use was limited for HCRC in fiscal year 2021.

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 6. Property and Equipment

A summary of property and equipment is as follows:

May 31, 2022

	Pinnacle Living	WindsorMeade	HCRC	Total
Land and landscaping	\$ 7,287,569	\$ 5,115,388	\$ 145,692	\$ 12,548,649
Leasehold improvements	94,001	-	-	94,001
Building	194,781,223	125,398,801	-	320,180,024
Furniture and equipment	9,275,050	3,294,641	-	12,569,691
Capital projects in process	10,615,799	1,380,770	-	11,996,569
Capitalized interest	6,275,608	-	-	6,275,608
Property and equipment, gross	228,329,250	135,189,600	145,692	363,664,542
Less: Accumulated depreciation	(91,786,442)	(46,986,723)	-	(138,773,165)
Property and equipment, net	\$ 136,542,808	88,202,877	145,692	224,891,377

May 31, 2021 Restated

	Pinnacle Living	WindsorMeade	HCRC	Total
Land and landscaping	\$ 7,394,191	\$ 5,067,543	\$ 145,692	\$ 12,607,426
Leasehold improvements	94,001	-	-	94,001
Building	140,902,346	124,518,755	-	265,421,101
Furniture and equipment	9,021,614	3,188,552	-	12,210,166
Capital projects in process	54,480,558	287,714	-	54,768,272
Capitalized interest	5,163,772	-	-	5,163,772
Property and equipment, gross	217,056,482	133,062,564	145,692	350,264,738
Less: Accumulated depreciation	(85,495,074)	(43,206,584)	-	(128,701,658)
Property and equipment, net	\$ 131,561,408	89,855,980	145,692	221,563,080

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 7. Bonds and Note Payable

#### PINNACLE LIVING

On August 9, 2012, Pinnacle Living entered into a loan agreement with the Economic Development Authority of Henrico County, Virginia to borrow the proceeds of the Authority's \$30,425,000 Residential Care Facility Revenue Refunding Bonds, Series 2012. The Series 2012 Bonds are secured by a pledge of Pinnacle Living's revenues, a first lien deed of trust on the real estate portion of the Cedarfield facility, and a security interest in the equipment of the Cedarfield facility. The primary purpose of this loan was (a) refunding of the outstanding principal balance of the Authority's \$45,505,000 Residential Care Facility Revenue Refunding Bonds, Series 2002A and Series 2002B, (b) funding a Debt Service Reserve Fund for the Series 2012 Bonds, and (c) paying costs of issuance, and other amounts relating to the Series 2012 Bonds. The interest rates for the Series 2012 Bonds are fixed and range from 3.00% to 5.00%.

The Series 2012 Bonds principal and interest payments are as follows:

<b>May 31, 2022</b>						
Fiscal Year		Principal		Interest		Total
2023	\$	2,160,000	\$	624,206	\$	2,784,206
2024		2,270,000		513,456		2,783,456
2025		2,385,000		397,081		2,782,081
2026		2,500,000		274,956		2,774,956
2027		2,410,000		161,244		2,571,244
2028		2,515,000		55,016		2,570,016
Total	\$	14,240,000	\$	2,025,959	\$	16,265,959

On December 27, 2017, Pinnacle Living entered into a loan agreement with the Virginia Small Business Financing Authority to borrow the proceeds of the Authority's Residential Care Facility Revenue Bonds, Series 2017C in the amount of \$54,710,000. The primary purpose of the Series 2017C Bond was to refund the Authority's \$25,060,000 and \$25,595,000 Residential Care Facility Revenue Bonds, Series 2017A and Series 2017B, (b) funding a Debt Service Reserve Fund for the Series 2017C Bonds, and (c) paying costs of issuance, and other amounts relating to the Series 2017 Bonds. The interest rates for the Series 2017C Bonds are fixed and range from 3.50% to 5.00%.

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 7. Bonds and Note Payable (Continued)

The Series 2017C Bonds principal and interest payments are as follows:

May 31, 2022			
Fiscal Year	Principal	Interest	Total
2023	\$ -	\$ 2,717,850	\$ 2,717,850
2024	-	2,717,850	2,717,850
2025	-	2,717,850	2,717,850
2026	-	2,717,850	2,717,850
2027	-	2,717,850	2,717,850
2028	-	2,717,850	2,717,850
2029	870,000	2,702,625	3,572,625
2030	910,000	2,664,650	3,574,650
2031	955,000	2,618,025	3,573,025
2032	1,005,000	2,569,025	3,574,025
2033	1,055,000	2,517,525	3,572,525
2034	1,110,000	2,463,400	3,573,400
2035	1,175,000	2,406,275	3,581,275
2036	1,230,000	2,346,150	3,576,150
2037	1,300,000	2,282,900	3,582,900
2038	1,365,000	2,216,275	3,581,275
2039	1,430,000	2,148,700	3,578,700
2040	1,505,000	2,077,625	3,582,625
2041	1,585,000	2,000,375	3,585,375
2042	1,840,000	1,914,750	3,754,750
2043	2,060,000	1,817,250	3,877,250
2044	2,165,000	1,711,625	3,876,625
2045	2,280,000	1,600,500	3,880,500
2046	2,395,000	1,483,625	3,878,625
2047	2,520,000	1,360,750	3,880,750
2048	2,650,000	1,231,500	3,881,500
2049	2,790,000	1,095,500	3,885,500
2050	4,750,000	907,000	5,657,000
2051	4,995,000	663,375	5,658,375
2052	5,250,000	407,250	5,657,250
2053	5,520,000	138,000	5,658,000
Subtotal	54,710,000	61,651,775	116,361,775
Original issue premium	512,522	-	512,522
Total	\$ 55,222,522	\$ 61,651,775	\$ 116,874,297

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 7. Bonds and Note Payable (Continued)

On March 13, 2019, the Economic Development Authority of Henrico County, Virginia issued \$34,000,000 in Residential Care Facilities Revenue Bonds Series 2019A to provide funds to be used (1) to finance costs associated with renovation and expansion of Pinnacle Living's continuing care retirement community known as Cedarfield including (without limitation) (A) acquiring, constructing, designing, equipping and renovating additional independent living and assisted living units, (B) renovating existing independent living units, (C) renovating memory support facility, (D) acquiring, constructing, designing, equipping and renovating rehabilitation facility, (E) acquiring, constructing, designing, equipping and renovating health care (including assisted living and nursing care) and wellness center facility, (F) renovating common areas, (G) acquiring, constructing, designing, equipping and renovating dining, physical therapy, parking and wellness facility and (H) performing site work and other community-related improvement; and (2) to finance costs related to a debt service reserve fund, costs of issuance, funded interest through approximately July 1, 2020, working capital, routing capital expenditures at Cedarfield and other expenses in connection with the issuance of the Bonds. The interest rates for the Series 2019A Bonds are fixed and range from 4.00% to 5.00%.

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 7. Bonds and Note Payable (Continued)

The Series 2019A Bonds principal and interest payments are as follows:

May 31, 2022			
Fiscal Year	Principal	Interest	Total
2023	\$ -	\$ 1,695,513	\$ 1,695,513
2024	-	1,695,513	1,695,513
2025	-	1,695,513	1,695,513
2026	-	1,695,513	1,695,513
2027	-	1,695,513	1,695,513
2028	-	1,695,513	1,695,513
2029	895,000	1,673,388	2,568,388
2030	935,000	1,628,163	2,563,163
2031	985,000	1,580,438	2,565,438
2032	1,035,000	1,529,938	2,564,938
2033	1,090,000	1,476,813	2,566,813
2034	1,145,000	1,420,938	2,565,938
2035	1,195,000	1,362,438	2,557,438
2036	1,260,000	1,301,063	2,561,063
2037	1,320,000	1,236,563	2,556,563
2038	1,390,000	1,168,813	2,558,813
2039	1,465,000	1,097,438	2,562,438
2040	1,535,000	1,022,438	2,557,438
2041	1,610,000	945,531	2,555,531
2042	1,650,000	865,750	2,515,750
2043	1,705,000	781,875	2,486,875
2044	1,795,000	694,375	2,489,375
2045	1,885,000	602,375	2,487,375
2046	1,980,000	505,750	2,485,750
2047	2,080,000	404,250	2,484,250
2048	2,185,000	297,625	2,482,625
2049	2,295,000	185,625	2,480,625
2050	595,000	113,375	708,375
2051	625,000	82,875	707,875
2052	655,000	50,875	705,875
2053	690,000	17,250	707,250
Subtotal	34,000,000	32,219,040	66,219,040
Original issue premium	592,960	-	592,960
Total	\$ 34,592,960	\$ 32,219,040	\$ 66,812,000

Simultaneously with the issuance of the Series 2019A Bonds, the Authority issued its \$11,000,000 Residential Care Facilities Revenue Bond Series 2019B as a separate resolution. The Series 2019B bonds have a separate Loan Agreement with STI Institution and Government, Inc., an affiliate of SunTrust Bank. These bonds are being issued on a draw-down basis. The interest rate for the Series 2019B bonds is 81% of LIBOR plus a spread of 1.40%. The average interest rate for fiscal 2022 was 1.22%. The principal on this bond has been paid.

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 7. Bonds and Note Payable (Continued)

#### WINDSORMEADE

On May 31, 2013, WindsorMeade entered into a loan agreement with the Economic Development Authority of James City County, Virginia with respect to the restructuring of the Authority's \$114,270,000 Residential Care Facility Revenue Bonds, Series 2007A, 2007B, and 2007C through the issuance of the Authority's Residential Care Facility Revenue Bonds Series 2013A (Senior) (the "Series 2013A Senior Bonds"), the Residential Care Facility Revenue Bonds Series 2013A (Subordinate) (the "Series 2013A Subordinate Bonds"), the Residential Care Facility Revenue Bonds Series 2013B (Senior) (the "Series 2013B Senior Bonds") and the Residential Care Facility Revenue Bonds Series 2013C (Senior) (the "Series 2013C Senior Bonds" and together with the Series 2013A Senior Bonds, the Series 2013A Subordinate Bonds and the Series 2013B Senior Bonds, (the "Series 2013 Bonds"). The Series 2013 Bonds are secured by a pledge of WindsorMeade's revenues, a lien on the real estate portion of the WindsorMeade facility and improvements thereon, and a security agreement in the equipment of the WindsorMeade facility. The Series 2013 Bonds are as follows:

- Series 2013A Senior Bonds:
  - Principal amount: \$30,000,160
  - Final maturity: June 1, 2043
  - Fixed rate bonds
  - Stated interest 6% per annum
- Series 2013A Subordinate Bonds:
  - Initial principal amount: \$9,703,660
  - Final maturity: June 1, 2048
  - Fixed rate bonds
  - Stated interest rate 2% per annum
- Series 2013B Senior Bonds:
  - Aggregate principal amount: \$6,500,000
  - Final maturity: June 1, 2042
  - Fixed rate bonds
  - Interest is 6% per annum
- Series 2013C Senior Bonds:
  - Aggregate principal amount: \$2,000,000
  - Final maturity: June 1, 2028
  - Fixed rate bonds
  - Interest is 4% per annum



## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 7. Bonds and Note Payable (Continued)

The WindsorMeade Series 2013 bonds were accounted for using the effective interest rate method. In using the effective interest rate method, the carrying values of the bonds are calculated as the present value of the coupon payments (based on the stated interest rate), principal payment, and the market interest rate at the time of issuance. Depending on the amount calculated as the carrying value of the bonds, the bonds can be purchased at par or with a premium or discount. If the bond issue is determined to be issued at a premium or discount this difference between the par value and purchase price is amortized over the life of the bond as interest expense. Please see below for a summary of details used to calculate the carrying value of the 2013 bonds on the balance sheet at emergence.

Bond Issue	Stated Interest Rate	Effective Interest Rate	Maturity Date	Par Value	Original Issue Discount
2013A–Senior Bonds	6%	7%	6/1/2043	\$30,000,160	\$3,741,730
2013A–Subordinate Bonds	2%	12%	6/1/2048	9,703,660	9,387,677
2013B–Senior Bonds	6%	5.50%-7.00%	6/1/2042	6,500,000	480,777
2013C–Senior Bonds	4%	5.98%-7.87%	6/1/2028	2,000,000	500,165

On September 29, 2016, WindsorMeade entered into a loan agreement with the Economic Development Authority of James City County to borrow the proceeds of the Authority's \$7,000,000 Residential Care Facility Revenue Bond, Series 2016. The Series 2016 Bond was secured by a pledge of WindsorMeade's revenues, a first lien deed of trust on the real estate portion of WindsorMeade, and a security interest in the equipment of the WindsorMeade facility. The primary purpose of the Series 2016 Bond was to (a) finance the renovation and expansion of the health center at WindsorMeade, and (b) pay costs of issuance. The interest rate on the Series 2016 Bond is a variable rate equal to 75% of one-month LIBOR plus a spread of 2.25%.

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 7. Bonds and Note Payable (Continued)

On August 31, 2021, WindsorMeade entered into a loan agreement with the Economic Development Authority of James City County, Virginia to borrow the proceeds of the Authority's \$26,800,00 Residential Care Facility Revenue Refunding Bonds, Series 2021A ("Series 2021A Bonds").

- The proceeds from the Series 2021A Bonds were used to: (a) refinance the outstanding principal balance of the Authority's Series 2013A Subordinate Bonds, Series 2013B Senior Bonds and 2016 Bank Loan, (b) finance future routine capital projects, (c) fund a Debt Service Reserve Fund, and (d) pay cost of issuance related to the Series 2021A Bonds.
- The interest rates for the Series 2021A Bonds are fixed and range from 2.83% to 3.03%. Simultaneously with the issuance of the Series 2021A Bonds, the Authority issued \$29,365,000 taxable residential care facility revenue bond, Series 2021B ("Series 2021B Bond"), and WindsorMeade entered into a \$2,075,000 taxable loan (the "2021 Taxable Loan").
- The Series 2021B Bond is held by Truist Bank and the proceeds will be used to: (a) refinance the outstanding principal of the Authority's Series 2013A Senior Bonds, and (b) pay cost of issuance related to the Series 2021B Bond.
- Upon satisfaction of certain conditions set for in a Forward Delivery Bond Purchase and Loan Agreement between Authority, STI Institutional & Government, Inc. and WindsorMeade, in March 2023 the Series 2021B Bond will convert to a tax-exempt Series 2023 Bond ("Series 2023 Bond").
- The Series 2021B Bond will carry an interest rate equal to the Secured Overnight Financing Rate ("SOFR") plus 1.78% with a minimum rate of 1.95%.
- When successfully issued, the Series 2023 Bond will carry an interest rate equal to 79% of SOFR plus 1.41% with a minimum rate of 1.54% and a maximum rate of 2.91%.
- The 2021 Taxable Loan is held by Truist Bank and the proceeds will be used to: (a) refinance the Series 2013C Bonds, (b) fund the cost of an interest rate cap, and (c) pay cost of issuance related to the 2021 Taxable Loan.
- The Series 2021A Bonds, the Series 2021B Bond, the 2021 Taxable Loan, and eventually the Series 2023 Bond are secured by a pledge of WindsorMeade's revenues, a first lien deed of trust on the real estate portion of the WindsorMeade facility, and a security interest in the equipment of the WindsorMeade facility.

The accompanying fiscal 2022 combined statement of activities includes a loss on defeasance of \$12,441,821 resulting from the refinance of the 2013 bonds.

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 7. Bonds and Note Payable (Continued)

The Series 2021A Bonds scheduled principal and interest payments are as follows:

May 31, 2022			
Fiscal Year	Principal	Interest	Total
2023	\$ -	\$ 1,072,000	\$ 1,072,000
2024	-	1,072,000	1,072,000
2025	60,000	1,070,800	1,130,800
2026	65,000	1,068,300	1,133,300
2027	65,000	1,065,700	1,130,700
2028	65,000	1,063,100	1,128,100
2029	75,000	1,060,300	1,135,300
2030	75,000	1,057,300	1,132,300
2031	75,000	1,054,300	1,129,300
2032	80,000	1,051,200	1,131,200
2033	85,000	1,047,900	1,132,900
2034	85,000	1,044,500	1,129,500
2035	90,000	1,041,000	1,131,000
2036	90,000	1,037,400	1,127,400
2037	95,000	1,033,700	1,128,700
2038	105,000	1,029,700	1,134,700
2039	105,000	1,025,500	1,130,500
2040	2,410,000	975,200	3,385,200
2041	2,505,000	876,900	3,381,900
2042	2,610,000	774,600	3,384,600
2043	2,720,000	668,000	3,388,000
2044	2,830,000	557,000	3,387,000
2045	2,945,000	441,500	3,386,500
2046	3,065,000	321,300	3,386,300
2047	3,185,000	196,300	3,381,300
2048	3,315,000	66,300	3,381,300
<b>Subtotal</b>	26,800,000	22,771,800	49,571,800
<b>Original issue premium</b>	1,783,865	-	1,783,865
<b>Total</b>	28,583,865	22,771,800	51,355,665

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 7. Bonds and Note Payable (Continued)

The Series 2021B Bonds interest rate shall be the sum of the daily SOFR plus 1.78%. Once the bonds convert to the Series 2023 Senior Bond the interest rate shall equal 79% of the Daily SOFR plus 1.78%. The interest rate has a floor of 1.95% during the Series 2021B Bonds and 1.54% when it converts to the 2023B Senior Bond. Effective August 31, 2021, WindsorMeade entered a captioned transaction (“cap”) for \$750,000 with Truist Bank. The transaction effectively places a ceiling on the variable rate on the Series 2023 bond of 2.91%.

The Taxable Bond interest rate shall be the sum of the daily SOFR plus 1.48%. The interest rate has a floor of 1.65%.

The Series 2021B Bond, Taxable Bonds and Series 2023 Bond scheduled principal payments are as follows: The average interest rate for fiscal 2022 was 1.69%.

May 31, 2022		
Fiscal Year		Principal
2023	\$	1,570,000
2024		1,495,000
2025		1,525,000
2026		1,565,000
2027		1,610,000
2028		1,655,000
2029		1,700,000
2030		1,745,000
2031		1,790,000
2032		1,840,000
2033		1,890,000
2034		1,940,000
2035		1,995,000
2036		2,050,000
2037		2,105,000
2038		2,165,000
2039		2,245,000
Total	\$	30,885,000

### HERMITAGE CAPITAL AND RESERVE CORPORATION

Hermitage Capital and Reserve Corporation had no bonds or loans outstanding effective May 31, 2022 or 2021.

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 7. Bonds and Note Payable (Continued)

#### THE COMBINED ORGANIZATION

The bonds and note payable for fiscal years 2022 and 2021 shown on the combined balance sheets consist of the following:

	May 31, 2022	May 31, 2021
Pinnacle Living		
2012 senior bonds	\$ 14,240,000	\$ 16,300,000
Premium on 2012 senior bonds	-	118,387
2017C senior bonds	54,710,000	54,710,000
Premium on 2017C senior bonds	512,522	1,025,053
2019A senior bonds	34,000,000	34,000,000
Premium on 2019A senior bonds	592,960	790,613
2019B senior bonds	-	1,212,725
Bond issuance costs, net	(2,263,919)	(2,384,804)
Payroll Protection Program	4,587,820	4,587,820
Total bonds and note payable, Pinnacle Living	<b>106,379,383</b>	110,359,794
WindsorMeade		
2013A senior bonds	-	29,040,000
Discount on 2013A senior bonds	-	(2,143,986)
2013A subordinate bonds	-	9,897,733
Discount on 2013A subordinate bonds	-	(7,241,904)
2013B senior bonds	-	6,500,000
Discount on 2013B senior bonds	-	(320,927)
2013C senior bonds	-	1,480,000
Discount on 2013C senior bonds	-	(129,783)
2016 senior bonds	-	6,547,777
2021A senior bonds	26,800,000	
Premium on 2021A senior bonds	1,783,865	
2021B senior bonds	30,885,000	
Bond issuance costs, net	(921,304)	(42,155)
Total bonds payable, WindsorMeade	<b>58,547,561</b>	43,586,755
Total bonds payable	<b>164,926,944</b>	153,946,549
Less: Eliminations between Pinnacle Living and WindsorMeade		
2013B senior bonds	-	(6,500,000)
2013C senior bonds	-	(1,480,000)
Discount on 2013B senior bonds	-	320,927
Discount on 2013C senior bonds	-	129,783
Total bonds and note payable, combined	<b>\$ 164,926,944</b>	\$ 146,417,259

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 8. Employee Retirement Plan

The Organization has a defined contribution retirement plan. All employees may participate in the plan, however, full-time employees and those part-time employees who work over twenty hours a week are eligible for employer contributions as of the first payroll period which includes the anniversary date following twelve months of service. Employer contributions to the plan are approved by the Board of Directors. The total retirement expense for the years ended May 31, 2022 and 2021 was \$1,812,400 and \$1,947,126, respectively.

### 9. Concentrations of Credit Risk

The Organization has checking accounts and money market mutual funds, at financial institutions, which are not fully insured by the FDIC. The checking accounts are insured to the FDIC limit of \$250,000 per financial institution. At May 31, 2022, the Organization had cash balances in a financial institution in excess of the amounts insured by the FDIC.

The Organization does not require collateral for any of its receivables.

In certain circumstances and on a case-by-case basis, WindsorMeade may grant a prospective resident the option of deferring the payment of their entrance fee for up to four months in order to allow that resident to obtain the funds necessary to pay the entrance fee. This optional deferral is typically offered in circumstances where a resident has been unable to sell an existing home and requires funds from the sale in order to pay the entrance fee. This optional deferral program is an integral part of WindsorMeade's ability to attract interested and eligible residents. In the event the entrance fee is not paid on the entrance fee due date, the resident agrees to pay a finance charge of nine percent per annum until either (i) the balance of the entrance fee is paid in full or (ii) the Residency Agreement is terminated.

### 10. Commitments and Contingencies

Pinnacle Living entered into a long-term operating lease agreement for office facilities. The lease runs until November 30, 2022. The following is a schedule of the rental payments under the lease agreement:

<u>Year Ending</u>	
May 31, 2023	<u>90,301</u>
Total future lease payments	<u>\$ 90,301</u>

Total rental expense for the years ended May 31, 2022 and 2021 amounted to \$180,783 and \$178,712, respectively.

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 10. Commitments and Contingencies

#### Self-Funded Health Insurance

- The Organization participates in a self-funded health insurance plan. The plan is managed by Scott Benefit Services with administrative services provided by Anthem Blue Cross and Blue Shield and stop loss reinsurance provided by QBE.
- The Plan year runs from October 1 – September 30.
- Financial projections are based on a blended analysis of historical claims experience and evaluation of manual claims. Due to the Organization's size and credibility of claims data, financial projections are 90% to 100% weighted toward projections based on actual paid claims experience.
- The Organization's self-funded health plan maintains an individual stop loss policy of \$75,000 and an aggregate stop loss policy of 125% of expected claims.
- There are no tax implications as all members of the captive are non-profit corporations.
- As of May 31, 2022 and 2021 the incurred liability was \$196,811 and \$209,263, respectively.

#### The Organization

The Organization, from time to time, is a party to various legal actions normally associated with life plan communities, the aggregate effect of which, in management's and legal counsel's opinion, would not be material to the financial condition of the Organization.

### 11. Related Party Transactions

The nature of the relationship between Pinnacle Living, WindsorMeade, and HCRC is described in footnote 1, *Nature of Operations and Summary of Significant Accounting Policies*. According to the Accounting Standards Codification (ASC) 850-10-50-1 "disclosure of transactions that are eliminated in the preparation of consolidated or combined financial statements is not required." All intercompany transactions between Pinnacle Living, WindsorMeade, and HCRC have been eliminated in the combined financial statements.

### 12. Fair Value of Financial Instruments

Professional standards require disclosure of fair value information about financial instruments, whether or not recognized in the balance sheet, for which it is practicable to estimate that value. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. The derived fair value estimates cannot be substantiated by comparison to independent markets and, in many cases, could not be realized in immediate settlement of the instrument. Professional standards exclude certain financial instruments and all nonfinancial instruments from its disclosure requirements. Accordingly, the aggregate fair value amounts presented do not represent the underlying value of the Organization.

The following methods and assumptions were used by the Organization in estimating the fair value of its financial instruments:

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 12. Fair Value of Financial Instruments (Continued)

Cash and cash equivalents, accounts receivable, other receivables, accrued income receivable, beneficial interest in trusts, and notes payable

The carrying amount approximates fair value.

#### Investments

Fair values are based on quoted market prices, where available. If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments.

#### Bonds payable

The fair values are estimated using a discounted cash flow calculation that applies interest rates currently being offered on similar bond financing and does not reflect market risk.

Organization's financial assets and liabilities as of May 31, 2022 and 2021:

	May 31, 2022		May 31, 2021 Restated	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Financial Assets				
Cash and cash equivalents	\$ 27,156,000	\$ 27,156,000	\$ 25,164,000	\$ 25,164,000
Accounts receivable	299,000	299,000	196,000	196,000
Other receivables	1,689,000	1,689,000	1,154,000	1,154,000
Accrued income receivable	118,000	118,000	102,000	102,000
Beneficial interest in trusts	19,740,000	19,740,000	23,404,000	23,404,000
Investments, without donor restrictions	63,308,000	63,308,000	60,651,000	60,651,000
Investment, with donor restrictions	5,868,000	5,868,000	6,382,000	6,382,000
Assets whose use is limited	37,602,000	37,602,000	43,117,000	43,117,000
Financial liabilities				
Bonds payable	164,927,000	158,057,000	146,417,000	164,288,000



## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 13. Donor Restricted Funds

A donor may make a gift to Pinnacle Living without restrictions (i.e. unrestricted). However, Pinnacle Living also has ten donor restricted fund categories to which a donor may contribute. They are:

1. Angel Fund

Angel Fund gifts are a response to the desires of a community to give assistance to members of the community in crisis. Any resident, team member, contract team member, or volunteer of the community may make a request to nominate persons who are undergoing a crisis who might be a qualified recipient of assistance.

2. Community Enrichment Fund

Gifts restricted to community enrichment are to enhance the experience of living in the community for all residents. Use of such funds include community beautification such as landscape or garden plants, statuary and seating. The community may consider community enrichment recommendations from any donor, but in no event is the community bound in any way to honor the recommendation.

3. Flower Fund

Flower fund gifts are restricted to use in support of creation of chapel/vesper and common area flower arrangements which benefit the entire community. A donor may specify the gift as a tribute to honor or remember a loved one, expression of appreciation or recognition of a special occasion.

4. Library Fund

Gifts restricted to support community libraries enhance literary services through the provision of additional materials and services including magazine and newspaper subscriptions, acquisition of print and audio books, and organizational needs for the library setting.

5. Technology Fund

Gifts restricted to the technology fund provide resources to benefit communication, access to information and accessibility for all residents. Examples of projects and needs which can be funded by such gifts include audio/visual equipment, computer access, and speech, vision and memory enhancements.

6. Spiritual Life Fund

Gifts restricted to Spiritual Life in the community may include individual restricted contributions to enrich the spiritual life of residents. These funds may be used to enhance chapel/vesper services and facilities, provide resources for spiritual life programming, and to engage residents through special projects and service needs.

7. Resident Program Fund

Gifts restricted to resident activities support lifelong learning and engagement opportunities for residents, recognizing that activities and expectations vary by community. Use of the funds may include sponsorship of classes and workshops, provision of materials and supplies, purchase of fitness or entertainment equipment, and support of excursions.

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 13. Donor Restricted Funds (Continued)

#### 8. Scholarship Fund

The Scholarship Fund is an educational enrichment program funded by contributions from generous donors committed to financially assisting selected team members who are pursuing a certification, degree, or taking continuing education courses to support and advance their career goals and who meet the eligibility requirements determined by community scholarship committees without regard to race, creed, or national origin using established application, rating and review processes. Awards are available to no more than ten percent (10%) of the eligible pool of applicants in any one year and are dependent upon availability of funds.

#### 9. Pinnacle Heroes

The purpose of the Pinnacle Heroes program is to provide support for retention of team members during the COVID-19 outbreak.

#### 10. Samaritan Program

The purpose of the Samaritan Program is to provide monies to defray the cost of providing services to persons in Pinnacle Living communities who are unable to provide such monies on their own behalf. Donors may temporarily restrict their gifts to a community. Such monies will be assigned to that community. Monies not temporarily restricted to a community shall be used to subsidize benevolent care in a community where the Samaritan Fund balance cannot meet the benevolent need. Contributions cannot be received for the benefit of a specific individual.

Pinnacle Living ending balance summaries as of May 31, 2022 for all restricted funds is as follows:

	Corporate		Hermitage Northern Virginia		Hermitage Richmond	
Angel Fund	\$	-	\$	1,250	\$	7,708
Community Enrichment Fund		-		1,365		-
Flower Fund		-		-		-
Library Funds		-		-		-
Technology Fund		-		-		-
Spiritual Life Fund		-		489		1,361
Resident Program Fund		-		-		356
Pinnacle Hero		-		1,150		10,853
Scholarship Fund		-		-		-
Samaritan Program		161,377		265,374		681,964
<b>Total Restricted Funds</b>	<b>\$</b>	<b>161,377</b>	<b>\$</b>	<b>269,628</b>	<b>\$</b>	<b>702,242</b>

	Hermitage Roanoke		Cedarfield		Pinnacle Living Total	
Angel Fund	\$	-	\$	63,640	\$	72,598
Community Enrichment Fund		7,150		43,915		52,430
Flower Fund		150		2,990		3,140
Library Funds		-		1,358		1,358
Technology Fund		-		735		735
Spiritual Life Fund		1,150		20,657		23,657
Resident Program Fund		-		8,769		9,125
Pinnacle Hero		2,075		-		14,078
Scholarship Fund		-		123,875		123,875
Samaritan Program		-		1,746,228		2,854,943
<b>Total Restricted Funds</b>	<b>\$</b>	<b>10,525</b>	<b>\$</b>	<b>2,012,167</b>	<b>\$</b>	<b>3,155,939</b>

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 13. Donor Restricted Funds (Continued)

Pinnacle Living ending balance summaries as of May 31, 2021 restated for all restricted funds is as follows:

	Corporate		Hermitage Northern Virginia		Hermitage Richmond	
Angel Fund	\$	-	\$	1,250	\$	7,778
Community Enrichment Fund		-		365		-
Flower Fund		-		-		-
Library Funds		-		-		-
Technology Fund		-		-		-
Spiritual Life Fund		-		489		1,481
Resident Program Fund		-		-		50
Pinnacle Hero		-		1,150		3,257
Scholarship Fund		-		-		10,750
Samaritan Program		24,843		303,098		1,455,132
<b>Total Restricted Funds</b>	<b>\$</b>	<b>24,843</b>	<b>\$</b>	<b>306,352</b>	<b>\$</b>	<b>1,478,448</b>

	Hermitage Roanoke		Cedarfield		Pinnacle Living Total	
Angel Fund	\$	-	\$	52,766	\$	61,794
Community Enrichment Fund		10,740		6,568		17,673
Flower Fund		150		3,842		3,992
Library Funds		-		1,430		1,430
Technology Fund		-		4,204		4,204
Spiritual Life Fund		250		2,106		4,326
Resident Program Fund		-		3,257		3,307
Pinnacle Hero		2,075		688		7,170
Scholarship Fund		-		63,668		74,418
Samaritan Program		-		1,513,809		3,296,882
<b>Total Restricted Funds</b>	<b>\$</b>	<b>13,215</b>	<b>\$</b>	<b>1,652,338</b>	<b>\$</b>	<b>3,475,196</b>

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

**13. Donor Restricted Funds (Continued)**

WindsorMeade ending balance summaries as of May 31, 2022 and 2021 for all restricted funds is as follows:

	2022		2021	
	WindsorMeade		WindsorMeade Restated	
<b>Angel Fund</b>	\$	19,924	\$	17,764
<b>Community Enrichment Fund</b>		30,650		150
<b>Flower Fund</b>		-		-
<b>Library Funds</b>		-		-
<b>Technology Fund</b>		-		-
<b>Spiritual Life Fund</b>		-		-
<b>Resident Program Fund</b>		1,247		-
<b>Pinnacle Hero</b>		-		-
<b>Scholarship Fund</b>		46,497		38,517
<b>Samaritan Program</b>		70,973	\$	38,095
<b>Total Restricted Funds</b>	\$	169,291		94,526

The Hermitage Capital and Reserve Fund did not have any donor restricted funds for fiscal 2022 or 2021.

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 14. Endowment (Samaritan) Program

In August 2008, the Financial Accounting Standards Board issued authoritative guidance regarding “Endowments of Not-for-Profit Organizations: Net Asset Classification of Funds Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for All Endowment Funds”. The authoritative guidance provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act of 2006 (UPMIFA). The authoritative guidance also required additional disclosures about an organization’s endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The Commonwealth of Virginia enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. Management has determined that a portion of the Organization’s net assets with donor restrictions meet the definition of endowment funds under UPMIFA.

#### Donor-designated endowments (UPMIFA state)

The Organization’s endowment consists of one fund established to partially defray the cost of administering care to those persons who are otherwise unable to provide such monies on their own behalf (also called the Samaritan Program).

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as net assets with donor restrictions (perpetual in nature) (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in net assets with donor restrictions (perpetual in nature) is classified as net assets with donor restrictions (purpose restricted), including investment income and realized and unrealized gains/losses, until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization’s investment policies.

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 14. Endowment (Samaritan) Program (Continued)

#### Investment return objectives, risk parameters, and strategies

The Organization's investment philosophy is to obtain, over a period of years, a satisfactory level of current investment income and a reasonable increase in the value of the principal through market appreciation consistent with the preservation of the principal. In measuring the performance of the funds to the capital markets, the goal is to generate an annualized return of 30 basis points over a composite benchmark weighted twenty-five percent (25%) to the S&P 500 Common Stock Index and seventy-five percent (75%) to the Barclays Capital Aggregate Bond Index, at a risk level within one hundred twenty percent (120%) of the composite benchmark, over each three-to-five-year period. Performance is measured relative to peers by ensuring the invested funds are within the top-half of a blended universe weighted twenty-five percent (25%) equity funds and seventy-five percent (75%) fixed income funds over each three-to-five year period.

#### Spending Policy and How the Investment Objectives Relate to the Spending Policy

The Organization's spending policy for endowment assets is based on a "total return" approach. Using this approach, the Organization will spend an amount based on needs of the Samaritan Program. As such, income and capital gains, realized or unrealized, will not have an effect on the spending policy, given the Organization maintains the standard of prudence prescribed by UPMIFA. Additional spending needs beyond the scope of the spending policy require approval by the Board of Directors. The spending policy is consistent with the Organization's objective to preserve and enhance the real value of the endowment through new gifts and investment return.

The assets of the Endowment (Samaritan) Program are included in the accompanying combined balance sheets as follows:

May 31 Pinnacle Living				
		2022		2021 Restated
<b>Cash and cash equivalents</b>	\$	<b>70,973</b>	\$	38,905
<b>Investments</b>		<b>5,828,881</b>		6,270,820
<b>Beneficial interest in trusts</b>		<b>509,719</b>		529,389
<b>Total</b>	\$	<b>6,409,573</b>	\$	6,839,114

Endowment (Samaritan) net asset composition by type of fund as of May 31, 2022 and 2021 are as follows:

May 31 Pinnacle Living Endowment Perpetual in Nature Restrictions				
		2022		2021 Restated
<b>Donor-restricted endowment fund</b>	\$	<b>6,409,573</b>	\$	6,839,114

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 14. Endowment (Samaritan) Program (Continued)

WindsorMeade and the Hermitage Capital and Reserve Corporation do not have Perpetual in Nature Restrictions for 2022 or 2021.

Changes in endowment (Samaritan) net assets as of May 31, 2022 and 2021 are as follows:

May 31, 2022				
Pinnacle Living				
	With Donor Restrictions			
	Purpose Restricted		Perpetual in Nature	Total
Balance as of June 1, 2021	\$ 3,296,882		3,503,327	6,800,209
Contributions	282,082	\$	-	\$ 282,082
Present value change in beneficial interest in trusts	-		(19,670)	(19,670)
Net investment activity	(385,884)		-	(385,884)
Benevolent care	(338,137)		-	(338,137)
Balance as of May 31, 2022	\$ 2,854,943	\$	3,483,657	\$ 6,338,600

May 31, 2022				
WindsorMeade				
	With Donor Restrictions			
	Purpose Restricted		Perpetual in Nature	Total
Balance as of June 1, 2021	\$ 38,905	\$	-	\$ 38,905
Contributions	32,878		-	32,878
Balance as of May 31, 2022	\$ 70,973	\$	-	\$ 70,973

May 31, 2021, Restated				
Pinnacle Living				
	With Donor Restrictions			
	Purpose Restricted		Perpetual in Nature	Total
Balance as of June 1, 2020	\$ 2,925,386	\$	3,188,642	\$ 6,114,028
Contributions	832,751		-	832,751
Present value change in beneficial interest in trusts	-		314,685	314,685
Net investment activity	(6,386)		-	(6,386)
Benevolent care	(454,869)		-	(454,869)
Balance as of May 31, 2021	\$ 3,296,882	\$	3,503,327	\$ 6,800,209

May 31, 2021				
WindsorMeade				
	With Donor Restrictions			
	Purpose Restricted		Perpetual in Nature	Total
Balance as of June 1, 2020	\$ 26,515	\$	-	\$ 26,515
Contributions	11,580		-	11,580
Balance as of May 31, 2021	\$ 38,905	\$	-	\$ 38,905

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 15. Contract Assets and Liabilities

The Organization does not have material contract assets. Contract liabilities relate to cash received from residents in connection with contracts for which revenue is recognized over time. Changes in the Organization's contract liabilities, which are included in refundable fees and deferred revenue, entrance fees on the combined balance sheets are as follows:

	Refundable Fees	Deferred Revenue, Entrance Fees	Total
Balance at May 31, 2020	\$ 53,390,880	\$ 87,486,457	\$ 140,877,337
Increases due to cash received	3,817,882	25,244,243	29,062,125
Decreases due to recognition of revenue	-	(13,490,321)	(13,490,321)
Refunds paid	(7,116,213)	(764,783)	(7,880,996)
Previous year deferrals of entrance fees	435,970	435,970	871,940
Entrance fee net transfers to resident refund payable	1,068,554	-	1,068,554
Other	60,925	(132,163)	(71,238)
<b>Balance at May 31, 2021</b>	<b>\$ 51,657,998</b>	<b>\$ 98,779,403</b>	<b>\$ 150,437,401</b>
Increases due to cash received	4,809,817	15,798,644	20,608,461
Decreases due to recognition of revenue	-	(13,062,906)	(13,062,906)
Refunds paid	(6,786,540)	(468,399)	(7,254,939)
Current year deferrals of entrance fees	192,395	583,980	776,375
Entrance Fee net transfers to resident refund payables	1,700,016	(231,307)	1,468,709
Transfers between accounts	305,431	(305,431)	
Other	41,318	-	41,318
<b>Balance at May 31, 2022</b>	<b>\$ 51,920,435</b>	<b>\$ 101,093,984</b>	<b>\$ 153,014,419</b>



## NOTES TO COMBINED FINANCIAL STATEMENTS

### 16. Liquidity

#### Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year May 31, 2022

	Pinnacle Living	WindsorMeade	HCRC	Eliminations	Total
Total current assets	\$ 20,504,255	\$ 18,258,046	\$ 389,598	\$ (738,482)	\$ 38,413,417
Less those unavailable for general expenditures within one year for:					
Donor imposed restrictions	(261,942)	(169,291)	-	-	(431,233)
Assets whose use is limited	(7,769,232)	(703,055)	-	-	(8,472,287)
Non-financial assets	(233,433)	(50,112)	-	-	(283,545)
Financial assets available to meet cash needs for general expenditures within one year	\$ 12,239,648	\$ 17,335,588	\$ 389,598	\$ (738,482)	\$ 29,226,352

#### Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year May 31, 2021 Restated

	Pinnacle Living	WindsorMeade	HCRC	Eliminations	Total
Total current assets	\$ 20,185,880	\$ 15,957,714	\$ 535,625	\$ (97,885)	\$ 36,581,334
Less those unavailable for general expenditures within one year for:					
Donor imposed restrictions	(67,123)	(94,526)	-	-	(161,649)
Assets whose use is limited	(7,014,600)	(2,215,119)	-	-	(9,229,719)
Non-financial assets	(281,498)	(41,162)	-	-	(322,660)
Financial assets available to meet cash needs for general expenditures within one year	\$ 12,822,659	\$ 13,606,907	\$ 535,625	\$ (97,885)	\$ 26,867,306

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 16. Liquidity (Continued)

Pinnacle Living has \$12,239,648 and \$12,822,659 of financial assets available within one year as of May 31, 2022, and 2021, respectively for general expenditures consisting of the following:

Pinnacle Living				
		May 31, 2022		May 31, 2021 Restated
Cash and cash equivalents	\$	10,071,918	\$	11,731,929
Accounts receivable due from residents		193,479		196,206
Accounts receivable, other		721,843		282,510
Accrued income receivable		117,576		101,705
Due from affiliate		738,482		97,885
Other assets		396,350		412,424
Total	\$	12,239,648	\$	12,822,659

Pinnacle Living structures its financial assets to be available as its general expenditures, liabilities and other obligations come due. As part of Pinnacle Living's investment policy, it invests excess cash and investments as outlined in Footnotes three and four.

WindsorMeade has \$17,335,588 and \$13,606,907 of financial assets available within one year as of May 31, 2022, and 2021, respectively for general expenditures consisting of the following:

WindsorMeade				
		May 31, 2022		May 31, 2021
Cash and cash equivalents	\$	16,262,930	\$	12,734,967
Accounts receivable due from residents		105,568		-
Accounts receivable, other		967,090		871,940
Total	\$	17,335,588	\$	13,606,907

WindsorMeade structures its financial assets to be available as its general expenditures, liabilities and other obligations come due.

Hermitage capital and reserve corporation has \$389,598 and \$535,625 of financial assets available within one year as of May 31, 2022, and 2021, respectively for general expenditures consisting of cash and cash equivalents.

**This page intentionally left blank**

**17. Functional Expenses**

Operating expenses for Pinnacle Living and WindsorMeade as of fiscal 2022 and fiscal 2021 are classified by function on the next pages.

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 17. Functional Expenses (Continued)

May 31, 2022					
Pinnacle Living					
	Program Services	Management & General	Fundraising	Total	
Salaries	\$ 24,585,993	\$ 4,803,499	\$ 204,900	\$ 29,594,392	
Defined contribution plan contributions	1,428,926	39,888	13,734	1,482,548	
Employee benefits	2,305,206	345,714	-	2,650,920	
Payroll taxes	1,939,660	278,283	17,062	2,235,005	
<b>Total salaries and related expenses</b>	<b>30,259,785</b>	<b>5,467,384</b>	<b>235,696</b>	<b>35,962,865</b>	
Advertising	1,048,104	-	329	1,048,433	
Conferences and education	35,120	54,119	3,104	92,343	
Consultant services	918,991	793,455	-	1,712,446	
Contract services	3,723,939	305,956	-	4,029,895	
Depreciation	7,354,013	-	-	7,354,013	
Designated funds	79,521	-	-	79,521	
Dietary - food costs	3,316,219	6,249	-	3,322,468	
Dietary - non-edible	452,255	-	-	452,255	
Dues and subscriptions	24,901	69,896	125	94,922	
Information technology	1,282,350	-	-	1,282,350	
Insurance	1,071,419	66,709	-	1,138,128	
Licenses and fees	15,408	16,428	-	31,836	
Maintenance and repair	1,464,893	14,507	-	1,479,400	
Medical services	193,646	-	-	193,646	
Medical supplies	150,046	439	-	150,485	
Minor equipment	198,023	12,222	-	210,245	
Miscellaneous	260,651	22,680	-	283,331	
Person centered initiative	6,284	762	-	7,046	
Postage and shipping	2,741	30,880	-	33,621	
Recruitment and retention	129,700	449,564	-	579,264	
Rent	16,375	161,225	-	177,600	
Residence renovations	385,401	-	-	385,401	
Resident services	244,467	38	-	244,505	
Supplies	460,711	58,635	977	520,323	
Taxes	19,304	-	-	19,304	
Travel, meals and lodging	9,446	53,243	1,471	64,160	
Utility costs	3,091,191	-	-	3,091,191	
<b>Total operating expenses</b>	<b>\$ 56,214,904</b>	<b>\$ 7,584,391</b>	<b>\$ 241,702</b>	<b>\$ 64,040,997</b>	

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 17. Functional Expenses (Continued)

May 31, 2022					
WindsorMeade					
	Program Services	Management & General	Fundraising	Total	
Salaries	\$ 5,980,492	\$ 462,208	\$ -	\$ 6,442,700	
Defined contribution plan contributions	297,399	32,453	-	329,852	
Employee benefits	628,588	27,651	-	656,239	
Payroll taxes	463,295	33,773	-	497,068	
<b>Total salaries and related expenses</b>	<b>7,369,774</b>	<b>556,085</b>	<b>-</b>	<b>7,925,859</b>	
Advertising	172,403	-	-	172,403	
Conferences and education	13,138	21,797	-	34,935	
Consultant services	87,814	289,720	-	377,534	
Contract services	859,792	1,576,924	-	2,436,716	
Depreciation	3,836,196	-	-	3,836,196	
Designated funds	3,120	-	-	3,120	
Dietary - food costs	952,298	14,171	-	966,469	
Dietary - non-edible	105,369	-	-	105,369	
Dues and subscriptions	11,370	29,102	-	40,472	
Information technology	174,766	-	-	174,766	
Insurance	243,536	20,600	-	264,136	
Licenses and fees	3,155	1,720	-	4,875	
Maintenance and repair	522,532	12,830	-	535,362	
Medical services	402,891	-	-	402,891	
Medical supplies	2,394	-	-	2,394	
Minor equipment	86,939	1,856	-	88,795	
Miscellaneous	32,054	9,440	-	41,494	
Person centered initiative	-	-	-	-	
Postage and shipping	1,295	12,429	-	13,724	
Recruitment and retention	55,037	120,514	-	175,551	
Rent	3,183	-	-	3,183	
Residence renovations	24,471	-	-	24,471	
Resident services	97,967	-	-	97,967	
Supplies	143,303	12,429	-	155,732	
Taxes	689,544	508	-	690,052	
Travel, meals and lodging	6,414	4,137	-	10,551	
Utility costs	837,542	-	-	837,542	
<b>Total operating expenses</b>	<b>\$ 16,738,297</b>	<b>\$ 2,684,262</b>	<b>\$ -</b>	<b>\$ 19,422,559</b>	

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 17. Functional Expenses (Continued)

May 31, 2022

Hermitage Capital and Reserve Corporation							
	Program Services		Management & General		Fundraising		Total
Salaries	\$ -		\$ -		\$ -		\$ -
Defined contribution plan contributions	-		-		-		-
Employee benefits	-		-		-		-
Payroll taxes	-		-		-		-
<b>Total salaries and related expenses</b>	<b>-</b>		<b>-</b>		<b>-</b>		<b>-</b>
Advertising	-		-		-		-
Conferences and education	-		-		-		-
Consultant services	-		-		-		-
Contract services	-		-		-		-
Depreciation	-		-		-		-
Designated funds	-		-		-		-
Dietary - food costs	-		-		-		-
Dietary - non-edible	-		-		-		-
Dues and subscriptions	-		-		-		-
Information technology	-		-		-		-
Insurance	-		-		-		-
Licenses and fees	-		-		-		-
Maintenance and repair	-		-		-		-
Medical services	-		-		-		-
Medical supplies	-		-		-		-
Minor equipment	-		-		-		-
Miscellaneous	-		-		-		-
Person centered initiative	-		-		-		-
Postage and shipping	-		-		-		-
Recruitment and retention	-		-		-		-
Rent	-		-		-		-
Residence renovations	-		-		-		-
Resident services	-		-		-		-
Supplies	-		-		-		-
Taxes	-		-		-		-
Travel, meals and lodging	-		-		-		-
Utility costs	-		-		-		-
<b>Total operating expenses</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 17. Functional Expenses (Continued)

May 31, 2022

	Eliminations	Combined Total
Salaries	\$ -	\$ 36,037,092
Defined contribution plan contributions	-	1,812,400
Employee benefits	-	3,307,159
Payroll taxes	-	2,732,073
<b>Total salaries and related expenses</b>	<b>-</b>	<b>43,888,724</b>
Advertising	-	1,220,836
Conferences and education	-	127,278
Consultant services	-	2,089,980
Contract services	(1,484,214)	4,982,397
Depreciation	-	11,190,209
Designated funds	-	82,641
Dietary - food costs	-	4,288,937
Dietary - non-edible	-	557,624
Dues and subscriptions	-	135,394
Information technology	-	1,457,116
Insurance	-	1,402,264
Licenses and fees	-	36,711
Maintenance and repair	-	2,014,762
Medical services	-	596,537
Medical supplies	-	152,879
Minor equipment	-	299,040
Miscellaneous	-	324,825
Person centered initiative	-	7,046
Postage and shipping	-	47,345
Recruitment and retention	-	754,815
Rent	-	180,783
Residence renovations	-	409,872
Resident services	-	342,472
Supplies	-	676,055
Taxes	-	709,356
Travel, meals and lodging	-	74,711
Utility costs	-	3,928,733
<b>Total operating expenses</b>	<b>\$ (1,484,214)</b>	<b>\$ 81,979,342</b>



## NOTES TO COMBINED FINANCIAL STATEMENTS

### 17. Functional Expenses (Continued)

May 31, 2021 Restated

Pinnacle Living					
	Program Services	Management & General	Fundraising	Total	
Salaries	\$ 23,979,535	\$ 4,113,169	\$ 196,350	\$ 28,289,054	
Defined contribution plan contributions	1,339,438	312,463	11,181	1,663,082	
Employee benefits	2,448,740	268,563	-	2,717,303	
Payroll taxes	1,786,955	252,871	14,929	2,054,755	
Total salaries and related expenses	29,554,668	4,947,066	222,460	34,724,194	
Advertising	1,143,469	-	1,075	1,144,544	
Conferences and education	39,539	58,723	2,973	101,235	
Consultant services	741,907	876,344	19,197	1,637,448	
Contract services	2,697,480	165,304	-	2,862,784	
Depreciation	7,128,991	-	-	7,128,991	
Designated funds	76,595	-	-	76,595	
Dietary - food costs	3,000,391	3,634	-	3,004,025	
Dietary - non-edible	283,350	-	-	283,350	
Dues and subscriptions	39,837	70,964	-	110,801	
Information technology	1,135,740	-	-	1,135,740	
Insurance	967,605	50,890	-	1,018,495	
Licenses and fees	18,860	17,105	-	35,965	
Maintenance and repair	1,342,662	12,445	-	1,355,107	
Medical services	187,109	-	-	187,109	
Medical supplies	122,069	-	-	122,069	
Minor equipment	142,823	6,154	-	148,977	
Miscellaneous	1,028,038	10,265	-	1,038,303	
Person centered initiative	7,685	2,876	-	10,561	
Postage and shipping	4,162	37,170	-	41,332	
Recruitment and retention	125,610	136,729	-	262,339	
Rent	15,672	160,951	-	176,623	
Residence renovations	301,979	-	-	301,979	
Resident services	184,562	95	-	184,657	
Supplies	486,838	59,350	1,031	547,219	
Taxes	23,854	-	-	23,854	
Travel, meals and lodging	5,980	18,538	4,237	28,755	
Utility costs	2,975,856	-	-	2,975,856	
Total operating expenses	\$ 53,783,331	\$ 6,634,603	\$ 250,973	\$ 60,668,907	

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 17. Functional Expenses (Continued)

May 31, 2021 Restated

WindsorMeade					
	Program Services	Management & General	Fundraising	Total	
Salaries	\$ 5,371,776	\$ 531,803	\$ -	\$ 5,903,579	
Defined contribution plan contributions	251,652	32,392	-	284,044	
Employee benefits	612,747	30,358	-	643,105	
Payroll taxes	389,040	35,689	-	424,729	
Total salaries and related expenses	6,625,215	630,242	-	7,255,457	
Advertising	263,333	-	-	263,333	
Conferences and education	7,699	10,534	-	18,233	
Consultant services	64,334	74,529	-	138,863	
Contract services	842,806	695,566	-	1,538,372	
Depreciation	3,721,840	-	-	3,721,840	
Designated funds	6,605	-	-	6,605	
Dietary - food costs	877,305	-	-	877,305	
Dietary - non-edible	42,637	-	-	42,637	
Dues and subscriptions	8,946	23,988	-	32,934	
Information technology	177,574	-	-	177,574	
Insurance	230,659	14,890	-	245,549	
Licenses and fees	3,768	2,606	-	6,374	
Maintenance and repair	525,321	14,559	-	539,880	
Medical services	445,466	-	-	445,466	
Medical supplies	3,470	-	-	3,470	
Minor equipment	46,609	-	-	46,609	
Miscellaneous	448,637	3,841	-	452,478	
Person centered initiative	-	-	-	-	
Postage and shipping	446	14,692	-	15,138	
Recruitment and retention	16,017	35,953	-	51,970	
Rent	2,089	-	-	2,089	
Residence renovations	48,286	-	-	48,286	
Resident services	42,821	-	-	42,821	
Supplies	136,030	12,682	-	148,712	
Taxes	681,724	-	-	681,724	
Travel, meals and lodging	847	413	-	1,260	
Utility costs	700,728	-	-	700,728	
Total operating expenses	\$ 15,971,212	\$ 1,534,495	\$ -	\$ 17,505,707	

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 17. Functional Expenses (Continued)

May 31, 2021

Hermitage Capital and Reserve Corporation							
	Program Services		Management & General		Fundraising		Total
Salaries	\$ -		\$ -		\$ -		\$ -
Defined contribution plan contributions	-		-		-		-
Employee benefits	-		-		-		-
Payroll taxes	-		-		-		-
<b>Total salaries and related expenses</b>	<b>-</b>		<b>-</b>		<b>-</b>		<b>-</b>
Advertising	-		-		-		-
Conferences and education	-		-		-		-
Consultant services	-		-		-		-
Contract services	-		-		-		-
Depreciation	-		-		-		-
Designated funds	-		-		-		-
Dietary - food costs	-		-		-		-
Dietary - non-edible	-		-		-		-
Dues and subscriptions	-		-		-		-
Information technology	-		-		-		-
Insurance	705		-		-		705
Licenses and fees	-		-		-		-
Maintenance and repair	-		-		-		-
Medical services	-		-		-		-
Medical supplies	-		-		-		-
Minor equipment	-		-		-		-
Miscellaneous	-		-		-		-
Person centered initiative	-		-		-		-
Postage and shipping	-		-		-		-
Recruitment and retention	-		-		-		-
Rent	-		-		-		-
Residence renovations	-		-		-		-
Resident services	-		-		-		-
Supplies	-		-		-		-
Taxes	-		-		-		-
Travel, meals and lodging	-		-		-		-
Utility costs	-		-		-		-
<b>Total operating expenses</b>	<b>\$ 705</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 705</b>

## NOTES TO COMBINED FINANCIAL STATEMENTS

### 17. Functional Expenses (Continued)

May 31, 2021 Restated

	Eliminations	Combined Total
Salaries	\$ -	\$ 34,192,633
Defined contribution plan contributions	-	1,947,126
Employee benefits	-	3,360,408
Payroll taxes	-	2,479,484
<b>Total salaries and related expenses</b>	<b>-</b>	<b>41,979,651</b>
Advertising	-	1,407,877
Conferences and education	-	119,468
Consultant services	-	1,776,311
Contract services	(663,368)	3,737,788
Depreciation	-	10,850,831
Designated funds	-	83,200
Dietary - food costs	-	3,881,330
Dietary - non-edible	-	325,987
Dues and subscriptions	-	143,735
Information technology	-	1,313,314
Insurance	-	1,264,749
Licenses and fees	-	42,339
Maintenance and repair	-	1,894,987
Medical services	-	632,575
Medical supplies	-	125,539
Minor equipment	-	195,586
Miscellaneous	-	1,490,781
Person centered initiative	-	10,561
Postage and shipping	-	56,470
Recruitment and retention	-	314,309
Rent	-	178,712
Residence renovations	-	350,265
Resident services	-	227,478
Supplies	-	695,931
Taxes	-	705,578
Travel, meals and lodging	-	30,015
Utility costs	-	3,676,584
<b>Total operating expenses</b>	<b>\$ (663,368)</b>	<b>\$ 77,511,951</b>

---

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 18. COVID-19 / Payroll Protection Loan

#### Payroll Protection Loan:

On January 30, 2020 the World Health Organization declared the coronavirus outbreak a “Public Health Emergency of International Concern” and on March 11, 2020, declared it to be a pandemic. It is unknown how long the adverse conditions associated with the coronavirus will last and what the complete financial effect will be to the Organization. To date, the Organization is experiencing additional costs in resident care, dining, staffing and loss of revenue from delayed move-ins.

In response to the Coronavirus pandemic, Congress established the Paycheck Protection Program (the PPP) to provide relief to qualifying organizations during the Coronavirus pandemic as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-136. The legislation authorized Treasury to use the SBA’s 7(a) small business lending program to fund loans of up to \$10 million per borrower that qualifying organizations can spend to cover payroll, mortgage interest, rent, and utilities. In fiscal 2020 WindsorMeade applied for and received a PPP loan in the amount of \$1,142,900. This loan was forgiven in fiscal 2021.

In the spring of 2021, another \$1.9 trillion stimulus package was passed that expanded eligibility for larger 501(c)(3) organizations that employ more than 500 employees in aggregate but less than 500 employees per physical location. This new stimulus package allowed Pinnacle Living to apply and receive \$4,587,820 in payroll protection funds. Forgiveness on this loan was applied to and received by the Small Business Administration in the first quarter of fiscal 2023.

The loan balance for Pinnacle Living is included in bonds payable on the combined balance sheet at May 31, 2022.

#### Health & Human Services (“HHS”) Funding:

Pinnacle Living received \$881,102 in HHS assisted living funding in fiscal 2022. WindsorMeade received \$291,956 for skilled nursing funding in fiscal 2021.

#### Commonwealth of Virginia:

In fiscal 2021, Pinnacle Living and WindsorMeade received \$679,179 and \$101,480, respectively.

#### Federal Emergency Management Agency (“FEMA”) Funding:

Pinnacle Living and WindsorMeade have booked a receivable in fiscal 2022 for expected funds to be received from the Federal Emergency Management Agency (“FEMA”) for \$565,077 and \$190,715, respectively.

---

## NOTES TO COMBINED FINANCIAL STATEMENTS

---

### 19. Prior Year Restatement and Reclassification

#### Prior Year Restatement

In fiscal 2022, Management determined Pinnacle Living's net assets have been overstated. The overstatement reflects "Property and equipment, net" and "Investments in affiliate – HCRC". The former is due to the recording of capitalized interest primarily in fiscal 2020. Capitalized interest was calculated on assets that were placed in service. The affect is a reduction to net assets and property and equipment. The latter is due to a change in how transfers to/from Pinnacle Living and WindsorMeade and recorded to the Hermitage Capital and Reserve Corporation. Any transfers recorded from Pinnacle Living to the HCRC have been recorded as an "Investment in Affiliate – HCRC". Instead, transfers should be recorded as an expense or contribution in the year the transfer was made. Therefore, Pinnacle Living will reduce its Investment in Affiliate and net assets.

The combined effect of the restatements reduced the fiscal 2021 beginning net assets \$1.4M and the fiscal 2021 net assets by \$163K.

Neither of these restatements would have reflected any covenant violation.

#### Prior Year Reclassification

Certain accounts relating to the prior year have been reclassified to conform to the current year's presentation.

### 20. Subsequent Events

Beginning November 1, 2022, Pinnacle Living will move its corporate office to 120 Eastshore Drive, Suite 130, Glen Allen, VA 23059. The lease carries through March 2028.

Cash lease payments on the new office per fiscal year are as follows:

Fiscal 2023	\$ 18,699
Fiscal 2024	114,157
Fiscal 2025	117,580
Fiscal 2026	121,100
Fiscal 2027	124,747
Fiscal 2028	<u>106,808</u>
Total	<u>\$603,092</u>

On August 1, 2022, Pinnacle Living sold Hermitage Northern Virginia to The View at Goodwin Living, LLC for \$24,609,000. The estimated gain on the sale of property will be approximately \$17.4M.

Management has evaluated subsequent events through September 28, the date which the financial statements were available for issue.



## INDEPENDENT AUDITOR'S REPORT ON THE SUPPLEMENTARY AND OTHER INFORMATION

Board of Directors  
Pinnacle Living  
Richmond, Virginia

### ***Supplementary Information***

We have audited the combined financial statements of Pinnacle Living, WindsorMeade, and Hermitage Capital and Reserve Corporation as of and for the year ended May 31, 2022 and have issued our report thereon dated September 28, 2022, which expressed an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The combining balance sheet as of May 31, 2022, the combining statement of activities and the combining statement of cash flows for the year then ended are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

The combined financial statements of Pinnacle Living, WindsorMeade, and Hermitage Capital and Reserve Corporation as of May 31, 2021 were audited by Mitchell, Wiggins & Company, LLP who were acquired by Brown, Edwards & Company, L.L.P. effective November 1, 2021. Their report on the supplementary information dated September 14, 2021 stated that the supplementary information was fairly stated in all material respects in relation to the financial statements as a whole.

### ***Other Information Included in the Annual Report***

Management is responsible for the other information included in the annual report. The other information comprises combining balance sheets by community as of May 31, 2022 and 2021, combining statements of activities by community for the years ended May 31, 2022 and 2021, and summary of financial information (unaudited) included in the annual report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

*Brown, Edwards & Company, L.L.P.*

CERTIFIED PUBLIC ACCOUNTANTS

Richmond, Virginia  
September 28, 2022

PINNACLE LIVING  
SCHEDULE OF COMBINING INFORMATION  
COMBINING BALANCE SHEET MAY 31, 2022

	Pinnacle Living		WindsorMeade		Hermitage Capital & Reserve Corporation					
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Sub-Total	Eliminations	Total	
<b>ASSETS</b>										
<b>Current Assets</b>										
Cash and cash equivalents	\$ 10,071,918	\$ -	\$ 16,262,930	\$ -	\$ 389,598	\$ -	\$ 26,724,446	\$ -	\$ 26,724,446	
Cash and cash equivalents, with donor restrictions	-	261,942	-	169,291	-	-	431,233	-	431,233	
Total cash and cash equivalents	10,071,918	261,942	16,262,930	169,291	389,598	-	27,155,679	-	27,155,679	
Accounts receivable, residents, less allowance for uncollectible accounts \$1,494,811	193,479	-	105,568	-	-	-	299,047	-	299,047	
Accounts receivable, other	721,843	-	967,090	-	-	-	1,688,933	-	1,688,933	
Prepaid expenses	233,433	-	50,112	-	-	-	283,545	-	283,545	
Accrued income receivable	117,576	-	-	-	-	-	117,576	-	117,576	
Due from affiliate	738,482	-	-	-	-	-	738,482	(738,482)	-	
Assets whose use is limited	7,769,232	-	703,055	-	-	-	8,472,287	-	8,472,287	
Other assets	396,350	-	-	-	-	-	396,350	-	396,350	
Total current assets	20,242,313	261,942	18,088,755	169,291	389,598	-	39,151,899	(738,482)	38,413,417	
Beneficial interest in trusts, with donor restrictions	-	19,739,753	-	-	-	-	19,739,753	-	19,739,753	
Investments	47,460,825	-	-	-	15,847,481	-	63,308,306	-	63,308,306	
Investments, with donor restrictions	-	5,867,935	-	-	-	-	5,867,935	-	5,867,935	
Investment in Senior Living Partners of Virginia	-	-	-	-	236,137	-	236,137	-	236,137	
Assets whose use is limited	23,424,666	-	5,704,555	-	-	-	29,129,221	-	29,129,221	
Other assets	347,633	-	1,755,900	-	-	-	2,103,533	-	2,103,533	
Property and equipment, net	136,542,808	-	88,202,877	-	145,692	-	224,891,377	-	224,891,377	
Total assets	\$ 228,018,245	\$ 25,869,630	\$ 113,752,087	\$ 169,291	\$ 16,618,908	\$ -	\$ 384,428,161	\$ (738,482)	\$ 383,689,679	
<b>LIABILITIES AND NET ASSETS</b>										
<b>Liabilities</b>										
<b>Current liabilities</b>										
Accounts payable	\$ 2,254,084	\$ -	\$ 340,168	\$ -	\$ -	\$ -	\$ 2,594,252	\$ -	\$ 2,594,252	
Resident refunds payable	3,072	-	6,600	-	-	-	9,672	-	9,672	
Accrued expenses	7,170,201	-	2,109,317	-	-	-	9,279,518	-	9,279,518	
Deposits, prospective residents	370,245	-	77,637	-	-	-	447,882	-	447,882	
Due to affiliate	-	-	738,482	-	-	-	738,482	(738,482)	-	
Bonds payable	2,160,000	-	1,570,000	-	-	-	3,730,000	-	3,730,000	
Other liabilities	1,420,578	-	-	-	-	-	1,420,578	-	1,420,578	
Total current liabilities	13,378,180	-	4,842,204	-	-	-	18,220,384	(738,482)	17,481,902	
Resident refunds payable	231,018	-	4,907,243	-	-	-	5,138,261	-	5,138,261	
Deposits, prospective residents	599,000	-	165,000	-	-	-	764,000	-	764,000	
Bonds payable, net of OID \$2,889,347 and bond issuance costs \$3,185,223	104,219,383	-	56,977,561	-	-	-	161,196,944	-	161,196,944	
Deferred revenue, entrance fees	77,024,021	-	24,069,963	-	-	-	101,093,984	-	101,093,984	
Refundable fees	2,774,895	-	49,145,540	-	-	-	51,920,435	-	51,920,435	
Other liabilities	337,833	-	55,110	-	-	-	392,943	-	392,943	
Total liabilities	198,564,330	-	140,162,621	-	-	-	338,726,951	(738,482)	337,988,469	
<b>Net Assets</b>										
Without donor restrictions										
Undesignated	24,291,039	-	(26,410,534)	-	16,618,908	-	14,499,413	-	14,499,413	
With board designations	5,162,876	-	-	-	-	-	5,162,876	-	5,162,876	
With donor restrictions										
Purpose restricted for Samaritan Program	-	2,854,943	-	70,973	-	-	2,925,916	-	2,925,916	
Purpose restricted for all other programs	-	300,996	-	98,318	-	-	399,314	-	399,314	
Perpetual in nature - investments	-	2,973,938	-	-	-	-	2,973,938	-	2,973,938	
Perpetual in nature - beneficial interest in trusts	-	19,739,753	-	-	-	-	19,739,753	-	19,739,753	
Total net assets	29,453,915	25,869,630	(26,410,534)	169,291	16,618,908	-	45,701,210	-	45,701,210	
Total liabilities and net assets	\$ 228,018,245	\$ 25,869,630	\$ 113,752,087	\$ 169,291	\$ 16,618,908	\$ -	\$ 384,428,161	\$ (738,482)	\$ 383,689,679	



PINNACLE LIVING  
SCHEDULE OF COMBINING INFORMATION  
COMBINING BALANCE SHEET MAY 31, 2021 Restated

Hermitage Capital & Reserve Corporation

	Pinnacle Living		WindsorMeade		Hermitage Capital & Reserve Corporation				
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Sub-Total	Eliminations	Total
<b>ASSETS</b>									
<b>Current Assets</b>									
Cash and cash equivalents	\$ 11,731,929	\$ -	\$ 12,734,967	\$ -	\$ 535,625	\$ -	\$ 25,002,521	\$ -	\$ 25,002,521
Cash and cash equivalents, with donor restrictions	-	67,123	-	94,526	-	-	161,649	-	161,649
Total cash and cash equivalents	11,731,929	67,123	12,734,967	94,526	535,625	-	25,164,170	-	25,164,170
Accounts receivable, residents, less allowance for uncollectible accounts \$2,799,260	196,206	-	-	-	-	-	196,206	-	196,206
Accounts receivable, other	282,510	-	871,940	-	-	-	1,154,450	-	1,154,450
Prepaid expenses	281,498	-	41,162	-	-	-	322,660	-	322,660
Accrued income receivable	101,705	-	-	-	-	-	101,705	-	101,705
Due from affiliate	97,885	-	-	-	-	-	97,885	(97,885)	-
Assets whose use is limited	7,014,600	-	2,215,119	-	-	-	9,229,719	-	9,229,719
Other assets	412,424	-	-	-	-	-	412,424	-	412,424
Total current assets	20,118,757	67,123	15,863,188	94,526	535,625	-	36,679,219	(97,885)	36,581,334
Beneficial interest in trusts, with donor restrictions	-	23,404,338	-	-	-	-	23,404,338	-	23,404,338
Due from affiliate - WindsorMeade	7,980,000	-	-	-	-	-	7,980,000	(7,980,000)	-
Investments	42,642,891	-	-	-	18,008,161	-	60,651,052	-	60,651,052
Investments, with donor restrictions	-	6,382,011	-	-	-	-	6,382,011	-	6,382,011
Investment in Senior Living Partners of Virginia	-	-	-	-	359,000	-	359,000	-	359,000
Assets whose use is limited	30,023,588	-	3,863,308	-	-	-	33,886,896	-	33,886,896
Other assets	424,356	-	41,151	-	-	-	465,507	-	465,507
Property and equipment, net	131,561,408	-	89,855,980	-	145,692	-	221,563,080	-	221,563,080
Total assets	\$ 232,751,000	\$ 29,853,472	\$ 109,623,627	\$ 94,526	\$ 19,048,478	\$ -	\$ 391,371,103	\$ (8,077,885)	\$ 383,293,218
<b>LIABILITIES AND NET ASSETS</b>									
<b>Liabilities</b>									
<b>Current liabilities</b>									
Accounts payable	\$ 2,114,552	\$ -	\$ 600,561	\$ -	\$ -	\$ -	\$ 2,715,113	\$ -	\$ 2,715,113
Accrued expenses	6,687,220	-	2,078,175	-	-	-	8,765,395	-	8,765,395
Deposits, prospective residents	388,233	-	240,234	-	-	-	628,467	-	628,467
Due to affiliate	-	-	97,885	-	-	-	97,885	(97,885)	-
Bonds payable	2,060,000	-	720,000	-	-	-	2,780,000	(150,000)	2,630,000
Other liabilities	59,021	-	13,715	-	-	-	72,736	-	72,736
Total current liabilities	11,309,026	-	3,750,570	-	-	-	15,059,596	(247,885)	14,811,711
Resident refunds payable	-	-	6,597,651	-	-	-	6,597,651	-	6,597,651
Deposits, prospective residents	479,000	-	161,000	-	-	-	640,000	-	640,000
Bonds payable, net of OID \$7,451,837 and bond issuance costs \$2,426,959	108,299,794	-	42,866,755	-	-	-	151,166,549	(7,379,290)	143,787,259
Deferred revenue, entrance fees	77,568,878	-	21,210,525	-	-	-	98,779,403	-	98,779,403
Refundable fees	2,774,894	-	48,883,104	-	-	-	51,657,998	-	51,657,998
Other liabilities	488,230	-	41,451	-	-	-	529,681	-	529,681
Total liabilities	200,919,822	-	123,511,056	-	-	-	324,430,878	(7,627,175)	316,803,703
<b>Net Assets</b>									
Without donor restrictions									
Undesignated	26,668,302	-	(13,887,429)	-	19,048,478	-	31,829,351	(450,710)	31,378,641
With board designations	5,162,876	-	-	-	-	-	5,162,876	-	5,162,876
With donor restrictions									
Purpose restricted for Samaritan Program	-	3,296,882	-	38,095	-	-	3,334,977	-	3,334,977
Purpose restricted for all other programs	-	178,314	-	56,431	-	-	234,745	-	234,745
Perpetual in nature - investments	-	2,973,938	-	-	-	-	2,973,938	-	2,973,938
Perpetual in nature - beneficial interest in trusts	-	23,404,338	-	-	-	-	23,404,338	-	23,404,338
Total net assets	31,831,178	29,853,472	(13,887,429)	94,526	19,048,478	-	66,940,225	(450,710)	66,489,515
Total liabilities and net assets	\$ 232,751,000	\$ 29,853,472	\$ 109,623,627	\$ 94,526	\$ 19,048,478	\$ -	\$ 391,371,103	\$ (8,077,885)	\$ 383,293,218

PINNACLE LIVING  
SCHEDULE OF COMBINING INFORMATION  
COMBINING STATEMENT OF ACTIVITIES YEAR ENDED May 31, 2022

	Pinnacle Living		WindsorMeade		Hermitage Capital & Reserve Corporation				
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Sub-Total	Eliminations	Total
<b>Operating revenues and support</b>									
Residents' fees	\$ 50,962,620	\$ -	\$ 16,470,630	\$ -	\$ -	\$ -	\$ 67,433,250	\$ -	\$ 67,433,250
Membership fees	96,388	-	-	-	-	-	96,388	-	96,388
Benevolent care	(338,136)	-	-	-	-	-	(338,136)	-	(338,136)
Amortization of deferred revenue from entrance fees	10,135,226	-	2,927,680	-	-	-	13,062,906	-	13,062,906
Ancillary service revenue, net	24,493	-	401,108	-	-	-	425,601	-	425,601
Other operating revenue	4,408,679	-	424,924	-	-	-	4,833,603	(1,484,214)	3,349,389
Net assets released from restrictions	417,657	(417,657)	3,120	(3,120)	-	-	-	-	-
<b>Total operating revenues and support</b>	<b>65,706,927</b>	<b>(417,657)</b>	<b>20,227,462</b>	<b>(3,120)</b>	<b>-</b>	<b>-</b>	<b>85,513,612</b>	<b>(1,484,214)</b>	<b>84,029,398</b>
<b>Operating expenses</b>									
Administration	9,988,649	-	3,163,394	-	-	-	13,152,043	(1,484,214)	11,667,829
Marketing	2,505,319	-	612,137	-	-	-	3,117,456	-	3,117,456
General overhead	1,157,480	-	953,321	-	-	-	2,110,801	-	2,110,801
Depreciation	7,354,013	-	3,836,196	-	-	-	11,190,209	-	11,190,209
Dining	9,716,402	-	2,127,267	-	-	-	11,843,669	-	11,843,669
Resident services	2,511,942	-	714,717	-	-	-	3,226,659	-	3,226,659
Designated funds	79,521	-	3,120	-	-	-	82,641	-	82,641
Building and grounds	8,419,187	-	2,805,180	-	-	-	11,224,367	-	11,224,367
Housekeeping	3,163,842	-	635,868	-	-	-	3,799,710	-	3,799,710
Households / Neighborhoods	19,144,642	-	4,571,359	-	-	-	23,716,001	-	23,716,001
<b>Total operating expenses</b>	<b>64,040,997</b>	<b>-</b>	<b>19,422,559</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>83,463,556</b>	<b>(1,484,214)</b>	<b>81,979,342</b>
<b>Change in net assets from operations</b>	<b>1,665,930</b>	<b>(417,657)</b>	<b>804,903</b>	<b>(3,120)</b>	<b>-</b>	<b>-</b>	<b>2,050,056</b>	<b>-</b>	<b>2,050,056</b>
<b>Other non-operating changes</b>									
Bequests	27,130	-	-	-	-	-	27,130	-	27,130
Trusts and legacies	802,846	-	-	-	-	-	802,846	-	802,846
Present value change in trusts	-	(3,664,585)	-	-	-	-	(3,664,585)	-	(3,664,585)
Loss on disposal of property and equipment	(54,432)	-	-	-	-	-	(54,432)	-	(54,432)
Contributions, other	13,393	-	2,000	-	-	-	15,393	-	15,393
Contributions, Samaritan funds	-	282,081	-	32,878	-	-	314,959	-	314,959
Contributions, restricted funds	-	202,203	-	45,007	-	-	247,210	-	247,210
Investment income	2,451,164	145,735	533	-	398,977	-	2,996,409	(333,075)	2,663,334
Net realized gain (loss) on investments	812,975	(75,667)	-	-	(267,307)	-	470,001	-	470,001
Net unrealized gain (loss) on investments	(5,783,755)	(455,952)	950,781	-	(1,100,447)	-	(6,389,373)	-	(6,389,373)
Interest expense	(3,337,845)	-	(1,820,248)	-	-	-	(5,158,093)	459,108	(4,698,985)
Loss on defeasance	-	-	(12,766,498)	-	-	-	(12,766,498)	324,677	(12,441,821)
Other non-operating charges and fees	(146,184)	-	17,173	-	(1,027)	-	(130,038)	-	(130,038)
Transfer from affiliate	1,171,515	-	288,251	-	(1,459,766)	-	-	-	-
<b>Total other non-operating changes</b>	<b>(4,043,193)</b>	<b>(3,566,185)</b>	<b>(13,328,008)</b>	<b>77,885</b>	<b>(2,429,570)</b>	<b>-</b>	<b>(23,289,071)</b>	<b>450,710</b>	<b>(22,838,361)</b>
<b>Change in net assets</b>	<b>(2,377,263)</b>	<b>(3,983,842)</b>	<b>(12,523,105)</b>	<b>74,765</b>	<b>(2,429,570)</b>	<b>-</b>	<b>(21,239,015)</b>	<b>450,710</b>	<b>(20,788,305)</b>
<b>Net assets at the beginning of the year</b>	<b>31,831,178</b>	<b>29,853,472</b>	<b>(13,887,429)</b>	<b>94,526</b>	<b>19,048,478</b>	<b>-</b>	<b>66,940,225</b>	<b>(450,710)</b>	<b>66,489,515</b>
<b>Net assets at the end of the year</b>	<b>\$ 29,453,915</b>	<b>\$ 25,869,630</b>	<b>\$ (26,410,534)</b>	<b>\$ 169,291</b>	<b>\$ 16,618,908</b>	<b>\$ -</b>	<b>\$ 45,701,210</b>	<b>\$ -</b>	<b>\$ 45,701,210</b>

PINNACLE LIVING  
SCHEDULE OF COMBINING INFORMATION  
COMBINING STATEMENT OF ACTIVITIES YEAR ENDED May 31, 2021 Restated

	Pinnacle Living		WindsorMeade		Hermitage Capital & Reserve Corporation		Sub-Total	Eliminations	Total
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions			
Operating revenues and support									
Residents' fees	\$ 46,965,895	\$ -	\$ 15,867,855	\$ -	\$ -	\$ -	\$ 62,833,750	\$ -	\$ 62,833,750
Membership fees	71,539	-	-	-	-	-	71,539	-	71,539
Benevolent care	(454,869)	-	-	-	-	-	(454,869)	-	(454,869)
Amortization of deferred revenue from entrance fees	10,414,891	-	3,146,670	-	-	-	13,561,561	-	13,561,561
Ancillary service revenue, net	31,664	-	461,828	-	-	-	493,492	-	493,492
Other operating revenue	3,221,426	-	2,123,507	-	-	-	5,344,933	(663,368)	4,681,565
Net assets released from restrictions	454,867	(454,867)	-	-	-	-	-	-	-
Total operating revenues and support	60,705,413	(454,867)	21,599,860	-	-	-	81,850,406	(663,368)	81,187,038
Operating expenses									
Administration	9,722,453	-	2,408,647	-	-	-	12,131,100	(663,368)	11,467,732
Marketing	2,484,946	-	737,421	-	-	-	3,222,367	-	3,222,367
General overhead	1,042,349	-	927,273	-	705	-	1,970,327	-	1,970,327
Depreciation	7,128,991	-	3,721,840	-	-	-	10,850,831	-	10,850,831
Dining	8,824,114	-	1,808,928	-	-	-	10,633,042	-	10,633,042
Resident services	2,570,687	-	550,394	-	-	-	3,121,081	-	3,121,081
Designated funds	76,596	-	6,605	-	-	-	83,201	-	83,201
Building and grounds	8,278,072	-	2,569,596	-	-	-	10,847,668	-	10,847,668
Housekeeping	2,985,351	-	536,898	-	-	-	3,522,249	-	3,522,249
Households / Neighborhoods	17,555,348	-	4,238,105	-	-	-	21,793,453	-	21,793,453
Total operating expenses	60,668,907	-	17,505,707	-	705	-	78,175,319	(663,368)	77,511,951
Change in net assets from operations	36,506	(454,867)	4,094,153	-	(705)	-	3,675,087	-	3,675,087
Other non-operating changes									
Bequests	47,497	-	-	-	-	-	47,497	-	47,497
Trusts and legacies	787,084	-	-	-	-	-	787,084	-	787,084
Present value change in trusts	-	6,033,735	-	-	-	-	6,033,735	-	6,033,735
Loss on disposal of property and equipment	(396,846)	-	-	-	-	-	(396,846)	-	(396,846)
Contributions, other	48,135	-	-	-	-	-	48,135	-	48,135
Contributions, Samaritan funds	-	832,751	-	11,581	-	-	844,332	-	844,332
Contributions, restricted funds	76,596	86,995	6,605	490	-	-	170,686	-	170,686
Investment income	1,277,616	133,848	486	-	340,703	-	1,752,653	(457,199)	1,295,454
Net realized gain (loss) on investments	3,297,038	308,475	-	-	(280,609)	-	3,324,904	-	3,324,904
Net unrealized gain (loss) on investments	5,315,635	(448,709)	-	-	128,439	-	4,995,365	(206,909)	4,788,456
Interest expense	(2,552,515)	-	(3,052,129)	-	-	-	(5,604,644)	512,207	(5,092,437)
Other non-operating charges and fees	(241,814)	-	(1,483)	-	(1,018)	-	(244,315)	-	(244,315)
Transfer from affiliate	(3,750,005)	-	-	-	3,750,005	-	-	-	-
Total other non-operating changes	3,908,421	6,947,095	(3,046,521)	12,071	3,937,520	-	11,758,586	(151,901)	11,606,685
Change in net assets	3,944,927	6,492,228	1,047,632	12,071	3,936,815	-	15,433,673	(151,901)	15,281,772
Net assets at the beginning of the year	27,886,251	23,361,244	(14,935,061)	82,455	15,111,663	-	51,506,552	(298,809)	51,207,743
Net assets at the end of the year	\$ 31,831,178	\$ 29,853,472	\$ (13,887,429)	\$ 94,526	\$ 19,048,478	\$ -	\$ 66,940,225	\$ (450,710)	\$ 66,489,515

PINNACLE LIVING  
SCHEDULE OF COMBINING INFORMATION  
COMBINING STATEMENT OF CASH FLOWS YEAR ENDED MAY 31, 2022

	Pinnacle Living	WindsorMeade	HCRC	Sub-Total	Eliminations	Total
<b>Operating Activities</b>						
Change in net assets	\$ (6,361,105)	\$ (12,448,340)	\$ (2,429,570)	\$ (21,239,015)	\$ 450,710	\$ (20,788,305)
<b>Adjustments to reconcile change in net assets to net cash provided (used in) by operating activities</b>						
Depreciation	7,354,013	3,836,196	-	11,190,209	-	11,190,209
Amortization of deferred revenue from entrance fees	(10,135,226)	(2,927,680)	-	(13,062,906)	-	(13,062,906)
Amortization of bond issuance costs	120,885	42,153	-	163,038	(2,094)	160,944
Amortization of original issue premium on bonds payable	(828,571)	(190,863)	-	(1,019,434)	(123,939)	(1,143,373)
Realized (gains) losses on investments	(737,308)	-	267,307	(470,001)	-	(470,001)
Unrealized (gains) losses on investments	6,239,707	(950,781)	1,100,447	6,389,373	-	6,389,373
Loss on disposal of property and equipment	54,432	-	-	54,432	-	54,432
Proceeds of Pinnacle Advantage membership entrance fees	190,000	-	-	190,000	-	190,000
Proceeds first generation entrance fees	1,435,830	-	-	1,435,830	-	1,435,830
Proceeds after first generation entrance fees	8,664,246	11,190,325	-	19,854,571	-	19,854,571
Refunds of entrance fees	(468,399)	(6,786,540)	-	(7,254,939)	-	(7,254,939)
Refunds of Pinnacle Advantage entrance fees	-	-	-	-	-	-
Beneficial interest in trusts, with donor restrictions	3,664,585	-	-	3,664,585	-	3,664,585
Loss on defeasance	-	12,766,498	-	12,766,498	(324,677)	12,441,821
<b>Changes in operating assets</b>						
Accounts receivable, residents	2,727	(105,568)	-	(102,841)	-	(102,841)
Accounts receivable, other	(439,333)	(190,715)	-	(630,048)	-	(630,048)
Accrued income receivable	(15,871)	-	-	(15,871)	-	(15,871)
Prepaid expenses	48,065	(8,950)	-	39,115	-	39,115
Due from affiliate(s)	(640,597)	-	-	(640,597)	640,597	(640,597)
Other assets	92,797	(13,968)	-	78,829	-	78,829
<b>Changes in operating liabilities</b>						
Accounts payable	139,532	(260,393)	-	(120,861)	-	(120,861)
Resident refunds payable	2,783	9,608	-	12,391	-	12,391
Accrued expenses	482,981	31,142	-	514,123	-	514,123
Deposits, prospective residents	102,012	(158,597)	-	(56,585)	-	(56,585)
Due to affiliate	-	640,597	-	640,597	(640,597)	640,597
Other liabilities	1,211,160	(56)	-	1,211,104	-	1,211,104
<b>Net cash provided by (used in) operating activities</b>	<b>10,179,345</b>	<b>4,474,068</b>	<b>(1,061,816)</b>	<b>13,591,597</b>	<b>-</b>	<b>13,591,597</b>
<b>Investment Activities</b>						
Proceeds from sales of investment securities	16,083,181	-	1,449,976	17,533,157	-	17,533,157
Purchase of investments	(10,072,400)	(341,991)	(534,187)	(10,948,578)	(7,980,000)	(18,928,578)
Withdrawal from investments	(2,000,000)	-	-	(2,000,000)	-	(2,000,000)
Proceeds from the sale of property and equipment	806,926	-	-	806,926	-	806,926
Purchase of property and equipment, Cedarfield expansion	(8,284,918)	-	-	(8,284,918)	-	(8,284,918)
Purchase of property and equipment, capitalized interest	(1,111,835)	-	-	(1,111,835)	-	(1,111,835)
Purchase of property and equipment, routine	(3,792,766)	(2,183,093)	-	(5,975,859)	-	(5,975,859)
<b>Net cash provided by (used in) investment activities</b>	<b>(8,371,812)</b>	<b>(2,525,084)</b>	<b>915,789</b>	<b>(9,981,107)</b>	<b>(7,980,000)</b>	<b>(17,961,107)</b>

PINNACLE LIVING  
SCHEDULE OF COMBINING INFORMATION  
COMBINING STATEMENT OF CASH FLOWS YEAR ENDED MAY 31, 2022 (CONTINUED)

	Pinnacle Living	WindsorMeade	HCRC	Sub-Total	Eliminations	Total
<b>Financing Activities</b>						
Bond issuance costs	-	(961,363)	-	(961,363)	-	(961,363)
Original issue premium	-	2,098,667	-	2,098,667	-	2,098,667
Cap premium	-	(750,000)	-	(750,000)	-	(750,000)
Interest expense financed on Series 2013A bonds	-	(2,953,050)	-	(2,953,050)	-	(2,953,050)
Issuance of debt on 2021A bonds	-	26,800,000	-	26,800,000	-	26,800,000
Issuance of debt on 2021B bonds	-	29,365,000	-	29,365,000	-	29,365,000
Issuance of taxable loan	-	2,075,000	-	2,075,000	-	2,075,000
Principal payment of Series 2012 bonds	(2,060,000)	-	-	(2,060,000)	-	(2,060,000)
Principal payment of Series 2013A bonds	-	(29,040,000)	-	(29,040,000)	-	(29,040,000)
Principal payment on Series 2013A subordinate bonds	-	(9,897,733)	-	(9,897,733)	-	(9,897,733)
Principal payment on Series 2013B bonds	-	(6,500,000)	-	(6,500,000)	6,500,000	-
Principal payment of Series 2013C bonds	-	(1,480,000)	-	(1,480,000)	1,480,000	-
Principal payment of Series 2016 bonds	-	(6,547,777)	-	(6,547,777)	-	(6,547,777)
Principal payment of Series 2019B bonds	(1,212,725)	-	-	(1,212,725)	-	(1,212,725)
Principal payment on taxable loan	-	(555,000)	-	(555,000)	-	(555,000)
Net cash provided by (used in) financing activities	(3,272,725)	1,653,744	-	(1,618,981)	7,980,000	6,361,019
Net change in cash and cash equivalents	(1,465,192)	3,602,728	(146,027)	1,991,509	-	1,991,509
Cash and cash equivalents, beginning	11,799,052	12,829,493	535,625	25,164,170	-	25,164,170
Cash and cash equivalents, ending	\$ 10,333,860	\$ 16,432,221	\$ 389,598	\$ 27,155,679	\$ -	\$ 27,155,679
Supplemental disclosure of cash flow information, cash payments for interest, net of amounts capitalized	\$ 5,152,011	\$ 2,144,446	\$ -	\$ 7,296,457	\$ -	\$ 7,296,457

PINNACLE LIVING  
SCHEDULE OF COMBINING INFORMATION  
COMBINING STATEMENT OF CASH FLOWS YEAR ENDED MAY 31, 2021 Restated

	Pinnacle Living	WindsorMeade	HCRC	Sub-Total	Eliminations	Total
<b>Operating Activities</b>						
Change in net assets	\$ 10,437,155	\$ 1,059,703	\$ 3,936,815	\$ 15,433,673	\$ (151,901)	\$ 15,281,772
<b>Adjustments to reconcile change in net assets to net cash provided (used in) by operating activities</b>						
Depreciation	7,128,991	3,721,840	-	10,850,831	-	10,850,831
Amortization of deferred revenue from entrance fees	(10,414,891)	(3,146,670)	-	(13,561,561)	-	(13,561,561)
Amortization of bond issuance costs	120,884	8,376	-	129,260	-	129,260
Amortization of original issue discount (premium) on bonds payable	(828,552)	507,984	-	(320,568)	(55,008)	(375,576)
Realized gains on investments	(3,605,513)	-	280,609	(3,324,904)	-	(3,324,904)
Unrealized gains on investments	(4,866,926)	-	(128,439)	(4,995,365)	206,909	(4,788,456)
Loss on disposal of property and equipment	396,846	-	-	396,846	-	396,846
Proceeds of Pinnacle Advantage membership entrance fees	180,000	-	-	180,000	-	180,000
Proceeds first generation entrance fees	9,916,475	-	-	9,916,475	-	9,916,475
Proceeds after first generation entrance fees	10,718,585	8,247,065	-	18,965,650	-	18,965,650
Refunds of entrance fees	(1,191,754)	(6,689,242)	-	(7,880,996)	-	(7,880,996)
Refunds of Pinnacle Advantage entrance fees	-	-	-	-	-	-
Beneficial interest in trusts, with donor restrictions	(6,033,735)	-	-	(6,033,735)	-	(6,033,735)
Forgiveness of payroll protection program debt	-	(1,142,900)	-	(1,142,900)	-	(1,142,900)
<b>Changes in operating assets</b>						
Accounts receivable, residents	3,781	178,274	-	182,055	-	182,055
Accounts receivable, other	137,608	-	-	137,608	-	137,608
Accrued income receivable	16,940	-	-	16,940	-	16,940
Prepaid expenses	(72,692)	1,451	-	(71,241)	-	(71,241)
Due from affiliate(s)	636,681	-	-	636,681	(636,681)	-
Other assets	(202,864)	(41,151)	-	(244,015)	-	(244,015)
<b>Changes in operating liabilities</b>						
Accounts payable	(3,074,303)	(284,359)	-	(3,358,662)	-	(3,358,662)
Resident refunds payable	-	(189,763)	-	(189,763)	-	(189,763)
Accrued expenses	(528,431)	(173,202)	-	(701,633)	-	(701,633)
Deposits, prospective residents	(724,632)	(115,129)	-	(839,761)	-	(839,761)
Due to affiliate	-	(32,894)	(603,787)	(636,681)	636,681	-
Other liabilities	21,922	(194,890)	-	(172,968)	-	(172,968)
<b>Net cash provided by operating activities</b>	<b>8,171,575</b>	<b>1,714,493</b>	<b>3,485,198</b>	<b>13,371,266</b>	<b>-</b>	<b>13,371,266</b>
<b>Investment Activities</b>						
Proceeds from sales of investment securities	21,379,085	854,211	3,401,182	25,634,478	-	25,634,478
Purchase of investments	3,459,501	-	(6,521,604)	(3,062,103)	(140,000)	(3,202,103)
Withdrawal from investments	(5,400,000)	-	(500,000)	(5,900,000)	-	(5,900,000)
Purchase of property and equipment, Cedarfield expansion	(9,962,455)	-	-	(9,962,455)	-	(9,962,455)
Purchase of property and equipment, capitalized interest	(2,260,744)	-	-	(2,260,744)	-	(2,260,744)
Purchase of property and equipment, routine	(3,586,639)	(1,849,869)	-	(5,436,508)	-	(5,436,508)
<b>Net cash provided by (used in) investment activities</b>	<b>3,628,748</b>	<b>(995,658)</b>	<b>(3,620,422)</b>	<b>(987,332)</b>	<b>(140,000)</b>	<b>(1,127,332)</b>

PINNACLE LIVING  
SCHEDULE OF COMBINING INFORMATION  
COMBINING STATEMENT OF CASH FLOWS YEAR ENDED MAY 31, 2021 Restated (CONTINUED)

	Pinnacle Living	WindsorMeade	HCRC	Sub-Total	Eliminations	Total
<b>Financing Activities</b>						
Issuance Series 2019B bonds	790,152	-	-	790,152	-	790,152
Issuance of payroll protection program debt	4,587,820	-	-	4,587,820	-	4,587,820
Principal payment of Series 2012 bonds	(1,985,000)	-	-	(1,985,000)	-	(1,985,000)
Principal payment of Series 2013A bonds	-	(485,000)	-	(485,000)	-	(485,000)
Principal payment of Series 2013C bonds	-	(140,000)	-	(140,000)	140,000	-
Principal payment of Series 2016 bonds	-	(178,484)	-	(178,484)	-	(178,484)
Principal payment of Series 2019B bonds	(9,567,275)	-	-	(9,567,275)	-	(9,567,275)
Net cash used in financing activities	(6,174,303)	(803,484)	-	(6,977,787)	140,000	(6,837,787)
<b>Net change in cash and cash equivalents</b>	5,626,020	(84,649)	(135,224)	5,406,147	-	5,406,147
Cash and cash equivalents, beginning	6,173,032	12,914,142	670,849	19,758,023	-	19,758,023
Cash and cash equivalents, ending	\$ 11,799,052	\$ 12,829,493	\$ 535,625	\$ 25,164,170	\$ -	\$ 25,164,170
Supplemental disclosure of cash flow information, cash payments for interest, net of amounts capitalized	\$ 5,337,933	\$ 2,555,621	\$ -	\$ 7,893,554	\$ -	\$ 7,893,554
Supplemental schedule of noncash financing activities, forgiveness of payroll protection program debt	\$ -	1,142,900	-	1,142,900	-	1,142,900

**This page intentionally left blank**



# PINNACLE LIVING

## **SUPPLEMENTAL INFORMATION AND OTHER REQUIRED DISCLOSURES**

Pinnacle Living is a “provider” of continuing care, as such term is contemplated under Virginia law. Pinnacle Living facilities are not legal entities unto themselves. Rather, Pinnacle Living facilities are locations where Pinnacle Living provides continuing care for its residents. Accordingly, as is reflected in the foregoing financial statements, Pinnacle Living owns all assets of the corporation, and all liabilities of the corporation are incurred by Pinnacle Living in its corporate name.

In consultation with its auditor, Pinnacle Living has determined that the following Combining Balance Sheets by Community accurately reflect the foregoing realities: No Pinnacle Living facility owns assets, and no Pinnacle Living facility incurs obligations in the name of the facility.

However, Pinnacle Living has prepared the following Combining Statements of Activities by Community in an effort to provide information about revenues received and expenses incurred by Pinnacle Living with regard to its various facilities. The reader is cautioned to be mindful of the fact, as stated above, that all such activities are engaged in by the corporation (Pinnacle Living) in these locations, not by the facilities themselves (which are not legal entities), and that this information is more accurately reflected in the Pinnacle Living audited financial statements. Indeed, Pinnacle Living’s auditor has not subjected this information to the auditing procedures applied in the audit of the basic financial statements precisely because it does not accurately describe the entity contractually responsible for providing services to the residents. Nevertheless, the following unaudited information is presented in response to Administrative Letter 2013-01 of the Commissioner of Insurance, State Corporation Commission of Virginia, to be reviewed in connection with the foregoing audited financial statements of Pinnacle Living, which do accurately reflect such contractual relationship.

PINNACLE LIVING  
SUPPLEMENTAL INFORMATION AND OTHER REQUIRED DISCLOSURES  
COMBINING BALANCE SHEET BY COMMUNITY MAY 31, 2022

	Pinnacle Living Pooled Funds	Hermitage Northern Virginia	Hermitage Richmond	Hermitage Roanoke	Lydia Roper Home	Cedarfield
<b>ASSETS</b>						
<b>Current Assets</b>						
Cash and cash equivalents	\$ 10,071,918	\$ -	\$ -	\$ -	\$ -	\$ -
Cash and cash equivalents, with donor restrictions	261,942	-	-	-	-	-
<b>Total cash and cash equivalents</b>	<b>10,333,860</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Accounts receivable, residents, less allowance for uncollectible accounts \$1,494,811	193,479	-	-	-	-	-
Accounts receivable, other	721,843	-	-	-	-	-
Prepaid expenses	233,433	-	-	-	-	-
Accrued income receivable	117,576	-	-	-	-	-
Due from affiliate	738,482	-	-	-	-	-
Assets whose use is limited	7,769,232	-	-	-	-	-
Other assets	396,350	-	-	-	-	-
<b>Total current assets</b>	<b>20,504,255</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Beneficial interest in trusts, with donor restrictions	19,739,753	-	-	-	-	-
Investments	47,460,825	-	-	-	-	-
Investments, with donor restrictions	5,867,935	-	-	-	-	-
Investments in Senior Living Partners of Virginia	-	-	-	-	-	-
Assets whose use is limited	23,424,666	-	-	-	-	-
Other assets	347,633	-	-	-	-	-
Property and equipment, net	136,542,808	-	-	-	-	-
<b>Total assets</b>	<b>\$ 253,887,875</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>LIABILITIES AND NET ASSETS</b>						
<b>Liabilities</b>						
<b>Current liabilities</b>						
Accounts payable	\$ 2,254,084	\$ -	\$ -	\$ -	\$ -	\$ -
Resident refund payable	3,072	-	-	-	-	-
Accrued expenses	7,170,201	-	-	-	-	-
Deposits, prospective residents	370,245	-	-	-	-	-
Due to affiliate	-	-	-	-	-	-
Bonds payable	2,160,000	-	-	-	-	-
Other liabilities	1,420,578	-	-	-	-	-
<b>Total current liabilities</b>	<b>13,378,180</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Resident refunds payable	231,018	-	-	-	-	-
Deposits, prospective residents	599,000	-	-	-	-	-
Bonds payable, net of OID \$2,889,247 and bond issuance costs \$3,185,223	104,219,383	-	-	-	-	-
Deferred revenue, entrance fees	77,024,021	-	-	-	-	-
Refundable fees	2,774,895	-	-	-	-	-
Other liabilities	337,833	-	-	-	-	-
<b>Total liabilities</b>	<b>198,564,330</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Assets</b>						
<b>Without donor restrictions</b>						
Undesignated	24,291,039	-	-	-	-	-
With board designations	5,162,876	-	-	-	-	-
<b>With donor restrictions</b>						
Purpose restricted for Samaritan Program	2,854,943	-	-	-	-	-
Purpose restricted for all other programs	300,996	-	-	-	-	-
Perpetual in nature - investments	2,973,938	-	-	-	-	-
Perpetual in nature - beneficial interest in trusts	19,739,753	-	-	-	-	-
<b>Total net assets</b>	<b>55,323,545</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total liabilities and net assets</b>	<b>\$ 253,887,875</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

PINNACLE LIVING  
SUPPLEMENTAL INFORMATION AND OTHER REQUIRED DISCLOSURES  
COMBINING BALANCE SHEET BY COMMUNITY MAY 31, 2022 (CONTINUED)

	Pinnacle Advantage	Pinnacle Living Obligated Group	WindsorMeade	HCRC	Eliminations	Total
<b>ASSETS</b>						
<b>Current Assets</b>						
Cash and cash equivalents	\$ -	\$ 10,071,918	\$ 16,262,930	\$ 389,598	\$ -	\$ 26,724,446
Cash and cash equivalents, with donor restrictions	-	261,942	169,291	-	-	431,233
<b>Total cash and cash equivalents</b>	-	<b>10,333,860</b>	<b>16,432,221</b>	<b>389,598</b>	-	<b>27,155,679</b>
Accounts receivable, residents, less allowance for uncollectible accounts \$1,494,811	-	193,479	105,568	-	-	299,047
Accounts receivable, other	-	721,843	967,090	-	-	1,688,933
Prepaid expenses	-	233,433	50,112	-	-	283,545
Accrued income receivable	-	117,576	-	-	-	117,576
Due from affiliate	-	738,482	-	-	(738,482)	-
Assets whose use is limited	-	7,769,232	703,055	-	-	8,472,287
Other assets	-	396,350	-	-	-	396,350
<b>Total current assets</b>	-	<b>20,504,255</b>	<b>18,258,046</b>	<b>389,598</b>	<b>(738,482)</b>	<b>38,413,417</b>
<b>Beneficial interest in trusts, with donor restrictions</b>	-	<b>19,739,753</b>	-	-	-	<b>19,739,753</b>
Investments	-	47,460,825	-	15,847,481	-	63,308,306
Investments, with donor restrictions	-	5,867,935	-	-	-	5,867,935
Investments in Senior Living Partners of Virginia	-	-	-	236,137	-	236,137
Assets whose use is limited	-	23,424,666	5,704,555	-	-	29,129,221
Other assets	-	347,633	1,755,900	-	-	2,103,533
Property and equipment, net	-	136,542,808	88,202,877	145,692	-	224,891,377
<b>Total assets</b>	\$ -	\$ <b>253,887,875</b>	\$ <b>113,921,378</b>	\$ <b>16,618,908</b>	\$ <b>(738,482)</b>	\$ <b>383,689,679</b>
<b>LIABILITIES AND NET ASSETS</b>						
<b>Liabilities</b>						
<b>Current liabilities</b>						
Accounts payable	\$ -	\$ 2,254,084	\$ 340,168	\$ -	\$ -	\$ 2,594,252
Resident refund payable	-	3,072	6,600	-	-	9,672
Accrued expenses	-	7,170,201	2,109,317	-	-	9,279,518
Deposits, prospective residents	-	370,245	77,637	-	-	447,882
Due to affiliate	-	-	738,482	-	(738,482)	-
Bonds payable	-	2,160,000	1,570,000	-	-	3,730,000
Other liabilities	-	1,420,578	-	-	-	1,420,578
<b>Total current liabilities</b>	-	<b>13,378,180</b>	<b>4,842,204</b>	-	<b>(738,482)</b>	<b>17,481,902</b>
Resident refunds payable	-	231,018	4,907,243	-	-	5,138,261
Deposits, prospective residents	-	599,000	165,000	-	-	764,000
Bonds payable, net of OID \$2,889,247 and bond issuance costs \$3,185,223	-	104,219,383	56,977,561	-	-	161,196,944
Deferred revenue, entrance fees	-	77,024,021	24,069,963	-	-	101,093,984
Refundable fees	-	2,774,895	49,145,540	-	-	51,920,435
Other liabilities	-	337,833	55,110	-	-	392,943
<b>Total liabilities</b>	-	<b>198,564,330</b>	<b>140,162,621</b>	-	<b>(738,482)</b>	<b>337,988,469</b>
<b>Net Assets</b>						
<b>Without donor restrictions</b>						
Undesignated	-	24,291,039	(26,410,534)	16,618,908	-	14,499,413
With board designations	-	5,162,876	-	-	-	5,162,876
<b>With donor restrictions</b>						
Purpose restricted for Samaritan Program	-	2,854,943	70,973	-	-	2,925,916
Purpose restricted for all other programs	-	300,996	98,318	-	-	399,314
Perpetual in nature - investments	-	2,973,938	-	-	-	2,973,938
Perpetual in nature - beneficial interest in trusts	-	19,739,753	-	-	-	19,739,753
<b>Total net assets</b>	-	<b>55,323,545</b>	<b>(26,241,243)</b>	<b>16,618,908</b>	-	<b>45,701,210</b>
<b>Total liabilities and net assets</b>	\$ -	\$ <b>253,887,875</b>	\$ <b>113,921,378</b>	\$ <b>16,618,908</b>	\$ <b>(738,482)</b>	\$ <b>383,689,679</b>

PINNACLE LIVING  
SUPPLEMENTAL INFORMATION AND OTHER REQUIRED DISCLOSURES  
COMBINING BALANCE SHEET BY COMMUNITY MAY 31, 2021 Restated

	Pinnacle Living Pooled Funds	Hermitage Northern Virginia	Hermitage Richmond	Hermitage Roanoke	Lydia Roper Home	Cedarfield
<b>ASSETS</b>						
<b>Current Assets</b>						
Cash and cash equivalents	\$ 11,731,929	\$ -	\$ -	\$ -	\$ -	\$ -
Cash and cash equivalents, with donor restrictions	67,123	-	-	-	-	-
Total cash and cash equivalents	11,799,052	-	-	-	-	-
Accounts receivable, residents, less allowance for uncollectible accounts \$2,799,260	196,206	-	-	-	-	-
Accounts receivable, other	282,510	-	-	-	-	-
Prepaid expenses	281,498	-	-	-	-	-
Accrued income receivable	101,705	-	-	-	-	-
Due from affiliate	97,885	-	-	-	-	-
Assets whose use is limited	7,014,600	-	-	-	-	-
Other assets	412,424	-	-	-	-	-
Total current assets	20,185,880	-	-	-	-	-
Beneficial interest in trusts, with donor restrictions	23,404,338	-	-	-	-	-
Due from affiliate - WindsorMeade	7,980,000	-	-	-	-	-
Investments	42,642,891	-	-	-	-	-
Investments, with donor restrictions	6,382,011	-	-	-	-	-
Investments in Senior Living Partners of Virginia	-	-	-	-	-	-
Assets whose use is limited	30,023,588	-	-	-	-	-
Other assets	424,356	-	-	-	-	-
Property and equipment, net	131,561,408	-	-	-	-	-
Total assets	\$ 262,604,472	\$ -	\$ -	\$ -	\$ -	\$ -
<b>LIABILITIES AND NET ASSETS</b>						
<b>Liabilities</b>						
<b>Current liabilities</b>						
Accounts payable	\$ 2,114,552	\$ -	\$ -	\$ -	\$ -	\$ -
Accrued expenses	6,687,220	-	-	-	-	-
Deposits, prospective residents	388,233	-	-	-	-	-
Due to affiliate	-	-	-	-	-	-
Bonds payable	2,060,000	-	-	-	-	-
Other liabilities	59,021	-	-	-	-	-
Total current liabilities	11,309,026	-	-	-	-	-
Resident refunds payable	-	-	-	-	-	-
Deposits, prospective residents	479,000	-	-	-	-	-
Bonds payable, net of OID \$7,451,837 and bond issuance costs \$2,426,959	108,299,794	-	-	-	-	-
Deferred revenue, entrance fees	77,568,878	-	-	-	-	-
Refundable fees	2,774,894	-	-	-	-	-
Other liabilities	488,230	-	-	-	-	-
Total liabilities	200,919,822	-	-	-	-	-
<b>Net Assets</b>						
<b>Without donor restrictions</b>						
Undesignated	26,668,302	-	-	-	-	-
With board designations	5,162,876	-	-	-	-	-
<b>With donor restrictions</b>						
Purpose restricted for Samaritan Program	3,296,882	-	-	-	-	-
Purpose restricted for all other programs	178,314	-	-	-	-	-
Perpetual in nature - investments	2,973,938	-	-	-	-	-
Perpetual in nature - beneficial interest in trusts	23,404,338	-	-	-	-	-
Total net assets	61,684,650	-	-	-	-	-
Total liabilities and net assets	\$ 262,604,472	\$ -	\$ -	\$ -	\$ -	\$ -

PINNACLE LIVING  
SUPPLEMENTAL INFORMATION AND OTHER REQUIRED DISCLOSURES  
COMBINING BALANCE SHEET BY COMMUNITY MAY 31, 2021 Restated (CONTINUED)

	Pinnacle Advantage	Pinnacle Living Obligated Group	WindsorMeade	HCRC	Eliminations	Total
<b>ASSETS</b>						
<b>Current Assets</b>						
Cash and cash equivalents	\$ -	\$ 11,731,929	\$ 12,734,967	\$ 535,625	\$ -	\$ 25,002,521
Cash and cash equivalents, with donor restrictions	-	67,123	94,526	-	-	161,649
Total cash and cash equivalents	-	11,799,052	12,829,493	535,625	-	25,164,170
Accounts receivable, residents, less allowance for uncollectible accounts \$2,799,260	-	196,206	-	-	-	196,206
Accounts receivable, other	-	282,510	871,940	-	-	1,154,450
Prepaid expenses	-	281,498	41,162	-	-	322,660
Accrued income receivable	-	101,705	-	-	-	101,705
Due from affiliate	-	97,885	-	-	(97,885)	-
Assets whose use is limited	-	7,014,600	2,215,119	-	-	9,229,719
Other assets	-	412,424	-	-	-	412,424
Total current assets	-	20,185,880	15,957,714	535,625	(97,885)	36,581,334
Beneficial interest in trusts, with donor restrictions	-	23,404,338	-	-	-	23,404,338
Due from affiliate - WindsorMeade	-	7,980,000	-	-	(7,980,000)	-
Investments	-	42,642,891	-	18,008,161	-	60,651,052
Investments, with donor restrictions	-	6,382,011	-	-	-	6,382,011
Investments in Senior Living Partners of Virginia	-	-	-	359,000	-	359,000
Assets whose use is limited	-	30,023,588	3,863,308	-	-	33,886,896
Other assets	-	424,356	41,151	-	-	465,507
Property and equipment, net	-	131,561,408	89,855,980	145,692	-	221,563,080
Total assets	\$ -	\$ 262,604,472	\$ 109,718,153	\$ 19,048,478	\$ (8,077,885)	\$ 383,293,218
<b>LIABILITIES AND NET ASSETS</b>						
<b>Liabilities</b>						
<b>Current liabilities</b>						
Accounts payable	\$ -	\$ 2,114,552	\$ 600,561	\$ -	\$ -	\$ 2,715,113
Accrued expenses	-	6,687,220	2,078,175	-	-	8,765,395
Deposits, prospective residents	-	388,233	240,234	-	-	628,467
Due to affiliate	-	-	97,885	-	(97,885)	-
Bonds payable	-	2,060,000	720,000	-	(150,000)	2,630,000
Other liabilities	-	59,021	13,715	-	-	72,736
Total current liabilities	-	11,309,026	3,750,570	-	(247,885)	14,811,711
Resident refunds payable	-	-	6,597,651	-	-	6,597,651
Deposits, prospective residents	-	479,000	161,000	-	-	640,000
Bonds payable, net of OID \$7,451,837 and bond issuance costs \$2,426,959	-	108,299,794	42,866,755	-	(7,379,290)	143,787,259
Deferred revenue, entrance fees	-	77,568,878	21,210,525	-	-	98,779,403
Refundable fees	-	2,774,894	48,883,104	-	-	51,657,998
Other liabilities	-	488,230	41,451	-	-	529,681
Total liabilities	-	200,919,822	123,511,056	-	(7,627,175)	316,803,703
<b>Net Assets</b>						
<b>Without donor restrictions</b>						
Undesignated	-	26,668,302	(13,887,429)	19,048,478	(450,710)	31,378,641
With board designations	-	5,162,876	-	-	-	5,162,876
<b>With donor restrictions</b>						
Purpose restricted for Samaritan Program	-	3,296,882	38,095	-	-	3,334,977
Purpose restricted for all other programs	-	178,314	56,431	-	-	234,745
Perpetual in nature - investments	-	2,973,938	-	-	-	2,973,938
Perpetual in nature - beneficial interest in trusts	-	23,404,338	-	-	-	23,404,338
Total net assets	-	61,684,650	(13,792,903)	19,048,478	(450,710)	66,489,515
Total liabilities and net assets	\$ -	\$ 262,604,472	\$ 109,718,153	\$ 19,048,478	\$ (8,077,885)	\$ 383,293,218

PINNACLE LIVING  
SUPPLEMENTAL INFORMATION AND OTHER REQUIRED DISCLOSURES  
COMBINING STATEMENT OF ACTIVITIES BY COMMUNITY YEAR ENDED MAY 31, 2022

	Pinnacle Living Pooled Funds	Hermitage Northern Virginia	Hermitage Richmond	Hermitage Roanoke	Lydia Roper Home	Cedarfield
Residents' fees	\$ -	\$ 8,073,699	\$ 12,710,095	\$ 3,826,758	\$ -	\$ 26,352,068
Membership fees	-	-	-	-	-	-
Benevolent care	-	-	(297,601)	(98,638)	-	58,103
Amortization of deferred revenue from entrance fees	-	-	-	6,122	-	10,062,737
Ancillary service revenue, net	-	3,778	(9,678)	(9,494)	-	39,887
Other operating revenue	2,361,864	212,515	324,713	174,607	-	1,333,371
Shared resources	3,566,711	-	-	-	-	-
Total operating revenues and support	5,928,575	8,289,992	12,727,529	3,899,355	-	37,846,166
Operating expenses						
Administration	5,839,734	779,677	898,576	436,404	-	1,995,632
Marketing	37,616	528,410	599,555	455,468	-	770,721
General overhead	2,190	208,214	277,691	100,070	5,934	563,381
Depreciation	298,282	1,229,582	768,270	231,042	21,960	4,804,877
Dining	-	1,824,783	1,765,086	921,162	-	5,205,371
Resident services	-	369,433	504,563	235,358	-	1,402,588
Designated funds	-	-	3,476	5,740	-	70,305
Building and grounds	70,926	1,254,396	1,470,051	926,254	7,832	4,689,645
Housekeeping	-	648,061	875,412	158,687	-	1,481,682
Households / Neighborhoods	-	2,675,347	6,306,519	1,929,271	-	8,233,505
Shared resources	-	632,579	781,417	375,304	-	1,777,411
Total operating expenses	6,248,748	10,150,482	14,250,616	5,774,760	35,726	30,995,118
Excess (deficiency) from operations <sup>1</sup>	(320,173)	(1,860,490)	(1,523,087)	(1,875,405)	(35,726)	6,851,048
Other non-operating changes						
Bequests	-	4,611	5,696	2,719	-	14,104
Trusts and legacies	-	20,470	49,524	673,573	-	59,279
Present value change in trusts, with donor restrictions	-	(93,260)	(274,613)	(2,990,558)	-	(306,154)
Gain (loss) on disposal of property and equipment	-	(1,457)	(1,416)	(644)	(52,137)	1,222
Contributions, other	-	16,053	66	31	-	(2,757)
Contributions, Samaritan funds, with donor restrictions	88,143	1,656	29,479	37,890	-	124,913
Contributions, with donor restrictions	-	1,000	440	3,050	-	197,713
Investment income	-	-	-	-	-	2,451,165
Investment income, with donor restrictions	64,107	7,571	42,771	-	-	31,285
Net realized gain on investments	-	-	-	-	-	812,871
Net realized loss on investments, with donor restrictions	(28,348)	(20,237)	(18,641)	-	-	(8,337)
Net unrealized gain (loss) on investments	122,786	-	-	-	-	(5,906,541)
Net unrealized gain (loss) on investments, with donor restrictions	73,485	(26,715)	(529,177)	-	-	26,455
Interest expense	-	(471)	(605)	(289)	-	(3,336,480)
Loss on defeasance	-	-	-	-	-	-
Other non-operating charges and fees	-	(8,133)	(13,171)	(6,144)	-	(118,196)
Transfer (to) from affiliate	-	48,519	340,213	103,219	-	679,564
Total other non-operating changes	320,173	(50,393)	(369,434)	(2,177,153)	(52,137)	(5,279,894)
Excess (deficiency) <sup>2</sup>	\$ -	\$ (1,910,883)	\$ (1,892,521)	\$ (4,052,558)	\$ (87,863)	\$ 1,571,154

<sup>1</sup>This line item corresponds to the *Change in net assets from operations* line item on the Combining Statement of Activities.

<sup>2</sup>This line item corresponds to the *Change in net assets* line item on the Combining Statement of Activities.

PINNACLE LIVING  
SUPPLEMENTAL INFORMATION AND OTHER REQUIRED DISCLOSURES  
COMBINING STATEMENT OF ACTIVITIES BY COMMUNITY YEAR ENDED MAY 31, 2022 (CONTINUED)

	Pinnacle Advantage	Pinnacle Living Eliminations	Pinnacle Living Obligated Group	WindsorMeade	HCRC	Eliminations	Total
Residents' fees	\$ -	\$ -	\$ 50,962,620	\$ 16,470,630	\$ -	\$ -	\$ 67,433,250
Membership fees	96,388	-	96,388	-	-	-	96,388
Benevolent care	-	-	(338,136)	-	-	-	(338,136)
Amortization of deferred revenue from entrance fees	66,367	-	10,135,226	2,927,680	-	-	13,062,906
Ancillary service revenue, net	-	-	24,493	401,108	-	-	425,601
Other operating revenue	1,609	-	4,408,679	424,924	-	(1,484,214)	3,349,389
Shared resources	-	(3,566,711)	-	-	-	-	-
Total operating revenues and support	164,364	(3,566,711)	65,289,270	20,224,342	-	(1,484,214)	84,029,398
Operating expenses							
Administration	38,626	-	9,988,649	3,163,394	-	(1,484,214)	11,667,829
Marketing	113,549	-	2,505,319	612,137	-	-	3,117,456
General overhead	-	-	1,157,480	953,321	-	-	2,110,801
Depreciation	-	-	7,354,013	3,836,196	-	-	11,190,209
Dining	-	-	9,716,402	2,127,267	-	-	11,843,669
Resident services	-	-	2,511,942	714,717	-	-	3,226,659
Designated funds	-	-	79,521	3,120	-	-	82,641
Building and grounds	83	-	8,419,187	2,805,180	-	-	11,224,367
Housekeeping	-	-	3,163,842	635,868	-	-	3,799,710
Households / Neighborhoods	-	-	19,144,642	4,571,359	-	-	23,716,001
Shared resources	-	(3,566,711)	-	-	-	-	-
Total operating expenses	152,258	(3,566,711)	64,040,997	19,422,559	-	(1,484,214)	81,979,342
Excess (deficiency) from operations <sup>1</sup>	12,106	-	1,248,273	801,783	-	-	2,050,056
Other non-operating changes							
Bequests	-	-	27,130	-	-	-	27,130
Trusts and legacies	-	-	802,846	-	-	-	802,846
Present value change in trusts, with donor restrictions	-	-	(3,664,585)	-	-	-	(3,664,585)
Gain (loss) on disposal of property and equipment	-	-	(54,432)	-	-	-	(54,432)
Contributions, other	-	-	13,393	2,000	-	-	15,393
Contributions, Samaritan funds, with donor restrictions	-	-	282,081	32,878	-	-	314,959
Contributions, with donor restrictions	-	-	202,203	45,007	-	-	247,210
Investment income	-	-	2,451,165	533	398,977	(333,075)	2,517,600
Investment income, with donor restrictions	-	-	145,734	-	-	-	145,734
Net realized gain on investments	-	-	812,871	-	(267,307)	-	545,564
Net realized loss on investments, with donor restrictions	-	-	(75,563)	-	-	-	(75,563)
Net unrealized gain (loss) on investments	-	-	(5,783,755)	950,781	(1,100,447)	-	(5,933,421)
Net unrealized gain (loss) on investments, with donor restrictions	-	-	(455,952)	-	-	-	(455,952)
Interest expense	-	-	(3,337,845)	(1,820,248)	-	459,108	(4,698,985)
Loss on defeasance	-	-	-	(12,766,498)	-	324,677	(12,441,821)
Other non-operating charges and fees	(540)	-	(146,184)	17,173	(1,027)	-	(130,038)
Transfer (to) from affiliate	-	-	1,171,515	288,251	(1,459,766)	-	-
Total other non-operating changes	(540)	-	(7,609,378)	(13,250,123)	(2,429,570)	450,710	(22,838,361)
Excess (deficiency) <sup>2</sup>	\$ 11,566	\$ -	\$ (6,361,105)	\$ (12,448,340)	\$ (2,429,570)	\$ 450,710	\$ (20,788,305)

<sup>1</sup>This line item corresponds to the *Change in net assets from operations* line item on the Combining Statement of Activities.

<sup>2</sup>This line item corresponds to the *Change in net assets* line item on the Combining Statement of Activities.

PINNACLE LIVING  
SUPPLEMENTAL INFORMATION AND OTHER REQUIRED DISCLOSURES  
COMBINING STATEMENT OF ACTIVITIES BY COMMUNITY YEAR ENDED MAY 31, 2021 Restated

	Pinnacle Living Pooled Funds	Hermitage Northern Virginia	Hermitage Richmond	Hermitage Roanoke	Lydia Roper Home	Cedarfield
Residents' fees	\$ -	\$ 8,227,544	\$ 12,028,328	\$ 3,431,789	\$ -	\$ 23,278,234
Membership fees	-	-	-	-	-	-
Benevolent care	-	-	(366,379)	(118,747)	-	30,257
Amortization of deferred revenue from entrance fees	-	8,472	-	12,153	-	10,345,180
Ancillary service revenue, net	-	9,137	(23,081)	1,809	-	43,799
Other operating revenue	1,180,259	211,647	332,300	222,243	-	1,274,678
Shared resources	9,784,088	-	-	-	-	-
Total operating revenues and support	10,964,347	8,456,800	11,971,168	3,549,247	-	34,972,148
Operating expenses						
Administration	5,291,566	814,669	855,774	458,973	-	2,266,026
Marketing	-	605,230	516,597	380,852	-	982,267
General overhead	148	191,326	251,214	89,709	18,855	491,097
Depreciation	294,806	1,332,523	800,187	298,868	132,510	4,270,097
Dining	-	1,767,014	1,831,643	805,951	-	4,419,506
Resident services	-	497,113	582,339	227,362	-	1,263,873
Designated funds	-	-	5,129	3,260	-	68,207
Building and grounds	61,582	1,363,441	1,546,071	883,504	28,716	4,394,758
Housekeeping	-	718,169	754,826	135,380	-	1,376,976
Households / Neighborhoods	-	2,753,584	5,760,211	1,799,390	-	7,242,163
Shared resources	-	1,845,799	2,015,998	939,039	-	4,983,252
Total operating expenses	5,648,102	11,888,868	14,919,989	6,022,288	180,081	31,758,222
Excess (deficiency) from operations <sup>1</sup>	5,316,245	(3,432,068)	(2,948,821)	(2,473,041)	(180,081)	3,213,926
Other non-operating changes						
Bequests	-	8,935	9,904	4,546	-	24,112
Trusts and legacies	-	23,224	59,104	642,086	-	62,670
Present value change in trusts, with donor restrictions	-	182,626	531,925	4,808,273	-	510,911
Gain (loss) on disposal of property and equipment	-	(383,561)	-	(16,275)	-	2,990
Contributions, other	-	4,437	4,846	2,588	-	36,264
Contributions, Samaritan funds, with donor restrictions	77,015	6,000	27,285	51,980	-	670,471
Contributions, restricted funds used for intended purpose	-	-	5,127	3,260	-	68,209
Contributions, with donor restrictions	-	1,553	2,488	1,665	-	81,289
Investment income	-	-	-	-	-	1,277,616
Investment income, with donor restrictions	69,814	7,457	50,162	-	-	6,415
Net realized gain (loss) on investments	-	-	-	-	-	3,297,038
Net realized gain on investments, with donor restrictions	215,435	2,748	13,732	-	-	76,560
Net unrealized gain (loss) on investments	(1,657,850)	-	-	-	-	6,973,485
Net unrealized gain on investments, with donor restrictions	(270,654)	69,852	(231,125)	-	-	(16,782)
Interest expense	-	(846)	(1,088)	(518)	-	(2,550,063)
Other non-operating charges and fees	-	6,579	7,186	3,347	-	(258,866)
Transfer to (from) affiliate	(3,750,005)	-	-	-	-	-
Total other non-operating changes	(5,316,245)	(70,996)	479,546	5,500,952	-	10,262,319
Excess (deficiency) <sup>2</sup>	\$ -	\$ (3,503,064)	\$ (2,469,275)	\$ 3,027,911	\$ (180,081)	\$ 13,476,245

<sup>1</sup>This line item corresponds to the *Change in net assets from operations* line item on the Combining Statement of Activities.

<sup>2</sup>This line item corresponds to the *Change in net assets* line item on the Combining Statement of Activities.



PINNACLE LIVING  
SUPPLEMENTAL INFORMATION AND OTHER REQUIRED DISCLOSURES  
COMBINING STATEMENT OF ACTIVITIES BY COMMUNITY YEAR ENDED MAY 31, 2021 Restated (CONTINUED)

	Pinnacle Advantage	Pinnacle Living Eliminations	Pinnacle Living Obligated Group	WindsorMeade	HCRC	Eliminations	Total
Residents' fees	\$ -	\$ -	\$ 46,965,895	\$ 15,867,855	\$ -	\$ -	\$ 62,833,750
Membership fees	71,539	-	71,539	-	-	-	71,539
Benevolent care	-	-	(454,869)	-	-	-	(454,869)
Amortization of deferred revenue from entrance fees	49,086	-	10,414,891	3,146,670	-	-	13,561,561
Ancillary service revenue, net	-	-	31,664	461,828	-	-	493,492
Other operating revenue	299	-	3,221,426	2,123,507	-	(663,368)	4,681,565
Shared resources	-	(9,784,088)	-	-	-	-	-
Total operating revenues and support	120,924	(9,784,088)	60,250,546	21,599,860	-	(663,368)	81,187,038
Operating expenses							
Administration	35,445	-	9,722,453	2,408,647	-	(663,368)	11,467,732
Marketing	-	-	2,484,946	737,421	-	-	3,222,367
General overhead	-	-	1,042,349	927,273	705	-	1,970,327
Depreciation	-	-	7,128,991	3,721,840	-	-	10,850,831
Dining	-	-	8,824,114	1,808,928	-	-	10,633,042
Resident services	-	-	2,570,687	550,394	-	-	3,121,081
Designated funds	-	-	76,596	6,605	-	-	83,201
Building and grounds	-	-	8,278,072	2,569,596	-	-	10,847,668
Housekeeping	-	-	2,985,351	536,898	-	-	3,522,249
Households / Neighborhoods	-	-	17,555,348	4,238,105	-	-	21,793,453
Shared resources	-	(9,784,088)	-	-	-	-	-
Total operating expenses	35,445	(9,784,088)	60,668,907	17,505,707	705	(663,368)	77,511,951
Excess (deficiency) from operations <sup>1</sup>	85,479	-	(418,361)	4,094,153	(705)	-	3,675,087
Other non-operating changes							
Bequests	-	-	47,497	-	-	-	47,497
Trusts and legacies	-	-	787,084	-	-	-	787,084
Present value change in trusts, with donor restrictions	-	-	6,033,735	-	-	-	6,033,735
Gain (loss) on disposal of property and equipment	-	-	(396,846)	-	-	-	(396,846)
Contributions, other	-	-	48,135	-	-	-	48,135
Contributions, Samaritan funds, with donor restrictions	-	-	832,751	11,581	-	-	844,332
Contributions, restricted funds used for intended purpose	-	-	76,596	6,605	-	-	83,201
Contributions, with donor restrictions	-	-	86,995	490	-	-	87,485
Investment income	-	-	1,277,616	486	340,703	(457,199)	1,161,606
Investment income, with donor restrictions	-	-	133,848	-	-	-	133,848
Net realized gain (loss) on investments	-	-	3,297,038	-	(280,609)	-	3,016,429
Net realized gain on investments, with donor restrictions	-	-	308,475	-	-	-	308,475
Net unrealized gain (loss) on investments	-	-	5,315,635	-	128,439	(206,909)	5,237,165
Net unrealized gain on investments, with donor restrictions	-	-	(448,709)	-	-	-	(448,709)
Interest expense	-	-	(2,552,515)	(3,052,129)	-	512,207	(5,092,437)
Other non-operating charges and fees	(60)	-	(241,814)	(1,483)	(1,018)	-	(244,315)
Transfer to (from) affiliate	-	-	(3,750,005)	-	3,750,005	-	-
Total other non-operating changes	(60)	-	10,855,516	(3,034,450)	3,937,520	(151,901)	11,606,685
Excess (deficiency) <sup>2</sup>	\$ 85,419	\$ -	\$ 10,437,155	\$ 1,059,703	\$ 3,936,815	\$ (151,901)	\$ 15,281,772

<sup>1</sup>This line item corresponds to the *Change in net assets from operations* line item on the Combining Statement of Activities.

<sup>2</sup>This line item corresponds to the *Change in net assets* line item on the Combining Statement of Activities.

SUMMARY OF FINANCIAL INFORMATION  
 HERMITAGE NORTHERN VIRGINIA  
 AS OF MAY 31, 2022 AND 2021

	Current Year	Prior Year
<b>Balance Sheet Summary:</b>		
Total assets	\$ --	\$ --
Total liabilities	\$ --	\$ --
Total net assets	\$ --	\$ --
<b>Statement of Activities Summary:</b>		
Total operating revenues	\$ 8,289,992	\$ 8,456,800
Total operating expenses	\$ 10,150,482	\$ 11,888,868
Deficiency from operations	\$ (1,860,490)	\$ (3,432,068)
Total non-operating charges and fees	\$ (50,393)	\$ (70,996)
Deficiency	\$ (1,910,883)	\$ (3,503,064)

**Narrative on Financial Condition FY 2022:**

Hermitage Northern Virginia (“NoVA”) change in net assets from operations is higher year-over-year. While overall average resident census was lower year-over-year, Hermitage Northern Virginia was able to take advantage of Pinnacle Living receiving HHS and FEMA funds for the year.

In June 2022, Pinnacle Living announced the sale of Hermitage Northern Virginia to Goodwin Living.

**Summary of Occupancy Information:**

	Capacity of Residences <sup>2</sup>	Average Occupancy	Percentage Occupancy
Independent Living / Assisted Living <sup>1</sup>	125	83	66%
Health Care	24	19	79%

<sup>1</sup>Hermitage Northern Virginia’s residence configuration allows a resident to remain in their residence in either independent living or assisted living. Therefore, independent living and assisted living are combined.

<sup>2</sup>Capacity of residences does not include any residences that are offline due to either renovation or other purposes. The health care capacity equals the number of beds that are active and would not include any bed offline for residence renovations or due to a resident paying for a private vs. semi-private room.

SUMMARY OF FINANCIAL INFORMATION  
 HERMITAGE RICHMOND  
 AS OF MAY 31, 2022 AND 2021

	Current Year	Prior Year
<b>Balance Sheet Summary:</b>		
Total assets	\$ --	\$ --
Total liabilities	\$ --	\$ --
Total net assets	\$ --	\$ --
<b>Statement of Activities Summary:</b>		
Total operating revenues	\$ 12,727,529	\$ 11,971,168
Total operating expenses	\$ 14,250,616	\$ 14,919,989
Excess from operations	\$ (1,523,087)	\$ (2,948,821)
Total non-operating charges and fees	\$ (369,434)	\$ 479,546
Deficiency)	\$ (1,892,521)	\$ (2,469,275)

**Narrative on Financial Condition FY 2022:**

Hermitage Richmond (“Richmond”) change in net assets from operations is higher year-over-year. Average census was flat year-over-year. Richmond received funding from HHS and FEMA. Richmond also raised the minimum wage offered to team members to \$15/hr.

**Summary of Occupancy Information:**

	Capacity of Residences <sup>2</sup>	Average Occupancy	Percentage Occupancy
Independent Living / Assisted Living <sup>1</sup>	119	79	66%
Health Care	70	57	81%

<sup>1</sup>Hermitage Richmond’s residence configuration allows a resident to remain in their residence in either independent living or assisted living. Therefore, independent living and assisted living are combined.

<sup>2</sup>Capacity of residences does not include any residences that are offline due to either renovation or other purposes. The health care capacity equals the number of beds that are active and would not include any bed offline for residence renovations or due to a resident paying for a private vs. semi-private room.

SUMMARY OF FINANCIAL INFORMATION  
HERMITAGE ROANOKE  
AS OF MAY 31, 2022 AND 2021

	Current Year	Prior Year
<b>Balance Sheet Summary:</b>		
Total assets	\$ --	\$ --
Total liabilities	\$ --	\$ --
Total net assets	\$ --	\$ --
<b>Statement of Activities Summary:</b>		
Total operating revenues	\$ 3,899,355	\$ 3,549,247
Total operating expenses	\$ 5,774,760	\$ 6,022,288
Deficiency from operations	\$ (1,875,405)	\$ (2,473,041)
Total non-operating charges and fees	\$ (2,177,153)	\$ 5,500,952
Excess (deficiency)	\$ (4,052,558)	\$ 3,027,911

**Narrative on Financial Condition FY 2022:**

Hermitage Roanoke (“Roanoke”) change in net assets from operations is lower year-over-year. Average census was higher in fiscal 2022. Roanoke received funding from HHS and FEMA. Roanoke also raised the minimum wage offered to team members to \$15/hr. In fiscal 2021, non-operating charges and fees had a large gain in the present value of trusts. The figure is calculated by carrying the trusts Roanoke receives out to perpetuity and discounting those trusts back at a certain interest rate and therefore the calculation is dependent on interest rates and market activity at the balance sheet date. This figure is a generally accepted accounting treatment calculation and is a non-cash item.

**Summary of Occupancy Information:**

	Capacity of Residences <sup>1</sup>	Average Occupancy	Percentage Occupancy
Independent Living	22	22	100%
Assisted Living	52	40	76%
Health Care	14	10	71%

<sup>1</sup>Capacity of residences does not include any residences that are offline due to either renovation or other purposes. The health care capacity equals the number of beds that are active and would not include any bed offline for residence renovations or due to a resident paying for a private room vs. semi-private room.

SUMMARY OF FINANCIAL INFORMATION  
 LYDIA ROPER HOME  
 AS OF MAY 31, 2022 AND 2021

	Current Year	Prior Year
<b>Balance Sheet Summary:</b>		
Total assets	\$ --	\$ --
Total liabilities	\$ --	\$ --
Total net assets	\$ --	\$ --
<b>Statement of Activities Summary:</b>		
Total operating revenues	\$ --	\$ --
Total operating expenses	\$ 35,726	\$ 180,081
Deficiency from operations	\$ (35,726)	\$ (180,081)
Total non-operating charges and fees	\$ 52,137	\$ -
Deficiency	\$ (87,863)	\$ (180,081)

**Narrative on Financial Condition FY 2022:**

Lydia Roper Home closed effective January 31, 2019 and was sold in this fiscal year for \$799,675.

**Summary of Occupancy Information:**

	Capacity of Residences	Average Occupancy	Percentage Occupancy
Independent Living / Assisted Living	N/A	N/A	N/A

SUMMARY OF FINANCIAL INFORMATION  
 CEDARFIELD  
 AS OF MAY 31, 2022 AND 2021

	Current Year	Prior Year
<b>Balance Sheet Summary:</b>		
Total assets	\$ --	\$ --
Total liabilities	\$ --	\$ --
Total net assets	\$ --	\$ --
<b>Statement of Activities Summary:</b>		
Total operating revenues	\$ 37,846,166	\$ 34,972,148
Total operating expenses	\$ 30,995,118	\$ 31,758,222
Excess from operations	\$ 6,851,048	\$ 3,213,926
Total non-operating charges and fees	\$ (5,279,894)	\$ 10,262,319
Excess	\$ 1,571,154	\$ 13,476,245

**Narrative on Financial Condition FY 2022:**

Cedarfield change in net assets from operations is lower year-over-year. Average census was higher in fiscal 2022. Cedarfield received funding from HHS and FEMA. Cedarfield also raised the minimum wage offered to team members to \$15/hr. . Non-operating charges and fees had such a difference due to market investment activity over the past two years.

**Summary of Occupancy Information:**

	Capacity of Residences <sup>1</sup>	Average Occupancy	Percentage Occupancy
Independent Living	341	317	92%
Assisted Living	65	51	78%
Health Care	60	53	88%

<sup>1</sup>Capacity of residences does not include any residences that are offline due to either renovation or other purposes. The health care capacity equals the number of beds that are active and would not include any bed offline for residence renovations or due to a resident paying for a private room vs. semi-private room.

SUMMARY OF FINANCIAL INFORMATION  
WINDSORMEADE  
AS OF MAY 31, 2022 AND 2021

	Current Year	Prior Year
<b>Balance Sheet Summary:</b>		
Total assets	\$ 113,921,378	\$ 109,718,153
Total liabilities	\$ 140,162,621	\$ 123,511,056
Total net assets	\$ (26,241,243)	\$ (13,792,903)
<b>Statement of Activities Summary:</b>		
Total operating revenues	\$ 20,224,342	\$ 21,599,860
Total operating expenses	\$ 19,422,559	\$ 17,505,707
Excess (deficiency) from operations	\$ 801,783	\$ 4,094,153
Total non-operating charges and fees	\$ (13,250,123)	\$ (3,034,450)
Deficiency	\$ (12,448,340)	\$ 1,059,703

**Narrative on Financial Condition FY 2022:**

WindsorMeade’s change in net assets from operations is lower year-over-year. Average census was higher in fiscal 2022. WindsorMeade received funding from governmental sources in fiscal 2021 including Health and Human Service payments, payroll protection forgiveness and Virginia aid. In fiscal 2022 WindsorMeade raised the minimum wage offered to team members to \$15/hr. In August 2021, WindsorMeade refinanced its bond obligations causing a loss on defeasance of debt.

**Summary of Occupancy Information:**

	Capacity of Residences <sup>1</sup>	Average Occupancy	Percentage Occupancy
Independent Living	181	173	95%
Assisted Living	32	28	87%
Health Care	22	17	77%

<sup>1</sup>Capacity of residences does not include any residences that are offline due to either renovation or other purposes. The health care capacity equals the number of beds that are active and would not include any bed offline for residence renovations or due to a resident paying for a private room vs. semi-private room.

**This page intentionally left blank**



## EXHIBIT B

WindsorMeade Williamsburg  
 Pro Forma Statements of Activities  
 Years Ended May 31, 2023 – May 31, 2027

Operating revenues and support	Fiscal 2023	Fiscal 2024	Fiscal 2025	Fiscal 2026	Fiscal 2027
Residents' fees	\$ 17,566,632	\$ 18,357,131	\$ 19,183,202	\$ 20,046,446	\$ 20,948,536
Benevolent care	(61,464)	(64,230)	(67,120)	(70,140)	(73,296)
Amortization of deferred revenue from entrance fees	3,162,884	3,305,214	3,453,949	3,609,377	3,771,799
Ancillary service revenue, net	10,943	11,435	11,950	12,488	13,050
Ancillary service revenue, Medicare	450,893	471,183	492,386	514,543	537,697
Other operating revenue	236,096	246,720	257,822	269,424	281,548
<b>Total operating revenue</b>	<b>21,365,984</b>	<b>22,327,453</b>	<b>23,332,189</b>	<b>24,382,138</b>	<b>25,479,334</b>
<b>Operating expenses</b>					
Administrative	3,657,358	3,813,265	3,975,843	4,145,376	4,322,164
Marketing	671,753	698,623	726,568	755,631	785,856
General overhead	980,237	1,019,446	1,060,224	1,102,633	1,146,738
Depreciation	3,774,312	3,925,284	4,082,295	4,245,587	4,415,410
Dining	2,531,999	2,633,279	2,738,610	2,848,154	2,962,080
Resident and social services	767,830	798,543	830,485	863,704	898,252
Building and grounds	2,868,627	2,983,372	3,102,707	3,226,815	3,355,888
Housekeeping	737,304	766,796	797,468	829,367	862,542
Neighborhood services	4,634,435	4,819,812	5,012,605	5,213,110	5,421,634
<b>Total operating expense</b>	<b>20,623,855</b>	<b>21,458,420</b>	<b>22,326,805</b>	<b>23,230,377</b>	<b>24,170,564</b>
<b>Change in net assets from operations</b>	<b>742,129</b>	<b>869,033</b>	<b>1,005,384</b>	<b>1,151,761</b>	<b>1,308,770</b>
<b>Other non-operating changes</b>					
Contributions - Samaritan	10,000	10,000	10,000	10,000	10,000
Contributions - Restricted	7,000	7,000	7,000	7,000	7,000
Contributions - without donor restrictions	1,715	1,715	1,715	1,715	1,715
Investment income, net	471	471	471	471	471
Interest expense	(1,570,456)	(1,468,696)	(1,433,570)	(1,389,361)	(1,659,405)
Other	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
<b>Total non-operating changes</b>	<b>(1,561,270)</b>	<b>(1,459,510)</b>	<b>(1,424,384)</b>	<b>(1,380,175)</b>	<b>(1,650,219)</b>
<b>Change in net assets</b>	<b>\$ (819,141)</b>	<b>\$ (590,477)</b>	<b>\$ (419,000)</b>	<b>\$ (228,414)</b>	<b>\$ (341,449)</b>

WindsorMeade Williamsburg  
Pro Forma Balance Sheets  
May 31, 2023 – May 31, 2027

ASSETS	Fiscal 2023	Fiscal 2024	Fiscal 2025	Fiscal 2026	Fiscal 2027
<b>Current Assets</b>					
Cash and cash equivalents	\$ 13,840,043	\$ 14,324,819	\$ 14,702,982	\$ 15,431,088	\$ 17,102,283
Accounts receivable, residents, net	214,020	223,651	233,715	244,233	255,223
Prepaid expenses	48,494	50,456	52,498	54,623	56,833
<b>Assets whose use is limited</b>					
Bond principal fund	-	60,000	65,000	65,000	65,000
Bond interest fund	535,400	534,150	532,850	531,550	530,150
Deposits, prospective members	250,000	265,165	286,546	300,605	313,688
<b>Total current assets</b>	<b>14,887,957</b>	<b>15,458,241</b>	<b>15,873,591</b>	<b>16,627,099</b>	<b>18,323,177</b>
<b>Assets whose use is limited</b>					
Capital reserve and replacement fund	1,620,041	-	-	-	-
Debt service reserve fund	2,419,333	2,419,333	2,419,333	2,419,333	2,419,333
Deposits, future list	161,000	161,000	161,000	161,000	161,000
Right-of-Use lease asset	33,671	33,671	33,671	33,671	33,671
Cap Premium	750,000	750,000	750,000	750,000	750,000
Property and equipment, net	88,254,940	87,449,697	85,867,402	84,121,815	82,206,405
<b>Total assets</b>	<b>\$ 108,126,942</b>	<b>\$ 106,271,942</b>	<b>\$ 105,104,997</b>	<b>\$ 104,112,918</b>	<b>\$ 103,893,586</b>
<b>LIABILITIES AND NET ASSETS</b>					
<b>Liabilities</b>					
<b>Current Liabilities</b>					
Accounts payable	\$ 707,534	\$ 736,165	\$ 765,956	\$ 796,955	\$ 829,210
Accrued expenses	2,463,433	2,563,118	2,666,843	2,774,771	2,887,072
Deposits, prospective members	250,000	265,165	286,546	300,605	313,688
Bonds payable	-	60,000	65,000	65,000	65,000
<b>Total current liabilities</b>	<b>3,420,967</b>	<b>3,624,448</b>	<b>3,784,345</b>	<b>3,937,331</b>	<b>4,094,970</b>
Resident refund payable	4,118,320	4,141,854	4,196,285	4,252,335	4,340,121
Deposits, futures list	161,000	161,000	161,000	161,000	161,000
Bonds payable, net of OIP and BIC	56,611,237	54,689,913	52,733,589	50,737,265	49,010,756
Deferred revenue & Refundable Fees	75,211,142	75,640,928	76,634,979	77,658,602	79,261,803
Other liabilities	33,671	33,671	33,671	33,671	33,671
<b>Total liabilities</b>	<b>\$ 139,556,337</b>	<b>\$ 138,291,814</b>	<b>\$ 137,543,869</b>	<b>\$ 136,780,204</b>	<b>\$ 136,902,321</b>
<b>Net assets</b>					
<b>Total net assets</b>	<b>\$ (31,429,395)</b>	<b>\$ (32,019,872)</b>	<b>\$ (32,438,872)</b>	<b>\$ (32,667,286)</b>	<b>\$ (33,008,735)</b>
<b>Total liabilities and net assets</b>	<b>\$ 108,126,942</b>	<b>\$ 106,271,942</b>	<b>\$ 105,104,997</b>	<b>\$ 104,112,918</b>	<b>\$ 103,893,586</b>

WindsorMeade Williamsburg  
Pro Forma Statement of Cash Flows  
Years Ended May 31, 2023 – May 31, 2027

	Fiscal 2023	Fiscal 2024	Fiscal 2025	Fiscal 2026	Fiscal 2027
<b>Operating Activities</b>					
Change in net assets	\$ (819,141)	\$ (590,477)	\$ (419,000)	\$ (228,414)	\$ (341,449)
Adjustments to operating activities					
Amortization of deferred revenue from entrance fees	(3,162,884)	(3,305,214)	(3,453,949)	(3,609,377)	(3,771,799)
Depreciation	3,774,312	3,925,284	4,082,295	4,245,587	4,415,410
Amortization of original issue premium	(419,736)	(419,736)	(419,736)	(419,736)	(104,921)
Amortization of bond issuance costs	53,412	53,412	53,412	53,412	53,412
Proceeds after first generation entrance fees	7,682,000	8,148,000	8,805,000	9,237,000	9,639,000
Refunds of entrance fees	(4,073,000)	(4,413,000)	(4,357,000)	(4,604,000)	(4,264,000)
Change in operating assets	(11,430)	(11,593)	(12,106)	(12,643)	(13,200)
Change in operating liabilities	246,485	167,015	209,328	209,036	245,425
<b>Net cash provided by (used in) operating activities</b>	<b>3,270,018</b>	<b>3,553,691</b>	<b>4,488,244</b>	<b>4,870,865</b>	<b>5,857,878</b>
<b>Investing Activities</b>					
Change in assets whose use is limited	1,500,600	1,546,126	(25,081)	(12,759)	(11,683)
Purchase of property and equipment, capital fund	(1,500,000)	(1,620,041)	-	-	-
Purchase of property and equipment, routine	(1,500,000)	(1,500,000)	(2,500,000)	(2,500,000)	(2,500,000)
<b>Net cash provided by (used in) investing activities</b>	<b>(1,499,400)</b>	<b>(1,573,915)</b>	<b>(2,525,081)</b>	<b>(2,512,759)</b>	<b>(2,511,683)</b>
<b>Financing Activities</b>					
Principal payments on 2021A bonds	-	-	(60,000)	(65,000)	(65,000)
Principal payments on 2021B bonds	(820,000)	(725,000)	(1,525,000)	(1,565,000)	(1,610,000)
Principal payments on Taxable Loan	(750,000)	(770,000)	-	-	-
<b>Net cash provided by (used in) financing activities</b>	<b>(1,570,000)</b>	<b>(1,495,000)</b>	<b>(1,585,000)</b>	<b>(1,630,000)</b>	<b>(1,675,000)</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>200,618</b>	<b>484,776</b>	<b>378,163</b>	<b>728,106</b>	<b>1,671,195</b>
Cash and cash equivalents, beginning	13,639,425	13,840,043	14,324,819	14,702,982	15,431,088
<b>Cash and cash equivalents, ending</b>	<b>\$ 13,840,043</b>	<b>\$ 14,324,819</b>	<b>\$ 14,702,982</b>	<b>\$ 15,431,088</b>	<b>\$ 17,102,283</b>

**Footnote 1: DISCLOSURE PRINCIPLE DEPARTURES AS REQUIRED BY GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AS ISSUED BY THE U.S. FINANCIAL ACCOUNTING STANDARDS BOARD**

These pro forma statements are not intended to replace disclosures that are a part of audited GAAP financial statements. To gain a better understanding of the Organization, see the most recent audited financial statements. These financial statements may be found on the Electronic Municipal Market Access (“EMMA”) site located at <http://emma.msrb.org/Home>. Search for Virginia United Methodist Homes, Inc. dba Pinnacle Living or Virginia United Methodist Homes of Williamsburg, Inc. dba WindsorMeade Williamsburg.

**Footnote 2: MEASUREMENT PRINCIPLE DEPARTURES FROM GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AS ISSUED BY THE U.S. FINANCIAL ACCOUNTING STANDARDS BOARD**

**A. Amortization of deferred revenue from entrance fees**

**Deferred revenue and refundable fees**

The pro-forma statements include assumptions for move-ins, move-outs and transfers between levels of care. These statements use a five-year historical moving average, with reasonable adjustments made by the accounting team in lieu of actuarially determined estimates. These assumptions may affect the estimated deferred revenue and refundable fee amount.

**B. Depreciation**

Depreciation amounts for assets placed in service, as well as future capital projects, are based on an average estimated life. Actual approved capital projects for the years 2023-2027 may be different than budgeted capital projects.

**C. Interest Expense, Original Issuance Premium and Bond Issuance Costs**

Normally these line items are combined for Generally Accepted Accounting Principles, however for these statements, these have been separated out.

**D. Deferred revenue and refundable fees**

These pro forma statements combine deferred revenue and refundable fees together.

**E. Net Assets**

Net Assets are not broken out to show Without Donor Restrictions and With Donor Restrictions. To gain a better understanding of Pinnacle Living’s Net Assets, refer to the audited financial statements.

**F. Statement of Cash Flows**

- i. These pro-forma statements summarize the Changes in operating assets and liabilities.
- ii. These pro forma statements summarize the proceeds from sale of investment securities, purchase of investments and withdrawal from investments into one line item called Change in AWUL (Assets whose use is limited) and investments.
- iii. These pro forma statements summarize all principal payments on the senior bonds.

## Exhibit C

Pinnacle Living  
 Pro Forma Statements of Activities  
 Years Ended May 31, 2023 – May 31, 2027

Operating revenues and support	Fiscal 2023	Fiscal 2024	Fiscal 2025	Fiscal 2026	Fiscal 2027
Residents' fees	\$ 55,563,396	\$ 58,063,753	\$ 61,840,913	\$ 64,623,754	\$ 67,531,823
Benevolent care	(520,776)	(544,211)	(568,700)	(594,291)	(621,035)
Amortization of deferred revenue from entrance fees	10,588,000	11,064,460	11,562,361	12,082,667	12,626,387
Ancillary service revenue, net	42,552	44,467	46,468	48,559	50,744
Other operating revenue	7,563,035	3,106,669	3,244,040	3,387,591	3,537,604
<b>Total operating revenue</b>	<b>73,236,207</b>	<b>71,735,138</b>	<b>76,125,082</b>	<b>79,548,280</b>	<b>83,125,523</b>
<b>Operating expenses</b>					
Administrative	10,973,938	11,412,896	11,869,413	12,344,191	12,837,958
Marketing	3,226,154	3,355,200	3,489,408	3,628,985	3,774,146
General overhead	1,175,977	1,223,016	1,271,936	1,322,813	1,375,726
Depreciation	7,629,124	7,934,289	8,251,661	8,581,728	8,924,997
Dining	9,730,214	10,119,423	10,524,200	10,945,168	11,382,975
Resident and social services	2,601,645	2,705,710	2,813,939	2,926,497	3,043,556
Building and grounds	8,639,823	8,985,416	9,344,833	9,718,626	10,107,371
Housekeeping	3,389,747	3,525,337	3,666,349	3,813,003	3,965,524
Neighborhood services	20,167,262	20,973,952	22,638,727	23,544,276	24,486,047
<b>Total operating expense</b>	<b>67,533,884</b>	<b>70,235,239</b>	<b>73,870,466</b>	<b>76,825,287</b>	<b>79,898,300</b>
<b>Change in net assets from operations</b>	<b>5,702,323</b>	<b>1,499,899</b>	<b>2,254,616</b>	<b>2,722,993</b>	<b>3,227,223</b>
<b>Other non-operating changes</b>					
Trusts and legacies	810,000	810,000	810,000	810,000	810,000
Contributions - Samaritan	175,000	175,000	175,000	175,000	175,000
Contributions - without donor restrictions	20,000	20,000	20,000	20,000	20,000
Investment income, net	1,355,000	1,386,714	1,419,632	1,453,373	1,487,957
Interest expense	(4,445,000)	(4,844,000)	(4,631,000)	(4,804,000)	(4,690,000)
Other	(192,000)	(192,000)	(192,000)	(192,000)	(192,000)
<b>Total non-operating changes</b>	<b>(2,277,000)</b>	<b>(2,644,286)</b>	<b>(2,398,368)</b>	<b>(2,537,627)</b>	<b>(2,389,043)</b>
<b>Change in net assets</b>	<b>\$ 3,425,323</b>	<b>\$ (1,144,387)</b>	<b>\$ (143,752)</b>	<b>\$ 185,366</b>	<b>\$ 838,180</b>

See accompanying footnotes

Pinnacle Living  
Pro Forma Balance Sheets  
May 31, 2023 – May 31, 2027

ASSETS	Fiscal 2023	Fiscal 2024	Fiscal 2025	Fiscal 2026	Fiscal 2027
<b>Current Assets</b>					
Cash and cash equivalents	\$ 9,058,136	\$ 9,596,380	\$ 12,146,239	\$ 14,515,852	\$ 17,208,297
Accounts receivable, residents, net	231,764	242,193	257,960	269,568	281,698
Accrued income receivable	101,705	101,705	101,705	101,705	101,705
Prepaid expenses	250,000	250,000	250,000	250,000	250,000
<b>Assets whose use is limited</b>					
Bond principal fund	2,270,000	2,385,000	2,500,000	2,410,000	2,515,000
Bond interest fund	2,464,000	2,355,500	2,344,500	2,287,500	2,234,500
Deposits, prospective members	225,000	225,000	225,000	225,000	225,000
Other	55,494	55,494	55,494	55,494	55,494
<b>Total current assets</b>	<b>14,656,099</b>	<b>15,211,272</b>	<b>17,880,898</b>	<b>20,115,119</b>	<b>22,871,694</b>
<b>Investments</b>					
Investments, temporarily restricted	52,668,574	53,985,288	55,334,920	56,718,293	58,136,250
Investments, permanently restricted	3,580,516	3,300,818	2,989,638	2,645,088	2,265,180
Beneficial interest in trusts, permanently restricted	2,973,938	2,973,938	2,973,938	2,973,938	2,973,938
<b>Assets whose use is limited</b>					
Capital reserve and replacement fund	4,584,857	-	-	-	-
Debt service reserve fund	7,422,000	7,422,000	7,422,000	7,422,000	7,422,000
Deposits, future list	515,000	515,000	515,000	515,000	515,000
Annuity bonds	35,058	35,058	35,058	35,058	35,058
<b>Other</b>					
Other assets	425,000	425,000	425,000	425,000	425,000
Right-of-Use lease asset	195,000	115,000	35,000	-	-
Property and equipment, net	147,944,018	149,775,322	145,618,950	142,254,820	138,898,333
<b>Total assets</b>	<b>\$ 258,404,398</b>	<b>\$ 257,163,034</b>	<b>\$ 256,634,740</b>	<b>\$ 256,508,654</b>	<b>\$ 256,946,791</b>
<b>LIABILITIES AND NET ASSETS</b>					
<b>Liabilities</b>					
<b>Current Liabilities</b>					
Accounts payable	\$ 2,353,824	\$ 2,447,977	\$ 2,574,679	\$ 2,677,666	\$ 2,784,773
Accrued expenses	7,433,239	7,730,569	8,130,686	8,455,914	8,794,151
Deposits, prospective members	385,000	385,000	385,000	385,000	385,000
Bonds payable	2,270,000	2,385,000	2,500,000	2,410,000	2,515,000
<b>Total current liabilities</b>	<b>12,442,063</b>	<b>12,948,546</b>	<b>13,590,365</b>	<b>13,928,580</b>	<b>14,478,924</b>
Deposits, futures list	475,000	475,000	475,000	475,000	475,000
Bonds payable, net of OIP and BIC	96,768,582	94,300,582	91,720,582	89,425,582	87,025,582
Deferred revenue & Refundable Fees	81,523,373	83,467,913	85,101,552	86,781,885	88,231,498
Other liabilities	270,000	190,000	110,000	75,000	75,000
<b>Total liabilities</b>	<b>\$ 191,479,018</b>	<b>\$ 191,382,041</b>	<b>\$ 190,997,499</b>	<b>\$ 190,686,047</b>	<b>\$ 190,286,004</b>
<b>Net assets</b>					
<b>Total net assets</b>	<b>\$ 66,925,380</b>	<b>\$ 65,780,993</b>	<b>\$ 65,637,241</b>	<b>\$ 65,822,607</b>	<b>\$ 66,660,787</b>
<b>Total liabilities and net assets</b>	<b>\$ 258,404,398</b>	<b>\$ 257,163,034</b>	<b>\$ 256,634,740</b>	<b>\$ 256,508,654</b>	<b>\$ 256,946,791</b>

See accompanying footnotes

Pinnacle Living  
Pro Forma Statement of Cash Flows  
Years Ended May 31, 2023 – May 31, 2027

	Fiscal 2023	Fiscal 2024	Fiscal 2025	Fiscal 2026	Fiscal 2027
<b>Operating Activities</b>					
Change in net assets	\$ 3,425,323	\$ (1,144,387)	\$ (143,752)	\$ 185,366	\$ 838,180
Adjustments to operating activities					
Amortization of deferred revenue from entrance fees	(10,588,000)	(11,064,460)	(11,562,361)	(12,082,667)	(12,626,387)
Depreciation	7,629,124	7,934,289	8,251,661	8,581,728	8,924,997
Amortization of original issue premium	(708,000)	(198,000)	(195,000)	-	-
Amortization of bond issuance costs	115,000	115,000	115,000	115,000	115,000
Proceeds after first generation entrance fees	12,822,000	13,491,000	13,630,000	14,147,000	14,453,000
Refunds of entrance fees	(676,000)	(668,000)	(620,000)	(570,000)	(563,000)
Proceeds of Pinnacle Advantage membership fees	186,000	186,000	186,000	186,000	186,000
Forgiveness of debt - payroll protection loan	(4,587,820)	-	-	-	-
Change in operating assets	(7,097)	69,571	64,233	23,392	(12,130)
Change in operating liabilities	838,004	311,483	446,819	393,215	445,344
<b>Net cash provided by (used in) operating activities</b>	<b>8,448,534</b>	<b>9,032,496</b>	<b>10,172,600</b>	<b>10,979,034</b>	<b>11,761,004</b>
<b>Investing Activities</b>					
Change in investments	(1,371,929)	(1,037,016)	(1,038,452)	(1,038,823)	(1,038,049)
Change in assets whose use is limited	7,445,000	4,578,357	(104,000)	147,000	(52,000)
Purchase of property and equipment, capital fund	(7,500,000)	(4,584,857)	-	-	-
Purchase of property and equipment, routine	(7,000,000)	(5,180,736)	(4,095,289)	(5,217,598)	(5,568,510)
<b>Net cash provided by (used in) investing activities</b>	<b>(8,426,929)</b>	<b>(6,224,252)</b>	<b>(5,237,741)</b>	<b>(6,109,421)</b>	<b>(6,658,559)</b>
<b>Financing Activities</b>					
Principal payment on Series 2012	(2,160,000)	(2,270,000)	(2,385,000)	(2,500,000)	(2,410,000)
<b>Net cash provided by (used in) financing activities</b>	<b>(2,160,000)</b>	<b>(2,270,000)</b>	<b>(2,385,000)</b>	<b>(2,500,000)</b>	<b>(2,410,000)</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>(2,138,395)</b>	<b>538,244</b>	<b>2,549,859</b>	<b>2,369,613</b>	<b>2,692,445</b>
Cash and cash equivalents, beginning	11,196,531	9,058,136	9,596,380	12,146,239	14,515,852
<b>Cash and cash equivalents, ending</b>	<b>\$ 9,058,136</b>	<b>\$ 9,596,380</b>	<b>\$ 12,146,239</b>	<b>\$ 14,515,852</b>	<b>\$ 17,208,297</b>

See accompanying footnotes

**Footnote 1: DISCLOSURE PRINCIPLE DEPARTURES AS REQUIRED BY GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AS ISSUED BY THE U.S. FINANCIAL ACCOUNTING STANDARDS BOARD**

These pro forma statements are not intended to replace disclosures that are a part of audited GAAP financial statements. To gain a better understanding of the Organization, see the most recent audited financial statements. These financial statements may be found on the Electronic Municipal Market Access (“EMMA”) site located at <http://emma.msrb.org/Home>. Search for Virginia United Methodist Homes, Inc. dba Pinnacle Living.

**Footnote 2: MEASUREMENT PRINCIPLE DEPARTURES FROM GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AS ISSUED BY THE U.S. FINANCIAL ACCOUNTING STANDARDS BOARD**

**A. Cash, cash equivalents and investments**

Cash, cash equivalents and investments are separated out between those with or without donor restrictions. To gain a better understanding of Pinnacle Living’s cash, cash equivalents and investments, refer to the audited financial statements.

**B. Amortization of deferred revenue from entrance fees**

**Deferred revenue and refundable fees**

The pro-forma statements include assumptions for move-ins, move-outs and transfers between levels of care. These statements use a five-year historical moving average, with reasonable adjustments made by the accounting team in lieu of actuarially determined estimates. These assumptions may affect the estimated deferred revenue and refundable fee amount.

**C. Depreciation**

Depreciation amounts for assets placed in service, as well as future capital projects, are based on an average estimated life. Actual approved capital projects for the years 2023-2027 may be different than budgeted capital projects.

**D. Deferred revenue and refundable fees**

These pro forma statements combine deferred revenue and refundable fees together.

**E. Net Assets**

Net Assets are not broken out to show Without Donor Restrictions and With Donor Restrictions. To gain a better understanding of Pinnacle Living’s Net Assets, refer to the audited financial statements.

**F. Statement of Cash Flows**

- i. These pro-forma statements summarize the Changes in operating assets and liabilities.
- ii. These pro forma statements show entrance fees net of refunds.
- iii. These pro forma statements summarize the proceeds from sale of investment securities, purchase of investments and withdrawal from investments into one line item called Change in AWUL (Assets whose use is limited) and investments.
- iv. These pro forma statements summarize all principal payments on the senior bonds.