

FILED
Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance
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Commissioner of Insurance
BY: Sarowar Jahan

Westminster Canterbury

SHENANDOAH VALLEY

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
SHENANDOAH VALLEY WESTMINSTER-CANTERBURY

DISCLOSURE STATEMENT

ANNUAL SUBMISSION
APRIL 30, 2024

The filing of this Disclosure Statement with the State Corporation Commission does not constitute approval, recommendation, or endorsement, of Westminster-Canterbury of Winchester, Inc., by the State Corporation Commission.

DISCLOSURE STATEMENT

In 1985 the General Assembly of Virginia adopted legislation requiring all continuing care retirement communities in the State, such as Shenandoah Valley Westminster-Canterbury, to file an annual disclosure statement with the State Corporation Commission. This statement is also provided to prospective residents.

Each disclosure statement is required to contain the following information:

- 1. The name and business address of the provider and a statement of whether the provider is a partnership, foundation, association, corporation or other type of business or legal entity.**

Westminster-Canterbury of Winchester, Inc. is a not-for-profit, Virginia non-stock Corporation, operating under the trade name of Shenandoah Valley Westminster-Canterbury, located at 300 Westminster-Canterbury Drive, Winchester, Virginia 22603.

- 2. Full information regarding ownership of the property on which the facility is or will be operated and of the buildings in which it is or will be operated.**

Westminster-Canterbury of Winchester, Inc., holds fee simple title to the property on which it is operated and the buildings in which it is operated. Effective January 2, 2015, the title is subject to a first mortgage held at U.S. Bank National Association, Charlotte, North Carolina (as Bond Trustee).

- 3. The names and business addresses of the officers, directors, trustees, managing or general partners, and any person having a ten percent or greater equity or beneficial interest in the provider, and a description of such person's interest in or occupation with the provider.**

The business and affairs of Westminster-Canterbury of Winchester, Inc., are managed by a voluntary Board of Trustees composed of nineteen members.

<u>Members, Board of Trustees</u>	<u>Expiration of Term</u>	<u>Principal Business Affiliation</u>
Mrs. Linda Gibson 800 Kennedy Drive Winchester, VA 22601	2027	Assistant Director, Frederick County, Department of Social Services
Mrs. Darcus Breneman First Bank 1835 Valley Avenue Winchester, VA 22601	2027	Commercial Banking Treasury Management
Mr. Donald D. Ganske 125 Cotton Ridge Road Winchester, VA 22603	2027	Retired, Dupont Agrichemical Research
Mr. Mark Loring 512 Marion Street Winchester, VA 22601	2027	Management consultant
Mr. John H. Armstrong 103 Launchris Drive Winchester, VA 22602	2027	Retired physician
Mrs. Abby Pifer Trex Company, Inc. 2500 Trex Way Winchester, VA 22601	2027	Senior Plant Controller
Ms. Clare Monahan Dame 610 Sterling Drive Winchester, VA 22601	2025	Retired, Director of Enrollment Management, Randolph-Macon Academy
Mr. Martin Tabaka 1420 Bold Rock Drive, #100 Winchester, VA 22603	2025	Retired, Director of Sales, Ashworth Bros.
Mrs. Libba Pendleton 300 Westminster-Canterbury Dr., Apt. 333 Winchester, VA 22603	2025	Retired, SVP Managing Trust Officer, Bank of Clarke County
Mrs. Courtney Warner 210 Fairfield Drive Winchester, VA 22601	2025	Attorney

<u>Members, Board of Trustees</u>	<u>Expiration of Term</u>	<u>Principal Business Affiliation</u>
Mr. Jeffrey Webber 820 Armistead Street Winchester, VA 22603	2025	Realtor
Rev. Dan McCoig, Chair 35 W. Piccadilly Street Winchester, VA 22601	2025	Retired, Pastor, First Presbyterian Church
Mr. Pat Kofalt 132 Harvest Ridge Drive Winchester, VA 22601	2026	Retired, Army Civilian in Logistics/Material/Supply Chain Management
Ms. Susan Kagey Ameriprise Financial 100 Creekside Lane Winchester, VA 22602	2026	Financial Advisor
Mr. Bob Puttock 212 Taggart Drive Winchester, VA 22602	2026	Retired information technology manager and software engineer
Mrs. Carrie Decker 321 Cheltenham Drive Stephens City, VA 22655	2026	Partner, JD Matthews Medical Billing Specialists
Mr. John Dorsey 329 Union View Lane Winchester, VA 22603	2026	Attorney, Estate Planning & Estate Administration, CPA
Mr. Rob Boyd 150 Omps Drive Winchester, VA 22603	2026	Retired, Senior Vice President, Commercial Loans and Credit Review, First Bank & Trust Co.
To Be Determined 300 Westminster-Canterbury Dr. Winchester, VA 22603	2025	Resident & President, Residents' Association

None of these individuals holds any equity or beneficial interest of ten percent or greater in Westminster-Canterbury of Winchester, Inc., nor is any one of them employed by Westminster-Canterbury of Winchester, Inc.

4. For (i) the provider, (ii) any person named in response to the preceding section or (iii) the proposed management, if the facility will be managed on a day-to-day basis by a person other than an individual directly employed by the provider:

- a. A description of any business experience in the operation or management of similar facilities.

Shenandoah Valley Westminster-Canterbury opened on January 2, 1987. Experienced departmental supervisors are employed to manage the day-to-day operations of the community.

Gloria "Jeannie" J. Shiley, President & Chief Executive Officer has over 25 years of experience working in long term care. Mrs. Shiley joined SVWC as Director of Accounting in July 1999 and was promoted to Nursing Home Administrator in September 2003. In December 2007, she was promoted to President & CEO. She is a graduate of Shepherd College with a bachelor's degree in Accounting and is a Certified Aging Services Professional, which was received from the University of North Texas in 2004.

Duane Wernecke, CPA, Chief Financial Officer, joined SVWC in July 2012. Mr. Wernecke has worked in health care since 1997, first as a consultant then as an office administrator/business manager for a physician group, and then as the chief operating officer of a medical practice management firm based in northwestern Virginia. He received his CPA license in September 2000, a BS in Accounting from George Mason University, and a BS in Airway Science from Ohio University.

Chanda Palmer, Chief Operating Officer, joined SVWC's Marketing Department in November 2009. She was promoted to Director of Marketing in 2010 and promoted to Chief Operating Officer in June 2021. She obtained her Nursing Home Administrator's license in 2016. Mrs. Palmer is a graduate of James Madison University with a Bachelor of Business Administration Degree and a Master of Science in Education degree from Old Dominion University.

Consultants:

A. V. Powell & Associates, Inc., an actuarial consulting firm, specializing in service to the continuing care retirement community industry, which provides actuarial studies, operational reviews, and population projections. The firm produced a landmark study for the CCRC industry and works with the American Academy of Actuaries, the American Institute of Certified Public Accountants, and other such organizations. The firm also produces computer models, research, and publications for the industry.

CliftonLarsonAllen, LLP is a professional service firm that provides assurance, accounting, tax, consulting and advisory services to organizations and individuals managing business ventures and finance. Founded in 1953, CliftonLarsonAllen's certified public accountants, consultants and advisors are dedicated to providing quality results to clients.

b. The name and address of any professional service, firm, association, foundation, trust, partnership or corporation or any other business or legal entity in which such person has, or which has in such person, a ten percent or greater interest and which it is presently intended will or may provide goods, leases or services to the provider of a value of \$500 or more, within any year, including:

- (1) A description of the goods, leases or services and the probable or anticipated cost thereof to the provider;**
- (2) The process by which the contract was awarded;**
- (3) Any additional offers that were received; and**
- (4) Any additional information requested by the Commission detailing how and why a contract was awarded.**

There are no individuals, professional services, associations, foundations, trusts, partnerships, or corporations, or any other business or legal entities that are applicable to this section.

c. A description of any matter in which such person:

- (1) Has been convicted of a felony or pleaded nolo contendere to a felony charge, or been held liable or enjoined in a civil action by final judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; or**
- (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 facility, nursing home, retirement home, home for the aged or facility 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.**

None of the above items is applicable to Shenandoah Valley Westminster-Canterbury (Westminster-Canterbury of Winchester, Inc.), its employees, or Trustees.

5. A statement as to:

- a. Whether the provider is or ever has been affiliated with a religious, charitable or other nonprofit organization, the nature of any such affiliation, and the extent to which the affiliate organization is or will be responsible for the financial and contractual obligations of the provider.**

Westminster-Canterbury of Winchester was incorporated on March 31, 1982, and reorganized under articles of incorporation approved August 7, 1991, as a not-for-profit, Virginia non-stock corporation under guidelines approved by Virginia Diocesan Homes, Inc., a Virginia non-stock, not-for-profit corporation organized by the Protestant Episcopal Church of the Diocese of Virginia, and Westminster Presbyterian Homes, Inc. a Virginia non-stock, not-for-profit corporation organized by the Synod of the Virginias of the Presbyterian Church in the United States for the purpose of establishing, maintaining, operating, managing, controlling, and regulating, a retirement community and to provide related services as may be determined by the Board of Trustees.

The Board of Trustees of Westminster-Canterbury of Winchester, Inc. is elected one-half by the Board of Trustees of Virginia Diocesan Homes, Inc., and one-half by the Board of Trustees of Westminster-Presbyterian Homes, Inc. The Resident member of the Board is elected by the full Residents' Association body.

The financial and contractual obligations of Westminster-Canterbury of Winchester, Inc., are not directly or indirectly an obligation of the Protestant Episcopal Church, the Presbyterian Church in the United States, or any division thereof. Westminster-Canterbury of Winchester, Inc., is not legally related to any other organization whose name includes "Westminster-Canterbury", with the exception of Shenandoah Valley Westminster-Canterbury which is the operating name of this corporation; and no such other organization has any legal obligation to pay amounts owed by Westminster-Canterbury of Winchester, Inc., under its own name or under its operating name (Shenandoah Valley Westminster-Canterbury).

- b. Any provision of the federal Internal Revenue Code under which the provider is exempt from the payment of income tax.**

Westminster-Canterbury of Winchester, Inc. is exempt from federal income taxation under Section 501 (c) (3) of the Internal Revenue Code.

6. **The location and description of the real property of the facility, existing or proposed, and to the extent proposed, the estimated completion date or dates of improvements, whether or not construction has begun and the contingencies under which construction may be deferred.**

Initially, Shenandoah Valley Westminster-Canterbury was located on approximately 65.25 acres of land in both the City of Winchester and Frederick County, Virginia. Geographically, the site is located in the northwestern quadrant of the city/county boundary lines. In 1985, 26.95 acres of the site were donated to Westminster-Canterbury with the restriction that it be used for the construction of a life care retirement community. The same donor donated an adjacent 14.742 acres, with the restriction that such land is maintained in a natural state without buildings or other improvements. An additional 2.95 acres were purchased. When construction began, an additional 4.452 acres was donated, and 16.156 acres were purchased.

In May 2019, SVWC purchased 22 acres of land that adjoins the northwest section of the existing campus. This property is located in the City of Winchester and Frederick County. With this addition, the total campus acreage is 87.25.

Construction of the main facility was begun on June 7, 1985 and completed on December 2, 1986. Shenandoah Valley Westminster-Canterbury opened on January 2, 1987.

Shenandoah Valley Westminster-Canterbury consists of two five-story residential apartment buildings ("Shenandoah Hall" and "Winchester Hall"), a two-story Health Center containing 51 private rooms and 12 assisted living memory support private rooms, an assisted living building ("Wappacomo Hall") containing 48 private apartments, a central building ("Lawrence Hall"), the Vitality Center, 53 cottages and five villas containing 48 apartments. The approximate distribution of square footage by building component is as follows:

Residential Building (Shenandoah Hall)	122,136 square feet
Residential Building (Winchester Hall)	140,638 square feet
Health Center	54,038 square feet
Assisted Living Building (Wappacomo Hall)	47,150 square feet
Central Building (Lawrence Hall)	36,800 square feet
Vitality Center	<u>25,124 square feet</u>
TOTAL	425,886 square feet

Villa apartment and cottage square footage totals are listed on the enclosed rate sheets.

In 1991, Shenandoah Valley Westminster-Canterbury began construction of 26 cottages on the previously mentioned 16.156 acres that were purchased since construction of the original building. The basic cottage is a two-bedroom/two-bath unit of approximately 1,380 square feet. The cottages were completed in August 1995.

Health Center Finishing Kitchen - Funding of approximately \$523,000 was included in the community's 1993 capital budget and the Finishing Kitchen was completed and fully operational in May, 1994.

Expansion of the Main Kitchen and the Main Dining Room addition was completed by May 1995.

In 1998, SVWC began construction of Wappacomo Hall, the Assisted Living building. This was followed by renovation of the Health Center to create 52 private rooms. The Health Center renovation and expansion project was completed in June 2000 and cost \$8 million. This project was funded by a \$30,935,000 bond issue that included sufficient funds to cover all previous outstanding long-term debt of Shenandoah Valley Westminster-Canterbury.

Construction of 23 additional cottages began in January 2002 and was completed in April 2004. The cottages are located adjacent to the existing twenty-six cottages. The new cottage project consists of 18 duplex cottages and 5 freestanding single units.

In July 2005, SVWC began construction of a 64-unit independent living apartment building known as Winchester Hall; a Vitality Center that includes a new dining venue, swimming pool, fitness center, pub, bank, and art studio; and renovations to the existing dining, main kitchen, and fitness areas of the community. The Vitality Center and apartment building were completed in March 2007. The project has been funded by a bond issue in the amount of \$38,720,000.

The plan to build a chapel at Westminster-Canterbury was conceived in 2006. Following a successful capital campaign in 2007 and 2008, final plans were drawn up for the Chapel construction. Completed in December 2009, the Chapel seats 85 people and is a dedicated place for worship, education, reflection, and meditation for people of all faiths and traditions.

Renovation of the Clinic was completed in 2010. Improvements were made to its accessibility and functionality. An additional examination room was added, and a dental office was created as a part of the renovations.

The main entrance at Lawrence Hall was also renovated in 2010. The changes were initiated to gain better control and alleviate temperature fluctuations that occur as well as to create a more spacious, inviting lobby.

Renovation of the community continued in 2011 and 2012. The following areas were renovated:

- Shenandoah Hall (Independent Living apartment building) corridors and common areas
- Activities Room and Commons in Lawrence Hall
- Wappacomo Hall (Assisted Living apartment building) corridors and common areas, first and third floors
- Health Care dining rooms
- Lawrence Hall restrooms

During 2013, the following meeting and activity spaces underwent renovation: The Abbey, Main Dining Room, Harowitz Private Dining Room, Cathedral Dining Room, and Apple Blossom Room. In Wappacomo Hall, the public restrooms, second floor corridors, and common areas were renovated.

The following renovations and new construction project began in the spring of 2014 and were completed at the end of 2016:

- Addition of 11 Health Care rooms onto the existing Health Care building.
- Renovation of existing Health Care space to create a more home-like setting and improve activity areas, improve living room/common areas for residents, improve natural lighting, and improve outdoor spaces. Also, a European shower will be added to each Health Care room.
- Addition of a two-story wellness and vitality building to improve functionality of wellness programming and to create dedicated areas for exercise classes.
- Reorganization of core spaces (administrative offices, Rehabilitation Services, and Salon) is needed to be able to make improvements to existing Health Care areas.

On September 30, 2016, SVWC purchased a free-standing home located at 114 Westbury Place, Winchester, Virginia; adding another option to our cottage program. This home is not directly adjacent to the campus but is located within a quarter mile.

On April 20, 2017, SVWC purchased a second home located at 102 Westbury Place. New to the campus is a Greenhouse, which opened in April 2017. The Greenhouse is located at the south end of the Assisted Living courtyard.

During the summer of 2018, the main kitchen and Bistro servery were redesigned and renovated. New equipment was purchased for the kitchen. In April 2019, the Satellite Kitchen (formerly called Finishing Kitchen) was renovated; new equipment was purchased.

In April 2021, SVWC purchased a free-standing home located at 100 Westbury Place. In June 2021, SVWC purchased a free-standing home located at 118 Westbury Place.

In April 2022, a second elevator was added to Wappacomo Hall, the assisted living building. Additionally, the Clinic was renovated to create a third exam room.

Construction of five villas, containing 48 independent living apartments, began in July 2022 and was completed in October 2023. Construction of the remaining five villas, which contain 49 apartments, began in July 2023 and has a projected completion date of November 2024. The villas are being constructed on the 22 acres acquired in 2019.

7. **The services provided or proposed to be provided under continuing care contracts, including the extent to which medical care is furnished. The disclosure statement shall clearly state which services are included in basic continuing care contracts and which services are made available by the provider at extra charge.**

Please refer to the "Independent Living Residence and Care Agreement" (Addendum #1, attached) and the "Assisted Living Residence and Care Agreement" (Addendum #5, attached). Specific location of information is as follows:

Independent Living Residence and Care Agreement

Section I	Community Responsibilities to the Resident	Pages 4-5
Section III	Health Care Provisions	Pages 8-11
Section VII	Transfers Among Levels of Care	Page 15

Assisted Living Residence and Care Agreement

Section I	Lodging, Meals, and Other Services	Pages 1-3
Section III	Assisted Living and Health Care	Pages 3-4
Section IX	Transfers and Release of Assisted Living Unit	Page 8-9

8. **A description of all fees required of residents, including any entrance fee and periodic charges. The description shall include (i) a description of all proposed uses of any funds or property required to be transferred to the provider or any other person prior to the resident's occupancy of the facility and of any entrance fee, (ii) a description of provisions for the escrowing and return of any such funds, assets or entrance fee, the manner and conditions of return and to whom earnings on escrowed funds are payable; and (iii) a description of the manner by which the provider may adjust periodic charges or other recurring fees and any limitations on such adjustments. If the facility is already in operation, or if the provider operates one or more similar facilities within this Commonwealth, there shall be included tables showing the frequency and average dollar amount of each increase in periodic rates at each**

facility for the previous five years or such shorter period that the facility has been operated by the provider.

FEES REQUIRED OF RESIDENTS

Independent Living Residence Agreement -

Please refer to "Residence and Care Agreement" (Addendum #1).

Section IV	Fees	Page 11
Section V	Termination	Page 12-13
Section VI	Multiple Occupancy	Page 14
Section VII	Transfers	Pages 15 18-19

Resident Reservation Agreements - Please refer to "Reservation Agreements" (Addendum #2, attached)

Assisted Living Residence Agreement - Please refer to "Assisted Living Residence and Care Agreement" (Addendum #6)

Section V	Payment of Fees	Pages 4-5
Section VIII	Assisted Living Unit Change, Marital Status	Page 7
Section IX	Transfers	Page 8
Section X	Termination of This Agreement	Page 8-9

Shenandoah Valley Westminster Canterbury
Independent Living
Entrance Fees - Lifecare Option A

	Lifecare Entrance Fees 01/01/23		Dollar Amount of Increase 01/01/24		Lifecare Entrance Fees 01/01/24	
	One Person	Two Person	One Person	Two Person	One Person	Two Person
The Cameron - Studio	\$ 142,578	\$ -	\$ 4,277	\$ -	\$ 146,855	\$ -
The Braddock - 1 Bedroom	205,482	255,350	6,164	7,660	211,646	263,010
The Braddock Deluxe - 1 Bedroom	278,840	328,708	8,365	9,861	287,205	338,569
The Loudoun - 2 Bedroom/1 Bath	285,937	335,805	8,578	10,074	294,515	345,879
The Amherst - 2 Bedroom/2 Bath	343,857	393,725	10,316	11,812	354,173	405,537
The Amherst Deluxe - 2 Bedroom/2 Bath	415,277	465,145	12,458	13,954	427,735	479,099
Cottage - York	481,577	531,445	14,447	15,943	496,024	547,388
Cottage - James	494,280	544,148	14,828	16,324	509,108	560,472
Cottage - Potomac	541,658	591,526	16,250	17,746	557,908	609,272
Cottage - Rappahannock	582,562	632,430	17,477	18,973	600,039	651,403
Cottage - Shenandoah	715,472	765,340	21,464	22,960	736,936	788,300
114 Westbury Commons	\$ 573,359	\$ 623,227	\$ 17,201	\$ 18,697	\$ 590,560	\$ 641,924
100 Westbury Commons	583,000	632,868	17,490	18,986	600,490	651,854
102 Westbury Commons	672,871	722,739	20,186	21,682	693,057	744,421
118 Westbury Commons	713,710	763,578	21,411	22,907	735,121	786,485
The Lady Slipper	\$ 416,144	\$ 466,012	\$ 12,484	\$ 13,980	\$ 428,628	\$ 479,992
The Buttercup	474,365	524,233	14,231	15,727	488,596	539,960
The Periwinkle	525,648	575,516	15,769	17,265	541,417	592,781
The Azalea	539,070	588,938	16,172	17,668	555,242	606,606
The Bluebell	540,152	590,020	16,205	17,701	556,357	607,721
The Violet	563,871	613,739	16,916	18,412	580,787	632,151
The Honeysuckle	577,568	627,436	17,327	18,823	594,895	646,259
The Magnolia	612,439	662,307	18,373	19,869	630,812	682,176
The Pine	\$ 423,682	\$ 473,550	\$ 12,710	\$ 14,206	\$ 436,392	\$ 487,756
The Cypress	423,682	473,550	12,710	14,206	436,392	487,756
The Juniper	527,880	577,748	15,836	17,332	543,716	595,080
The Hemlock	557,242	607,110	16,717	18,213	573,959	625,323
The Cedar	564,344	614,212	16,930	18,426	581,274	632,638
The Blue Spruce	626,778	676,646	18,803	20,299	645,581	696,945
The White Spruce	629,958	679,826	18,899	20,395	648,857	700,221
The Hawthorn	633,456	683,324	19,004	20,500	652,460	703,824
The Bayberry	707,338	757,206	21,220	22,716	728,558	779,922
The Winterberry	709,458	759,326	21,284	22,780	730,742	782,106
The Balsam Fir	709,458	759,326	21,284	22,780	730,742	782,106
The Fraser Fir	712,214	762,082	21,366	22,862	733,580	784,944
Second Person		49,868		1,496		51,364

**Shenandoah Valley Westminster Canterbury
Independent Living
Monthly Fees - Lifecare Option A**

	Dollar Amount of Increase 01/01/21		Dollar Amount of Increase 01/01/22		Dollar Amount of Increase 01/01/23		Dollar Amount of Increase 01/01/24		Lifecare Monthly Fees 01/01/24	
	One Person	Two Person	One Person	Two Person	One Person	Two Person	One Person	Two Person	One Person	Two Person
The Cameron - Studio	\$ 85	n/a	\$ 142	n/a	\$ 214	n/a	\$ 105	n/a	\$ 3,616	n/a
The Braddock - 1 Bedroom	100	150	168	251	254	379	125	186	4,282	6,386
The Braddock Deluxe - 1 Bedroom	120	170	198	281	299	424	147	208	5,049	7,153
The Loudoun - 2 Bedroom/1 Bath	120	170	203	286	306	431	151	212	5,170	7,274
The Amherst - 2 Bedroom/2 Bath	135	185	226	309	341	466	168	229	5,755	7,859
The Amherst Deluxe - 2 Bedroom/2 Bath	135	185	231	314	349	474	172	233	5,892	7,996
Cottage - York	140	190	234	317	354	479	174	235	5,967	8,071
Cottage - James	140	190	235	318	354	479	174	235	5,978	8,082
Cottage - Potomac	145	195	240	323	362	487	178	239	6,110	8,214
Cottage - Rappahannock	145	195	245	328	369	494	181	242	6,230	8,334
Cottage - Shenandoah	160	210	269	352	406	531	200	261	6,850	8,954
114 Westbury Commons	\$ 145	\$ 195	\$ 242	\$ 325	\$ 365	\$ 490	\$ 179	\$ 240	\$ 6,161	\$ 8,265
100 Westbury Commons	n/a	n/a	n/a	n/a	n/a	n/a	180	241	6,167	8,271
102 Westbury Commons	155	205	263	346	396	521	195	256	6,689	8,793
118 Westbury Commons	n/a	n/a	n/a	n/a	n/a	n/a	199	260	6,826	8,930
The Lady Slipper	\$ 140	\$ 190	\$ 231	\$ 314	\$ 348	\$ 473	\$ 171	\$ 232	\$ 5,875	\$ 7,979
The Buttercup	140	190	233	316	352	477	173	234	5,933	8,037
The Periwinkle	140	190	235	318	355	480	174	235	5,984	8,088
The Azalea	140	190	237	320	358	483	176	237	6,036	8,140
The Bluebell	140	190	238	321	360	485	177	238	6,070	8,174
The Violet	145	195	240	323	362	487	178	239	6,115	8,219
The Honeysuckle	145	195	243	326	366	491	180	241	6,179	8,283
The Magnolia	145	195	248	331	374	499	184	245	6,306	8,410
The Pine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165	\$ 226	\$ 5,676	\$ 7,780
The Cypress	-	-	-	-	-	-	165	226	5,676	7,780
The Juniper	-	-	-	-	-	-	172	233	5,911	8,015
The Hemlock	-	-	-	-	-	-	174	235	5,967	8,071
The Cedar	-	-	-	-	-	-	174	235	5,972	8,076
The Blue Spruce	-	-	-	-	-	-	178	239	6,112	8,216
The White Spruce	-	-	-	-	-	-	178	239	6,112	8,216
The Hawthorn	-	-	-	-	-	-	178	239	6,112	8,216
The Bayberry	-	-	-	-	-	-	186	247	6,390	8,494
The Winterberry	-	-	-	-	-	-	186	247	6,390	8,494
The Balsam Fir	-	-	-	-	-	-	186	247	6,390	8,494
The Fraser Fir	-	-	-	-	-	-	187	248	6,435	8,539
Second Person		50		83		125		61		2,104
Average Increase	2.75%	2.75%	4.50%	4.50%	6.50%	6.50%	3.00%	3.00%	3.00%	3.00%

Shenandoah Valley Westminster Canterbury
Independent Living
Entrance Fees - Lifecare Option B

	Lifecare Entrance Fees 01/01/23		Dollar Amount of Increase 01/01/24		Lifecare Entrance Fees 01/01/24	
	One Person	Two Person	One Person	Two Person	One Person	Two Person
The Cameron - Studio	\$ 227,782	\$ -	\$ 6,833	\$ -	\$ 234,615	\$ -
The Braddock - 1 Bedroom	291,096	359,120	8,733	10,774	299,829	369,894
The Braddock Deluxe - 1 Bedroom	361,402	429,426	10,842	12,883	372,244	442,309
The Loudoun - 2 Bedroom/1 Bath	369,841	437,865	11,095	13,136	380,936	451,001
The Amherst - 2 Bedroom/2 Bath	430,906	498,930	12,927	14,968	443,833	513,898
The Amherst Deluxe - 2 Bedroom/2 Bath	514,177	582,201	15,425	17,466	529,602	599,667
Cottage - York	581,662	649,686	17,450	19,491	599,112	669,177
Cottage - James	594,878	662,902	17,846	19,887	612,724	682,789
Cottage - Potomac	656,712	724,736	19,701	21,742	676,413	746,478
Cottage - Rappahannock	698,201	766,225	20,946	22,987	719,147	789,212
Cottage - Shenandoah	817,032	885,056	24,511	26,552	841,543	911,608
114 Westbury Commons	\$ 685,072	\$ 753,096	\$ 20,552	\$ 22,593	\$ 705,624	\$ 775,689
100 Westbury Commons	698,540	766,564	20,956	22,997	719,496	789,561
102 Westbury Commons	793,406	861,430	23,802	25,843	817,208	887,273
118 Westbury Commons	816,503	884,527	24,495	26,536	840,998	911,063
The Lady Slipper	\$ 508,480	\$ 576,504	\$ 15,254	\$ 17,295	\$ 523,734	\$ 593,799
The Buttercup	581,695	649,719	17,451	19,492	599,146	669,211
The Periwinkle	635,777	703,801	19,073	21,114	654,850	724,915
The Azalea	643,883	711,907	19,316	21,357	663,199	733,264
The Bluebell	649,992	718,016	19,500	21,541	669,492	739,557
The Violet	672,549	740,573	20,176	22,217	692,725	762,790
The Honeysuckle	687,796	755,820	20,634	22,675	708,430	778,495
The Magnolia	724,387	792,411	21,732	23,773	746,119	816,184
The Pine	\$ 508,482	\$ 576,506	\$ 15,254	\$ 17,295	\$ 523,736	\$ 593,801
The Cypress	508,482	576,506	15,254	17,295	523,736	593,801
The Juniper	633,456	701,480	19,004	21,045	652,460	722,525
The Hemlock	668,648	736,672	20,059	22,100	688,707	758,772
The Cedar	677,234	745,258	20,317	22,358	697,551	767,616
The Blue Spruce	752,176	820,200	22,565	24,606	774,741	844,806
The White Spruce	755,992	824,016	22,680	24,721	778,672	848,737
The Hawthorn	760,232	828,256	22,807	24,848	783,039	853,104
The Bayberry	848,848	916,872	25,465	27,506	874,313	944,378
The Winterberry	851,286	919,310	25,539	27,580	876,825	946,890
The Balsam Fir	851,286	919,310	25,539	27,580	876,825	946,890
The Fraser Fir	854,678	922,702	25,640	27,681	880,318	950,383
Second Person		68,024		2,041		70,065

Shenandoah Valley Westminster Canterbury
Independent Living
Monthly Fees - Lifecare Option B

	Dollar Amount of Increase 01/01/21		Dollar Amount of Increase 01/01/22		Dollar Amount of Increase 01/01/23		Dollar Amount of Increase 01/01/24		Lifecare Monthly Fees 01/01/24	
	One Person	Two Person	One Person	Two Person	One Person	Two Person	One Person	Two Person	One Person	Two Person
The Cameron - Studio	\$ 75	n/a	\$ 85	n/a	\$ 160	n/a	\$ 79	n/a	\$ 2,700	n/a
The Braddock - 1 Bedroom	95	150	100	150	200	312	98	153	3,370	5,256
The Braddock Deluxe - 1 Bedroom	120	175	120	170	245	357	120	175	4,132	6,018
The Loudoun - 2 Bedroom/1 Bath	120	175	120	170	252	364	124	179	4,248	6,134
The Amherst - 2 Bedroom/2 Bath	140	195	135	185	288	400	142	197	4,866	6,752
The Amherst Deluxe - 2 Bedroom/2 Bath	145	200	135	185	293	405	144	199	4,951	6,837
Cottage - York	145	200	140	190	299	411	147	202	5,049	6,935
Cottage - James	145	200	140	190	300	412	147	202	5,061	6,947
Cottage - Potomac	150	205	145	195	305	417	150	205	5,152	7,038
Cottage - Rappahannock	150	205	145	195	308	420	152	207	5,204	7,090
Cottage - Shenandoah	175	230	160	210	359	471	176	231	6,058	7,944
114 Westbury Commons	\$ 150	\$ 205	\$ 145	\$ 195	\$ 307	\$ 419	\$ 151	\$ 206	\$ 5,176	\$ 7,062
100 Westbury Commons	n/a	n/a	n/a	n/a	307	419	151	206	5,181	7,067
102 Westbury Commons	155	210	155	205	322	434	158	213	5,433	7,319
118 Westbury Commons	n/a	n/a	n/a	n/a	358	470	176	231	6,041	7,927
The Lady Slipper	\$ 140	\$ 195	\$ 140	\$ 190	\$ 292	\$ 404	\$ 144	\$ 199	\$ 4,935	\$ 6,821
The Buttercup	145	200	140	190	295	407	145	200	4,981	6,867
The Periwinkle	145	200	140	190	301	413	148	203	5,078	6,964
The Azalea	145	200	140	190	301	413	148	203	5,084	6,970
The Bluebell	150	205	140	190	304	416	150	205	5,136	7,022
The Violet	150	205	145	195	307	419	151	206	5,176	7,062
The Honeysuckle	150	205	145	195	308	420	151	206	5,193	7,079
The Magnolia	155	210	145	195	320	432	157	212	5,394	7,280
The Pine	-	-	-	-	-	-	\$ 138	\$ 193	\$ 4,729	\$ 6,615
The Cypress	-	-	-	-	-	-	138	193	4,729	6,615
The Juniper	-	-	-	-	-	-	143	198	4,918	6,804
The Hemlock	-	-	-	-	-	-	145	200	4,974	6,860
The Cedar	-	-	-	-	-	-	145	200	4,985	6,871
The Blue Spruce	-	-	-	-	-	-	148	203	5,086	6,972
The White Spruce	-	-	-	-	-	-	148	203	5,086	6,972
The Hawthorn	-	-	-	-	-	-	148	203	5,086	6,972
The Bayberry	-	-	-	-	-	-	155	210	5,331	7,217
The Winterberry	-	-	-	-	-	-	155	210	5,331	7,217
The Balsam Fir	-	-	-	-	-	-	155	210	5,331	7,217
The Fraser Fir	-	-	-	-	-	-	156	211	5,364	7,250
Second Person		55		50		112		55		1,886
Average Increase	3.50%	3.50%	2.75%	2.75%	6.50%	6.50%	3.00%	3.00%	3.00%	3.00%

**Shenandoah Valley Westminster-Canterbury
Rate Schedule
Effective 01/01/24**

LIFECARE - OPTION A

	Square Footage		Entrance Fees		Monthly Maintenance Fee	
			One Person	Two Person	One Person	Two Person
The Cameron - Studio	8	485	\$ 146,855	\$ -	\$ 3,616	\$ -
The Braddock - 1 Bedroom	38	709	211,646	263,010	4,282	6,386
The Braddock Deluxe - 1 Bedroom	2	970	287,205	338,569	5,049	7,153
The Loudoun - 2 Bedroom/1 Bath	25	970	294,515	345,879	5,170	7,274
The Amherst - 2 Bedroom/2 Bath	21	1,190	354,173	405,537	5,755	7,859
The Amherst Deluxe - 2 Bedroom/2 Bath	2	1,418	427,735	479,099	5,892	7,996
Cottage - York	14	1,563	496,024	547,388	5,967	8,071
Cottage - James	12	1,600	509,108	560,472	5,978	8,082
Cottage - Potomac	10	1,771	557,908	609,272	6,110	8,214
Cottage - Rappahannock	8	1,915	600,039	651,403	6,230	8,334
Cottage - Shenandoah	5	2,550	736,936	788,300	6,850	8,954
114 Westbury Commons	1	2,027	\$ 590,560	\$ 641,924	\$ 6,161	\$ 8,265
100 Westbury Commons	1	2,029	600,490	651,854	6,167	8,271
102 Westbury Commons	1	2,166	693,057	744,421	6,689	8,793
118 Westbury Commons	1	2,543	735,121	786,485	6,826	8,930
The Lady Slipper	4	1,410	\$ 428,628	\$ 479,992	\$ 5,875	\$ 7,979
The Buttercup	12	1,539	488,596	539,960	5,933	8,037
The Periwinkle	8	1,695	541,417	592,781	5,984	8,088
The Azalea	8	1,722	555,242	606,606	6,036	8,140
The Bluebell	8	1,755	556,357	607,721	6,070	8,174
The Violet	8	1,801	580,787	632,151	6,115	8,219
The Honeysuckle	8	1,880	594,895	646,259	6,179	8,283
The Magnolia	8	1,987	630,812	682,176	6,306	8,410
The Pine	7	1,186	436,392	487,756	5,676	7,780
The Cypress	4	1,186	436,392	487,756	5,676	7,780
The Juniper	8	1,482	543,716	595,080	5,911	8,015
The Hemlock	2	1,569	573,959	625,323	5,967	8,071
The Cedar	5	1,594	581,274	632,638	5,972	8,076
The Blue Spruce	6	1,781	645,581	696,945	6,112	8,216
The White Spruce	7	1,790	648,857	700,221	6,112	8,216
The Hawthorn	4	1,800	652,460	703,824	6,112	8,216
The Bayberry	1	2,022	728,558	779,922	6,390	8,494
The Winterberry	1	2,028	730,742	782,106	6,390	8,494
The Balsam Fir	2	2,028	730,742	782,106	6,390	8,494
The Fraser Fir	2	2,036	733,580	784,944	6,435	8,539
Second Person				51,364		2,104

**Shenandoah Valley Westminster-Canterbury
Rate Schedule
Effective 01/01/24**

LIFECARE - OPTION B

	Square Footage	Entrance Fees		Monthly Maintenance Fee	
		One Person	Two Person	One Person	Two Person
The Cameron - Studio	8 485	\$ 234,615	\$ -	\$ 2,700	\$ -
The Braddock - 1 Bedroom	38 709	299,829	369,894	3,370	5,256
The Braddock Deluxe - 1 Bedroom	2 970	372,244	442,309	4,132	6,018
The Loudoun - 2 Bedroom/1 Bath	25 970	380,936	451,001	4,248	6,134
The Amherst - 2 Bedroom/2 Bath	21 1,190	443,833	513,898	4,866	6,752
The Amherst Deluxe - 2 Bedroom/2 Bath	2 1,418	529,602	599,667	4,951	6,837
Cottage - York	14 1,563	599,112	669,177	5,049	6,935
Cottage - James	12 1,600	612,724	682,789	5,061	6,947
Cottage - Potomac	10 1,771	676,413	746,478	5,152	7,038
Cottage - Rappahannock	8 1,915	719,147	789,212	5,204	7,090
Cottage - Shenandoah	5 2,550	841,543	911,608	6,058	7,944
114 Westbury Commons	1 2,027	\$ 705,624	\$ 775,689	\$ 5,176	\$ 7,062
100 Westbury Commons	1 2,029	719,496	789,561	5,181	7,067
102 Westbury Commons	1 2,166	817,208	887,273	5,433	7,319
118 Westbury Commons	1 2,543	840,998	911,063	6,041	7,927
The Lady Slipper	4 1,410	\$ 523,734	\$ 593,799	\$ 4,935	\$ 6,821
The Buttercup	12 1,539	599,146	669,211	4,981	6,867
The Periwinkle	8 1,695	654,850	724,915	5,078	6,964
The Azalea	8 1,722	663,199	733,264	5,084	6,970
The Bluebell	8 1,755	669,492	739,557	5,136	7,022
The Violet	8 1,801	692,725	762,790	5,176	7,062
The Honeysuckle	8 1,880	708,430	778,495	5,193	7,079
The Magnolia	8 1,987	746,119	816,184	5,394	7,280
The Pine	7 1,186	\$ 523,736	\$ 593,801	\$ 4,729	\$ 6,615
The Cypress	4 1,186	523,736	593,801	4,729	6,615
The Juniper	8 1,482	652,460	722,525	4,918	6,804
The Hemlock	2 1,569	688,707	758,772	4,974	6,860
The Cedar	5 1,594	697,551	767,616	4,985	6,871
The Blue Spruce	6 1,781	774,741	844,806	5,086	6,972
The White Spruce	7 1,790	778,672	848,737	5,086	6,972
The Hawthorn	4 1,800	783,039	853,104	5,086	6,972
The Bayberry	1 2,022	874,313	944,378	5,331	7,217
The Winterberry	1 2,028	876,825	946,890	5,331	7,217
The Balsam Fir	2 2,028	876,825	946,890	5,331	7,217
The Fraser Fir	2 2,036	880,318	950,383	5,364	7,250
Second Person			70,065		1,886

Shenandoah Valley Westminster Canterbury
Independent Living
Entrance Fees - Modified Lifecare Option A

	Modified Care Entrance Fees 01/01/23		Dollar Amount of Increase 01/01/24		Modified Care Entrance Fees 01/01/24	
	One Person	Two Person	One Person	Two Person	One Person	Two Person
The Cameron - Studio	\$ 107,062	\$ -	\$ 3,212	\$ -	\$ 110,274	\$ -
The Braddock - 1 Bedroom	155,265	199,134	4,658	5,974	159,923	205,108
The Braddock Deluxe - 1 Bedroom	209,145	253,014	6,274	7,590	215,419	260,604
The Loudoun - 2 Bedroom/1 Bath	215,227	259,096	6,457	7,773	221,684	266,869
The Amherst - 2 Bedroom/2 Bath	257,708	301,577	7,731	9,047	265,439	310,624
The Amherst Deluxe - 2 Bedroom/2 Bath	323,500	367,369	9,705	11,021	333,205	378,390
Cottage - York	357,051	400,920	10,712	12,028	367,763	412,948
Cottage - James	365,229	409,098	10,957	12,273	376,186	421,371
Cottage - Potomac	408,366	452,235	12,251	13,567	420,617	465,802
Cottage - Rappahannock	436,043	479,912	13,081	14,397	449,124	494,309
Cottage - Shenandoah	538,596	582,465	16,158	17,474	554,754	599,939
114 Westbury Commons	\$ 426,577	\$ 470,446	\$ 12,797	\$ 14,113	\$ 439,374	\$ 484,559
100 Westbury Commons	436,720	480,589	13,102	14,418	449,822	495,007
102 Westbury Commons	459,779	503,648	13,793	15,109	473,572	518,757
118 Westbury Commons	537,269	581,138	16,118	17,434	553,387	598,572
The Lady Slipper	\$ 326,918	\$ 370,787	\$ 9,808	\$ 11,124	\$ 336,726	\$ 381,911
The Buttercup	356,495	400,364	10,695	12,011	367,190	412,375
The Periwinkle	396,640	440,509	11,899	13,215	408,539	453,724
The Azalea	405,058	448,927	12,152	13,468	417,210	462,395
The Bluebell	407,820	451,689	12,236	13,551	420,055	465,240
The Violet	424,929	468,798	12,748	14,064	437,677	482,862
The Honeysuckle	434,198	478,067	13,026	14,342	447,224	492,409
The Magnolia	460,795	504,664	13,824	15,140	474,619	519,804
The Pine	\$ 317,788	361,657	9,534	10,850	\$ 327,322	\$ 372,507
The Cypress	317,788	361,657	9,534	10,850	327,322	372,507
The Juniper	395,910	439,779	11,877	13,193	407,787	452,972
The Hemlock	417,958	461,827	12,539	13,855	430,497	475,682
The Cedar	423,258	467,127	12,698	14,014	435,956	481,141
The Blue Spruce	470,110	513,979	14,103	15,419	484,213	529,398
The White Spruce	472,548	516,417	14,176	15,492	486,724	531,909
The Hawthorn	475,092	518,961	14,253	15,569	489,345	534,530
The Bayberry	530,530	574,399	15,916	17,232	546,446	591,631
The Winterberry	532,120	575,989	15,964	17,280	548,084	593,269
The Balsam Fir	532,120	575,989	15,964	17,280	548,084	593,269
The Fraser Fir	534,240	578,109	16,027	17,343	550,267	595,452
Second Person		43,869		1,316		45,185

Shenandoah Valley Westminster Canterbury
Independent Living
Monthly Fees - Modified Lifecare Option A

	Dollar Amount of Increase 01/01/21		Dollar Amount of Increase 01/01/22		Dollar Amount of Increase 01/01/23		Dollar Amount of Increase 01/01/24		Modified Care Monthly Fees 01/01/24	
	One Person	Two Person	One Person	Two Person	One Person	Two Person	One Person	Two Person	One Person	Two Person
The Cameron - Studio	\$ -	n/a	\$ 126	n/a	\$ 190	n/a	\$ 93	n/a	\$ 3,204	n/a
The Braddock - 1 Bedroom	-	-	149	222	225	335	111	165	3,795	5,647
The Braddock Deluxe - 1 Bedroom	-	-	175	248	264	374	130	184	4,459	6,311
The Loudoun - 2 Bedroom/1 Bath	-	-	180	253	271	381	133	187	4,574	6,426
The Amherst - 2 Bedroom/2 Bath	-	-	200	273	302	412	148	202	5,090	6,942
The Amherst Deluxe - 2 Bedroom/2 Bath	-	-	205	278	309	419	152	206	5,211	7,063
Cottage - York	-	-	207	280	313	423	154	208	5,279	7,131
Cottage - James	-	-	208	281	313	423	154	208	5,290	7,142
Cottage - Potomac	-	-	212	285	320	430	157	211	5,404	7,256
Cottage - Rappahennock	-	-	216	289	326	436	160	214	5,507	7,359
Cottage - Shenandoah	-	-	238	311	359	469	177	231	6,064	7,916
114 Westbury Commons	\$ -	\$ -	\$ 214	\$ 287	\$ 323	\$ 433	\$ 159	\$ 213	\$ 5,451	\$ 7,303
100 Westbury Commons	n/a	n/a	214	287	323	433	159	213	5,456	7,308
102 Westbury Commons	-	-	223	296	337	447	166	220	5,686	7,538
118 Westbury Commons	-	-	237	310	358	468	176	230	6,041	7,893
The Lady Slipper	\$ -	\$ -	\$ 204	\$ 277	\$ 308	\$ 418	\$ 151	\$ 205	\$ 5,198	\$ 7,050
The Buttercup	-	-	206	279	311	421	153	207	5,245	7,097
The Periwinkle	-	-	208	281	314	424	154	208	5,296	7,148
The Azalea	-	-	209	282	316	426	155	209	5,335	7,187
The Bluebell	-	-	211	284	318	428	156	210	5,365	7,217
The Violet	-	-	212	285	321	431	158	212	5,411	7,263
The Honeysuckle	-	-	215	288	324	434	159	213	5,468	7,320
The Magnolia	-	-	219	292	331	441	163	217	5,583	7,435
The Pine	-	-	\$ -	\$ -	\$ -	\$ -	149	203	5,119	6,971
The Cypress	-	-	-	-	-	-	149	203	5,119	6,971
The Juniper	-	-	-	-	-	-	155	209	5,320	7,172
The Hemlock	-	-	-	-	-	-	157	211	5,376	7,228
The Cedar	-	-	-	-	-	-	157	211	5,387	7,239
The Blue Spruce	-	-	-	-	-	-	160	214	5,509	7,361
The White Spruce	-	-	-	-	-	-	160	214	5,509	7,361
The Hawthorn	-	-	-	-	-	-	160	214	5,509	7,361
The Bayberry	-	-	-	-	-	-	168	222	5,755	7,607
The Winterberry	-	-	-	-	-	-	168	222	5,755	7,607
The Balsam Fir	-	-	-	-	-	-	168	222	5,755	7,607
The Fraser Fir	-	-	-	-	-	-	169	223	5,800	7,652
Second Person	-	-	-	73	-	110	-	54	-	1,852
Average Increase	0.00%	0.00%	4.50%	4.50%	6.50%	6.50%	3.00%	3.00%	3.00%	3.00%

Shenandoah Valley Westminster Canterbury
Independent Living
Entrance Fees - Modified Lifecare Option B

	Modified Care Entrance Fees 01/01/23		Dollar Amount of Increase 01/01/24		Modified Care Entrance Fees 01/01/24	
	One Person	Two Person	One Person	Two Person	One Person	Two Person
The Cameron - Studio	\$ 170,747	\$ -	\$ 5,122	\$ -	\$ 175,869	\$ -
The Braddock - 1 Bedroom	219,627	280,582	6,589	8,418	226,216	289,000
The Braddock Deluxe - 1 Bedroom	271,181	332,136	8,135	9,964	279,316	342,100
The Loudoun - 2 Bedroom/1 Bath	277,688	338,643	8,331	10,160	286,019	348,803
The Amherst - 2 Bedroom/2 Bath	322,725	383,680	9,682	11,511	332,407	395,191
The Amherst Deluxe - 2 Bedroom/2 Bath	401,346	462,301	12,040	13,869	413,386	476,170
Cottage - York	437,124	498,079	13,114	14,943	450,238	513,022
Cottage - James	443,708	504,663	13,311	15,140	457,019	519,803
Cottage - Potomac	490,840	551,795	14,725	16,554	505,565	568,349
Cottage - Rappahannock	518,681	579,636	15,560	17,389	534,241	597,025
Cottage - Shenandoah	612,107	673,062	18,363	20,192	630,470	693,254
114 Westbury Commons	\$ 512,065	\$ 573,020	\$ 15,362	\$ 17,191	\$ 527,427	\$ 590,211
100 Westbury Commons	519,400	580,355	15,582	17,411	534,982	597,766
102 Westbury Commons	541,992	602,947	16,260	18,089	558,252	621,036
118 Westbury Commons	610,316	671,271	18,309	20,138	628,625	691,409
The Lady Slipper	\$ 397,994	\$ 458,949	\$ 11,940	\$ 13,769	\$ 409,934	\$ 472,718
The Buttercup	430,595	491,550	12,918	14,747	443,513	506,297
The Periwinkle	477,924	538,879	14,338	16,167	492,262	555,046
The Azalea	484,082	545,037	14,522	16,351	498,604	561,388
The Bluebell	489,334	550,289	14,680	16,509	504,014	566,798
The Violet	506,595	567,550	15,198	17,027	521,793	584,577
The Honeysuckle	514,675	575,630	15,440	17,269	530,115	592,899
The Magnolia	544,131	605,086	16,324	18,153	560,455	623,239
The Pine	\$ 381,388	\$ 442,343	\$ 11,442	\$ 13,271	\$ 392,830	\$ 455,614
The Cypress	381,388	442,343	11,442	13,271	392,830	455,614
The Juniper	475,092	536,047	14,253	16,082	489,345	552,129
The Hemlock	501,486	562,441	15,045	16,874	516,531	579,315
The Cedar	507,952	568,907	15,239	17,068	523,191	585,975
The Blue Spruce	564,132	625,087	16,924	18,753	581,056	643,840
The White Spruce	566,994	627,949	17,010	18,839	584,004	646,788
The Hawthorn	570,174	631,129	17,105	18,934	587,279	650,063
The Bayberry	636,636	697,591	19,099	20,928	655,735	718,519
The Winterberry	638,544	699,499	19,156	20,985	657,700	720,484
The Balsam Fir	638,544	699,499	19,156	20,985	657,700	720,484
The Fraser Fir	641,088	702,043	19,233	21,062	660,321	723,105
Second Person		60,955		1,829		62,784

**Shenandoah Valley Westminster Canterbury
Independent Living
Monthly Fees - Modified Lifecare Option B**

	Dollar Amount of Increase 01/01/21		Dollar Amount of Increase 01/01/22		Dollar Amount of Increase 01/01/23		Dollar Amount of Increase 01/01/24		Modified Care Monthly Fees 01/01/24	
	One Person	Two Person	One Person	Two Person	One Person	Two Person	One Person	Two Person	One Person	Two Person
The Cameron - Studio	\$ -	n/a	\$ 94	n/a	\$ 94	n/a	\$ 70	n/a	\$ 2,396	n/a
The Braddock - 1 Bedroom	-	-	117	182	117	182	87	135	2,991	4,647
The Braddock Deluxe - 1 Bedroom	-	-	143	208	143	208	106	154	3,650	5,306
The Loudoun - 2 Bedroom/1 Bath	-	-	147	212	147	212	109	157	3,753	5,409
The Amherst - 2 Bedroom/2 Bath	-	-	169	234	169	234	125	173	4,299	5,955
The Amherst Deluxe - 2 Bedroom/2 Bath	-	-	172	237	172	237	128	176	4,385	6,041
Cottage - York	-	-	175	240	175	240	130	178	4,459	6,115
Cottage - James	-	-	176	241	176	241	130	178	4,471	6,127
Cottage - Potomac	-	-	179	244	179	244	133	181	4,557	6,213
Cottage - Rappahannock	-	-	181	246	181	246	134	182	4,613	6,269
Cottage - Shenandoah	-	-	210	275	210	275	156	204	5,359	7,015
114 Westbury Commons	\$ -	\$ -	\$ 180	\$ 245	\$ 180	\$ 245	\$ 134	\$ 182	\$ 4,586	\$ 6,242
100 Westbury Commons	n/a	n/a	180	245	180	245	134	182	4,591	6,247
102 Westbury Commons	-	-	188	253	188	253	140	188	4,797	6,453
118 Westbury Commons	n/a	n/a	209	274	209	274	155	203	5,335	6,991
The Lady Slipper	\$ -	\$ -	\$ 171	\$ 236	\$ 171	\$ 236	\$ 127	\$ 175	\$ 4,367	\$ 6,023
The Buttercup	-	-	173	238	173	238	129	177	4,413	6,069
The Periwinkle	-	-	176	241	176	241	131	179	4,488	6,144
The Azalea	-	-	176	241	176	241	131	179	4,493	6,149
The Bluebell	-	-	178	243	178	243	132	180	4,539	6,195
The Violet	-	-	180	245	180	245	134	182	4,586	6,242
The Honeysuckle	-	-	181	246	181	246	134	182	4,603	6,259
The Magnolia	-	-	187	252	187	252	139	187	4,774	6,430
The Pine	-	-	\$ -	\$ -	\$ -	\$ -	\$ 124	\$ 172	\$ 4,260	\$ 5,916
The Cypress	-	-	-	-	-	-	124	172	4,260	5,916
The Juniper	-	-	-	-	-	-	129	177	4,428	6,084
The Hemlock	-	-	-	-	-	-	131	179	4,484	6,140
The Cedar	-	-	-	-	-	-	131	179	4,495	6,151
The Blue Spruce	-	-	-	-	-	-	134	182	4,584	6,240
The White Spruce	-	-	-	-	-	-	134	182	4,584	6,240
The Hawthorn	-	-	-	-	-	-	134	182	4,584	6,240
The Bayberry	-	-	-	-	-	-	140	188	4,807	6,463
The Winterberry	-	-	-	-	-	-	140	188	4,807	6,463
The Balsam Fir	-	-	-	-	-	-	140	188	4,807	6,463
The Fraser Fir	-	-	-	-	-	-	141	189	4,830	6,486
Second Person		-		65		65		48		1,856
Average increase	0.00%	0.00%	4.50%	4.50%	6.50%	6.50%	3.00%	3.00%	3.00%	3.00%

**Shenandoah Valley Westminster-Canterbury
Rate Schedule
Effective 01/01/24**

MODIFIED CARE - OPTION A

	Square		Entrance Fees		Monthly Maintenance Fee	
	Footage		One Person	Two Person	One Person	Two Person
The Cameron - Studio	8	485	\$ 110,274	\$ -	\$ 3,204	\$ -
The Braddock - 1 Bedroom	38	709	159,923	205,108	3,795	5,647
The Braddock Deluxe - 1 Bedroom	2	970	215,419	260,604	4,459	6,311
The Loudoun - 2 Bedroom/1 Bath	25	970	221,684	266,869	4,574	6,426
The Amherst - 2 Bedroom/2 Bath	21	1,190	265,439	310,624	5,090	6,942
The Amherst Deluxe - 2 Bedroom/2 Bath	2	1,418	333,205	378,390	5,211	7,063
Cottage - York	14	1,563	367,763	412,948	5,279	7,131
Cottage - James	12	1,600	376,186	421,371	5,290	7,142
Cottage - Potomac	10	1,771	420,617	465,802	5,404	7,256
Cottage - Rappahannock	8	1,915	449,124	494,309	5,507	7,359
Cottage - Shenandoah	5	2,550	554,754	599,939	6,064	7,916
114 Westbury Commons	1	2,027	\$ 439,374	\$ 484,559	\$ 5,451	\$ 7,303
100 Westbury Commons	1	2,029	449,822	495,007	5,456	7,308
102 Westbury Commons	1	2,166	473,572	518,757	5,686	7,538
118 Westbury Commons	1	2,543	553,387	598,572	6,041	7,893
The Lady Slipper	4	1,410	\$ 336,726	\$ 381,911	\$ 5,198	\$ 7,050
The Buttercup	12	1,539	367,190	412,375	5,245	7,097
The Periwinkle	8	1,695	408,539	453,724	5,296	7,148
The Azalea	8	1,722	417,210	462,395	5,335	7,187
The Bluebell	8	1,755	420,055	465,240	5,365	7,217
The Violet	8	1,801	437,677	482,862	5,411	7,263
The Honeysuckle	8	1,880	447,224	492,409	5,468	7,320
The Magnolia	8	1,987	474,619	519,804	5,583	7,435
The Pine	7	1,186	\$ 327,322	\$ 372,507	\$ 5,119	\$ 6,971
The Cypress	4	1,186	327,322	372,507	5,119	6,971
The Juniper	8	1,482	407,787	452,972	5,320	7,172
The Hemlock	2	1,569	430,497	475,682	5,376	7,228
The Cedar	5	1,594	435,956	481,141	5,387	7,239
The Blue Spruce	6	1,781	484,213	529,398	5,509	7,361
The White Spruce	7	1,790	486,724	531,909	5,509	7,361
The Hawthorn	4	1,800	489,345	534,530	5,509	7,361
The Bayberry	1	2,022	546,446	591,631	5,755	7,607
The Winterberry	1	2,028	548,084	593,269	5,755	7,607
The Balsam Fir	2	2,028	548,084	593,269	5,755	7,607
The Fraser Fir	2	2,036	550,267	595,452	5,800	7,652
Second Person				45,185		1,852

**Shenandoah Valley Westminster-Canterbury
Rate Schedule
Effective 01/01/24**

MODIFIED CARE - OPTION B

	Square Footage	Entrance Fees		Monthly Maintenance Fee	
		One Person	Two Person	One Person	Two Person
The Cameron - Studio	8	485	\$ 175,869	\$ -	\$ 2,396
The Braddock - 1 Bedroom	38	709	226,216	289,000	2,991
The Braddock Deluxe - 1 Bedroom	2	970	279,316	342,100	3,650
The Loudoun - 2 Bedroom/1 Bath	25	970	286,019	348,803	3,753
The Amherst - 2 Bedroom/2 Bath	21	1,190	332,407	395,191	4,299
The Amherst Deluxe - 2 Bedroom/2 Bath	2	1,418	413,386	476,170	4,385
Cottage - York	14	1,563	450,238	513,022	4,459
Cottage - James	12	1,600	457,019	519,803	4,471
Cottage - Potomac	10	1,771	505,565	568,349	4,557
Cottage - Rappahannock	8	1,915	534,241	597,025	4,613
Cottage - Shenandoah	5	2,550	630,470	693,254	5,359
114 Westbury Commons	1	2,027	\$ 527,427	\$ 590,211	\$ 4,586
100 Westbury Commons	1	2,029	534,982	597,766	4,591
102 Westbury Commons	1	2,166	558,252	621,036	4,797
118 Westbury Commons	1	2,543	628,625	691,409	5,335
The Lady Slipper	4	1,410	\$ 409,934	\$ 472,718	\$ 4,367
The Buttercup	12	1,539	443,513	506,297	4,413
The Periwinkle	8	1,695	492,262	555,046	4,488
The Azalea	8	1,722	498,604	561,388	4,493
The Bluebell	8	1,755	504,014	566,798	4,539
The Violet	8	1,801	521,793	584,577	4,586
The Honeysuckle	8	1,880	530,115	592,899	4,603
The Magnolia	8	1,987	560,455	623,239	4,774
The Pine	7	1,186	\$ 392,830	\$ 455,614	\$ 4,260
The Cypress	4	1,186	392,830	455,614	4,260
The Juniper	8	1,482	489,345	552,129	4,428
The Hemlock	2	1,569	516,531	579,315	4,484
The Cedar	5	1,594	523,191	585,975	4,495
The Blue Spruce	6	1,781	581,056	643,840	4,584
The White Spruce	7	1,790	584,004	646,788	4,584
The Hawthorn	4	1,800	587,279	650,063	4,584
The Bayberry	1	2,022	655,735	718,519	4,807
The Winterberry	1	2,028	657,700	720,484	4,807
The Balsam Fir	2	2,028	657,700	720,484	4,807
The Fraser Fir	2	2,036	660,321	723,105	4,830
Second Person			62,784		1,656

ASSISTED LIVING LIFECARE CONTRACT

Entrance Fee Returned
Less 4% for 25 Months - Withdrawal*
Effective 01/01/24

Monthly Maintenance Fee
Effective 01/01/24

		One Person	Two Persons		One Person	Two Persons
Contract Suite	\$	141,214	n/a	\$	6,396	n/a
Contract Deluxe		187,379	275,612		7,234	10,673

* Lifecare entrance fee plan is amortized at a rate of 4% per month for 25 months

ASSISTED LIVING MONTHLY RENTAL RATES

Suite	\$ 8,116
Deluxe	9,233
Second Person	4,471

MEMORY SUPPORT DAILY RENTAL RATES

Standard	\$ 419
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HEALTHCARE DAILY RENTAL RATES

Standard	\$ 419
SNF - standard	584

1. The **Life Care Entry Fee** option involves a one-time fee which entitles the resident(s) to the lifetime use of the accommodation selected including the use and benefits of the community's common areas, amenities, services and programs. Most importantly, the **Life Care Option** assures the resident of the availability of assisted living and health center accommodations with no increase in the Monthly Fee (there is a nominal fee for expanded dietary services).
2. The **Modified Care Entry Fee** option is a one-time fee which entitles the resident(s) to the lifetime use of the accommodation selected including the use and benefits of the community's common areas, amenities, services and programs. The **Modified Care Option** assures the resident the availability of assisted living and health center accommodations; however, after 30 non-cumulative days in an assisted living facility and health center each year, the monthly rate is increased to the then-current assisted living or health center rate.
3. The **Monthly Fee** is the same for both Life Care and Modified Care options which includes dining services, weekly housekeeping, scheduled social, recreational, educational and cultural activities, exercise and health programming, scheduled transportation, insurance for the buildings and community furniture, fixtures and assets, corporate liability insurance, the use and benefit of all common areas and amenities, emergency medical services, Health Clinic services and the availability of assisted living and health center services. Amenities in apartments and cottages include washer/dryer, dishwasher, and garbage disposal.

The Life Care & Modified Care Entrance Fee plans are amortized at a rate of 0% for the first 12 months. For 13-50 months the fee is amortized at a rate of 2.50%; there is the availability of 50% and 100% refund options.

Prices subject to change.

SHENANDOAH VALLEY WESTMINSTER-CANTERBURY

2024 ADDITIONAL CHARGES

Expanded Dietary Services (AL/HC)	\$300.00 per month
Beauty Salon	Varies depending on service provided
Cable	\$50.00 per month
Computer services	\$25.00 - \$75.00 depending on services provided
Garage parking	\$60.00 per month
Guest apartment	\$84.24 per night (\$80.00 plus \$4.24 tax)
Massage Therapy	\$ 65.00 per hour
Environmental Services	\$27.50 per hour
Resident Services Manager	\$45.00 per hour
(plus mileage; 1 hour minimum; additional time billed in 15 minute increments)	
Personal laundry - Blue Ridge Hall/Health Care	\$65.00 per month
Personal laundry - Wappacomo Hall	\$45.00 per month
Phone	\$25.00 per month
Meal delivery	\$3.00 per delivery

HEALTH CARE FEE SCHEDULE

Residents of SVWC who transfer permanently to Health Care from Independent Living incur health care room and board fees according to the terms of Addendum A where applicable, to their Independent Living Residence and Care Agreement. Residents entering Health Care from Assisted Living have already been responsible for charges associated with expanded dining services. Charges associated with (1) Pharmacy, (2) Ancillaries, including medical supplies, special treatments, etc., (3) Physical, occupational, and speech therapies, and (4) Physician or dental services continue as previously incurred in Independent Living and Assisted Living.

In situations in which only one person in a double-occupied residential unit has to be transferred permanently or temporarily to Health Care, the non-transferred party continues to live in the residential unit and continues to pay the same monthly fee. The transferred party incurs health care room and board fees according to the terms of Addendum A to the Independent Living or Assisted Living Residence and Care Agreement and will be responsible for charges associated with 1) Pharmacy, 2) Ancillaries including medical supplies, special treatments, etc., 3) Physical, occupational, and speech therapies, 4) Physician/Dental services, 5) Expanded dining services.

OTHER PAYMENT TERMS

(i) Entrance Fees shall be repaid to residents according to the terms of the resident's Independent Living or Assisted Living Residence and Care Agreement and Addendum A thereto. Earnings on any escrowed funds are payable to Shenandoah Valley Westminster-Canterbury and may be deposited to the community's operating account.

(ii) Shenandoah Valley Westminster-Canterbury will give sixty (60) days advance written notice of any adjustment in monthly fees. There are no contractual limitations on such adjustments.

9. **Any provisions that have been made or will be made to provide reserve funding or security to enable the provider to fully perform its obligations under continuing care contracts, including the establishment of escrow accounts, trusts or reserve funds, together with the manner in which such funds will be invested and the names and experience of persons who will make the investment decisions. This description shall include a specific explanation of how the value of any such reserve funding was established.**

Escrow Accounts

Shenandoah Valley Westminster-Canterbury maintains in escrow with a bank all entrance fees or portions thereof in excess of \$1,000 per person received by it prior to the date the resident is permitted to occupy a unit in the facility. Funds deposited in the escrow account are kept separate from the operating accounts.

- 10. Certified financial statements of the provider, including (i) a balance sheet as of the end of the two most recent fiscal years and (ii) income statements of the provider for the two most recent fiscal years or such shorter period that the provider has been in existence.**

See attached:

Pages (1) – (22) Financial Statement & Independent Auditors' Report for the Years Ended December 31, 2023 and 2022.

**Westminster-Canterbury of Winchester, Inc.
T/A Shenandoah Valley Westminster-Canterbury**

**Pro-forma Income Statement
for the Year Ending December 31, 2024**

REVENUE

Monthly Resident Fees	\$ 17,772,815
Amortization of Deferred Revenue from Advanced Fees	7,532,582
Health Care Services	4,689,035
Assisted Living Services	3,533,880
Investment Return, Net	650,000
Net Assets Released from Restrictions	315,000
Other	<u>1,558,912</u>
Total Revenue	<u>36,052,224</u>

EXPENSES

Health Care Services	\$ 7,664,686
Dining Services	4,850,291
Environmental Services	4,023,887
Housekeeping and Laundry	1,576,761
Resident Services	1,158,678
General and Administrative	6,775,578
Marketing	814,724
Depreciation and Amortization	7,339,807
Interest	3,136,852
Fellowship Assistance	<u>315,000</u>
Total Expenses	<u>37,656,264</u>

OPERATING INCOME (LOSS) (1,604,040)

OTHER CHANGES IN UNRESTRICTED NET ASSETS

Unrealized Gain (Loss) on Investments	<u>-</u>
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**Excess of Revenue Over Expenses and
Change in Unrestricted Net Assets** \$ (1,604,040)

The major operating categories are:

General & Administrative: Administration, Finance and Human Resources

Resident Services: Front Desk, Activities, Cultural Arts and Beauty/Barber Salon

Environmental Services: Housekeeping, Laundry, Grounds, Maintenance and Security

Health Care: HC Administration, Clinic, Assisted Living, Health Center, Social Services

Marketing

Dining Services

Foundation

Information Technology

12. If operation of the facility has not yet commenced, a statement of the anticipated source and application of purchase or construction funds.

Not applicable. Shenandoah Valley Westminster-Canterbury commenced operation on January 2, 1987.

13. A description of the provider's criteria for admission of new residents.

SHENANDOAH VALLEY WESTMINSTER-CANTERBURY

ADMISSION POLICIES

Residents shall be 60 years of age or older. When applicants are less than 60, their Entrance Fee will be increased by 4% for each year under age 60 because of their increased life expectancy.

Assisted Living residents shall be free of communicable disease. Westminster-Canterbury staff shall assist the Assisted Living residents in activities of daily living (ADL's), which may include but not limited to assistance with bathing, dressing, personal care, medication, and nutrition. Residents in regular Assisted Living can only require assistance with up to four (4) ADL's. Residents requiring assistance with more than four (4) ADL's will be transferred to an appropriate level of care. See attached Assisted Living Disclosure Statement for additional information.

Independent Living residents shall be in good health, free of communicable disease and capable of performing all the essential activities of daily living without assistance. Residents must be capable of independent living, as defined by criteria established by the Board of Trustees.

Assisted Living and Independent Living residents must have submitted the following to the Admissions Committee:

- Signed completed copy of the Reservation Agreement
- Payment of the Reservation Fee (10% of Entrance Fee)
- Confidential Financial Statement

- Personal Health History
- Physical Assessment by SVWC's Director of Health Services and the Social Services Department
- Personal Family History

An applicant shall be deemed financially eligible if his income and assets are projected to be adequate based on average life expectancy.

The following policies refer to payment of the Entrance Fee:

- Payment of the Entrance Fee is due on the effective date of residency. The Monthly Maintenance Fee is also due pro-rata to the first day of the following month.
- Stocks and bonds may not be received in lieu of cash for all or part of the Entrance Fee.
- Real property shall not be accepted in payment of the Entrance Fee.

Prior to occupancy, a resident may choose a different size or style of apartment. Any increase in the Reservation Fee based on a larger Entrance Fee must be paid immediately at the rates then in effect. Any decrease in the Reservation Fee, based on a smaller apartment, will be refunded to the resident by Shenandoah Valley Westminster-Canterbury within 30 days.

In the approval of applications for residency at Shenandoah Valley Westminster-Canterbury, there shall be no discrimination against any applicant for reason of sex, race, religion, disabilities, creed, national origin, or employment history.

Individuals who are related by blood, by marriage, or are otherwise in a long-term committed relationship can share apartments. For purposes of financial analysis and treatment under other policies of the corporation, those residents in the long-term committed relationship category shall be treated as a married or blood-related couple.

14. A description of the provider's policies regarding access to the facility and its services for non-residents.

Independent Living or Assisted Living residents with contracts for life care or continuing care are given priority for admission to the Health Center. However, if space is available, per diem residents will be admitted directly from the community to the Health Center.

As a private continuing care retirement community, the grounds, building, services, and amenities, of Shenandoah Valley Westminster-Canterbury are intended for the use of residents. However, as a service to the larger community, permission may be granted by the Chief Executive Officer for use of the facilities or services by outside groups.

Shenandoah Valley Westminster-Canterbury has established a policy and guidelines for the provision of services to outside groups.

15. Any other material information concerning the facility or the provider that may be required by the Commission or included by the provider.

An Assisted Living Disclosure Statement as required by the Virginia Department of Social Services is attached.

16. A description of the procedure by which a resident may file a complaint or disclose any concern.

Shenandoah Valley Westminster-Canterbury has an established policy and procedures to address residents' complaints. This policy states the facility's commitment to "...encourage all residents to express their complaints about the home and to suggest remedies or improvements in its policies and services." Complaint procedures include direct contact channels, either written or oral, from the resident to staff, management, and State licensing and/or aging representatives. The toll-free telephone numbers for State representatives are posted in conspicuous places in the facility.

The facility's procedures also require staff to provide any needed assistance to help a resident express and resolve complaints. In addition to the formal complaint policy and procedures, Shenandoah Valley Westminster-Canterbury encourages all residents to actively participate in resident councils/associations as another avenue to improve facility policies and services.

- 17. The annual disclosure statement shall also be accompanied by a narrative describing any material differences between:**

- a. The prior fiscal year's proforma income statement, and**
- b. The actual results of operations during that fiscal year.**

See attached:

Comparison Between Proforma Income Statement & Actual Results of Operations for the Year Ending December 31, 2023.

Comparison Between the Actual Results of Operations for the Year Ending December 31, 2023 and December 31, 2022.

Summary of Financial Information for Year Ending December 31, 2023 and December 31, 2022.

- 18. The annual disclosure statement shall describe the disposition of any real property acquired by the provider from residents of the facility.**

Shenandoah Valley Westminster-Canterbury neither acquired nor disposed of any real property from residents during the years 1987 through 2023.

In November 2006, Shenandoah Valley Westminster-Canterbury updated its Mission Statement that expresses its purpose and vision. The text of this Statement is as follows:

Shenandoah Valley Westminster-Canterbury is a not-for-profit, intimate, church related continuing care retirement community that is committed to enabling residents to use their gifts fully, live their lives richly, and enjoy with dignity the years God has given them.



Connected for Life

**Shenandoah Valley
Westminster-Canterbury**

Residence & Care Agreement

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**SHENANDOAH VALLEY WESTMINSTER-CANTERBURY
RESIDENCE AND CARE AGREEMENT**

This Residence and Care Agreement (the "Agreement") between _____
_____ (hereinafter called "Resident(s)") and Westminster-
Canterbury of Winchester, Inc. operating under the name Shenandoah Valley
Westminster-Canterbury (hereinafter referred to as the "Community" or
"Westminster-Canterbury," together with any Addenda attached hereof which are
incorporated herein and made a part hereto by reference, is a legal and binding
contract effective on _____ ("Effective Date") and shall
continue in force until such time that either or both parties terminate this Agreement
as described in "Section V."

This Agreement is for one Resident, or for two or more persons occupying
space designed for multiple occupancy, and is exclusive to the parties to this
Agreement and is non-transferable.

This Agreement is divided into several sections in order to make it easier to
find and to read any particular section. All headings contained in this Agreement
are for convenience and have no effect on its terms.

I. COMMUNITY RESPONSIBILITIES TO THE RESIDENT

- A. Health Services.** Health services shall be provided as described in Section III herein and in Addendum A of this Agreement.
- B. Lodging.** Resident has a personal, non-transferable right in Apartment/Cottage Number _____ or resident room, subject to removal only under the conditions described in this Agreement. The apartment/cottages will be furnished with standard flooring and an emergency call system. The community will maintain the buildings, grounds, and furnished equipment, as necessary.
- C. Meals.** The dining plan, which is covered by the monthly fee, provides Resident with an allocation for dining expenses at any of the specified locations on campus. As Resident dines, the value of each item Resident selects is deducted from Resident's dining plan balance. Every three months, the dining plan balance is replenished. This type of plan allows for the freedom to dine when desired during the Community's established dining times and the flexibility to choose from a wide variety of dining options. Resident will be charged only for the selections the Resident chooses. Special diets and tray service to the apartment/cottage will be provided upon approval of the Resident Clinic staff at no extra charge for covered meals during temporary illness.
- D. Common Areas.** Residents shall have the right to the use, in common with other Residents, of the indoor and outdoor social and recreational facilities of Westminster-Canterbury.
- E. Utilities.** Westminster-Canterbury shall provide utilities such as water, heating, electricity, and air conditioning, to the extent that such utilities are available to Westminster-Canterbury. All Residents are responsible for the payment of their own cable television, internet and telephone charges.
- F. Laundry.** Westminster-Canterbury will provide washers and dryers for Resident laundry needs.
- G. Housekeeping.** Housekeeping services shall be provided on a weekly basis by Westminster-Canterbury. These housekeeping tasks include dusting, vacuuming, floor maintenance, cleaning of bathroom and kitchen, the laundering of bed and bath linens, and such other tasks as the Community deems necessary under the circumstances.
- H. Parking.** One parking space is provided for each Resident who owns and personally uses a vehicle. The parking space may be in an uncovered outside space or a covered space in the garage.

Spaces in the garage are available to residents residing in Winchester Hall and Shenandoah Hall. When a covered space in the garage is requested and is available, the resident agrees to pay an established monthly fee.

- I. **Guests.** Residents are free to invite guests to the Resident's apartment/cottage for daily and overnight visits. Westminster-Canterbury reserves the right to make the policies regarding visits and guest behavior and may limit or terminate a visit at any time for reasons it deems appropriate. Guest visits extending for a time period longer than thirty (30) consecutive days must be approved by Westminster-Canterbury.
- J. **Security.** Westminster-Canterbury will use reasonable care in providing security on the premises for the Resident and Resident's property, but will not be responsible for loss or damage to personal property. Each Resident should maintain private insurance on personal property.

II. **RESPONSIBILITIES OF THE RESIDENT**

Residents of Westminster-Canterbury must assume the following responsibilities:

- A. **Admission and Occupancy Requirements.** Acceptance as a resident and occupancy at Westminster-Canterbury are based upon the following criteria, except as may be amended by Addendum A hereto:
 - 1. Physical and mental capability of performing, without assistance, daily living tasks;
 - 2. Freedom from communicable disease;
 - 3. Financial capacity to meet Resident's obligations to Westminster-Canterbury for Resident's expected lifetime (unless other arrangements have been made);
 - 4. Resident's presence does not threaten the health, safety, or well-being of others at Westminster-Canterbury; and
 - 5. Annual wellness appointments with SVWC's Clinic are required for Independent Living residents.

The Admissions Committee of the Board of Trustees will, at its sole discretion, make the final decision regarding an applicant's acceptance under these criteria.

The Interdisciplinary Team will determine the appropriate level of care for each individual Resident, throughout the term of this Agreement, as described in Section VII of this Agreement.

- B. **Operational policies.** Resident shall comply with the rules and regulations of Westminster-Canterbury. To facilitate this,

Westminster Canterbury shall issue a resident handbook and shall deliver a copy thereof to Resident. Resident will abide by Westminster-Canterbury's resident handbook, operational policies and such reasonable amendments, modifications and changes of these as may hereafter be adopted by Westminster-Canterbury. Any operational changes adopted by Westminster-Canterbury shall be applied to all residents similarly situated without preference or prejudice to any resident or group of residents.

- C. **Right of Entry.** Authorized employees shall be permitted into Resident's apartment/cottage at all reasonable times for inspection, housekeeping, or maintenance, and at any time in cases of emergencies.
- D. **Injuries or Damages.** If Westminster-Canterbury incurs any expenses or suffers any damages as a result of the carelessness, negligence, or other acts, of Resident or guests of Resident, the Resident hereby agrees to reimburse Westminster-Canterbury the cost of those expenses or damages.
- E. **Right of Subrogation.** In case of accident or injury to the Resident caused by third parties, the Resident hereby grants a power of attorney to Westminster-Canterbury, which power shall not be affected by the disability of the Resident, at its election to bring any claim or initiate legal action, if necessary, against the person who has caused injury to the Resident for compensation for the injury or expenses thereby caused. The Resident agrees to execute such further authorization as shall be desirable to prosecute such claims or causes of action.

Westminster-Canterbury, at its election, may sue on and enforce any cause of action for a Resident for injury or damages so resulting in the name of the Resident or in its own name. After all costs and damages incurred by Westminster-Canterbury (including reasonable costs of care furnished to the Resident by Westminster-Canterbury because of such accident or injury) shall have been paid for and reimbursed to Westminster-Canterbury by such subrogation, the balance of any collection made will be credited to the Resident's account, or, in the event of the death of the Resident, will be paid to the Resident's estate.

Westminster-Canterbury may limit its election as provided above to claims for recovery of the cost incurred by it, and in such event, Westminster-Canterbury shall not be obligated to assert any claim of the Resident arising out of such accident or injury beyond the costs incurred by Westminster-Canterbury.
- F. **Furnishings.** Residents are allowed and required to furnish their apartment/cottages. All furniture and appliances provided by

Residents are subject to the approval of Westminster-Canterbury in order to keep the living space safe and sanitary.

- G. Preservation of Assets.** Resident agrees not to transfer or dispose of assets unnecessarily in a manner which would place the Resident in need of financial assistance from Westminster-Canterbury.

- H. Preservation of Assets when Receiving Assistance.** When a Resident receives financial assistance from Westminster-Canterbury, or when Westminster-Canterbury in its sole discretion feels that the continued management by Resident of his/her property may place Resident in need of financial assistance from Westminster-Canterbury, Resident agrees that Westminster-Canterbury shall have the right to require Resident to make arrangements for the preservation and management of his/her property by a third party (or parties) including, but not limited to, the execution and funding of a trust agreement for Resident's benefit.

Upon request, the Resident shall provide Westminster-Canterbury with a complete financial statement, including copies of federal and state income and gift tax returns for the previous three years.

- I. Fellowship Assistance.** Westminster-Canterbury may grant upon request Fellowship Assistance, contingent upon the availability of Fellowship Funds. Fellowship Assistance may be in the form of a credit against the Entrance Fee or the Monthly Fee, or both, under policies established by Management and the Board of Trustees. As a condition for such assistance, the Resident agrees to the following:

(a) To apply for and diligently seek the benefit of any public assistance program for which he/she might qualify, including, but not limited to, Medicaid, Social Security, Supplemental Security Income, Old Age Assistance, Aid to the Blind, and Veteran's Pensions. Any such benefits may be taken into account in adjusting the amount of financial assistance.

(b) To report promptly to Westminster-Canterbury receipt of any property or any material increase or decrease in the value of his/her income or assets, (including real estate), whether as the result of gift, inheritance, change in public assistance benefits, or otherwise.

(c) To refrain from transferring any material assets for less than fair value, whether by gift, sale, or otherwise. If the Resident is receiving financial assistance, he/she hereby represents that he/she has not transferred any material assets for less than fair value in contemplation of residence or requesting assistance.

Failure of the Resident to comply with any of the provisions of this section shall constitute material breach by the Resident of his/her agreement.

- J. Application for Subsidies.** If Resident's funds become substantially reduced or depleted, and income is reduced to the extent that Resident is eligible to receive public benefits, including, but not limited to, Social Security Supplemental Income, Medicaid, etc., Resident agrees to apply for these entitlements for benefits. Failure of this Resident to do so may result in the termination of the Agreement by Westminster-Canterbury and release from its obligations hereunder.
- K. Financial Statements.** Resident agrees to provide financial statements every two years. This will allow Westminster-Canterbury to monitor the potential demand on the Fellowship Fund.
- L. Representations Made by Residents in Connection with Application for Residency.** The application and statements of Resident's finances and health history filed with Westminster-Canterbury are incorporated into this Agreement and all statements therein are deemed to be true as of the date made. Representation of financial and health history are to be current and accurate.
- M. Durable Power of Attorney.** Resident agrees to execute before a Notary Public and maintain in effect a Durable Power of Attorney valid under Virginia Law. This Durable Power of Attorney shall designate as attorney-in-fact a bank, lawyer, relative or other responsible person or persons, of Resident's choice, to act for Resident in managing Resident's financial affairs and filing for insurance or other benefits, as fully and completely as Resident would if acting personally. This attorney-in-fact designation shall be in a form which survives Resident's incapacity or disability and shall be otherwise satisfactory to Westminster-Canterbury. Resident will deliver a fully executed copy of this Durable Power of Attorney to Westminster-Canterbury prior to the Effective Date of this Agreement.

III. HEALTH SERVICES PROVISIONS

This section describes the health services that will be provided and the conditions to which the Resident agrees in order for Westminster-Canterbury to provide the continuity of care required by this agreement.

- A. Resident Health Clinic.** Westminster-Canterbury will provide a Resident Health Clinic ("Health Clinic") on the premises where Residents may be examined by the Nurse Practitioner or Health Clinic staff. Insurances will be billed for services provided by and under the direction of the Nurse Practitioner. Residents maintain the responsibility for payment of services and supplies not covered by insurance. Residents are encouraged to maintain a relationship with

their personal physicians and are under no obligation to utilize Health Clinic services. Residents can schedule their annual wellness appointment with the Clinic.

- B. Private Duty Nurses/Companions.** Resident will pay all expenses of private duty nurses and companions whom the Resident may employ. Private duty nurses and companions shall be subject to all rules and regulations as are in effect at Westminster-Canterbury. No private duty nurses or companions shall be employed without the approval of the community's Administrator, subject to required screenings.
- C. Other Health Service Professionals.** Westminster-Canterbury may make arrangements for the services of a physical therapist, occupational therapist, speech therapist, podiatrist, dentist or other health professionals, on the premises by appointment, but Residents may engage the services of the health professionals of their choice at the professionals' offices or elsewhere off the premises. Resident will be responsible for the payment of these services.
- D. Assisted Living.** Westminster-Canterbury is licensed under its Assisted Living Facility License-Residential Living Care and Assisted Living Care to provide assisted living services in Wappacomo Hall and Blue Ridge Hall (memory impairment portion of assisted living area) in a private standard room (larger rooms may be available at an increased monthly rate for Wappacomo Hall only). Residents will be billed for prescription drugs and for all medical supplies, therapy services, eye, ear, dental, and other services and supplies customarily billed as extra charges by facilities providing services similar to those provided by Westminster-Canterbury's assisted living area. Resident will also be billed for costs incurred in assisted living as provided by the terms of the Addendum A hereto.
- E. Health Care.** Westminster-Canterbury is licensed to provide skilled nursing care and nursing care ("Health Care") in a private standard room.

Residents will be billed for prescription drugs and for all medical supplies, physical therapy, eye, ear, dental, and other services and supplies customarily billed as extra charges by facilities providing services similar to Health Care. Resident will also be billed for costs incurred while receiving Health Care services as provided by the terms of the Addendum A hereto.
- F. Hospital Coverage and Transfer Agreements.** Westminster-Canterbury is not obligated to pay any charges for hospitalization or costs related thereto. In the event it becomes necessary for the Resident to be transferred to a hospital, Westminster-Canterbury will provide the information necessary to meet the provisions of any

hospital agreement and Resident agrees that Westminster-Canterbury has the right to provide such information, which may include part or all of the Resident's medical records.

Westminster-Canterbury is not designed or staffed to meet the needs of some special diseases, for example, alcoholism, or psychiatric disorders. Resident agrees that Westminster-Canterbury has the authority to transfer Resident elsewhere for hospitalization or nursing care, as may be deemed necessary by the Medical Director of Westminster-Canterbury, whether or not the condition is deemed by the Medical Director to be permanent. Resident's apartment/cottage may be released in accordance with the conditions of this Agreement.

- G. Medicare and Other Health Insurance Requirements.** Resident is required to enroll in the Hospital Insurance Benefit Program under Part A of Public Law 89-97 (Medicare), or its equivalent, and Resident authorizes, as necessary, any provider of such medical and other health services, including Westminster-Canterbury, to receive reimbursement under Medicare Part A, or its equivalent, as provided under these programs.

During the next enrollment period following the filing of Resident's application for admission to Westminster-Canterbury, Resident will pay the premiums, secure, and maintain enrollment under the Supplemental Medical Insurance Benefits Program under Part B of Public law 89-97. If Resident is not eligible for these Programs, Resident agrees to obtain equivalent insurance coverage acceptable to Westminster-Canterbury.

If at any time Resident becomes entitled to payments for health services from other governmental agencies, Resident agrees to make application for such payments. Westminster-Canterbury will not be responsible for the cost of any health related care, the cost of which Resident is entitled to from a governmental agency or other third party.

Westminster-Canterbury may assist Resident in applying for health benefits under any program for which Resident might qualify. Westminster-Canterbury will assist Resident in filing claims for payment under Medicare and/or other insurances for services rendered by Westminster-Canterbury upon request. Resident agrees to execute assignment of benefits to Westminster-Canterbury.

- H. Supplemental Insurance Requirements.** Westminster-Canterbury requires that the Resident secure a supplemental insurance policy to pay Medicare co-insurance deductible amounts and to provide major medical coverage to a \$250,000.00 lifetime maximum or show evidence of Resident's own ability to pay such costs without impairing Resident's ability to meet future obligations to Westminster-Canterbury.

- I. **Other Charges for which Resident is Responsible.** Resident agrees to pay the following charges to the extent that they are not covered by Medicare or approved supplemental insurance: charges of any physician, physical therapist, occupational therapist, podiatrist, hospital charges, charges for hearing aids, orthopedic devices, and any other health related items, and private room surcharges, whether at the Community's Health Center or elsewhere.

IV. FEES

The following is the fee structure which Resident agrees to pay:

A. SCHEDULE OF FEES

ENTRANCE FEE	\$ _____
CURRENT MONTHLY FEE	\$ _____

The fees stated above are reflective of the current cost to Westminster-Canterbury for the provision of services described in this Agreement.

- B. **Entrance Fee.** The Entrance Fee is a lump-sum payment and shall not be increased or changed during the term of this Agreement, except for changes required by Federal or State assistance programs and by the refund provision of this Agreement.
- C. **Monthly Fees.** Resident agrees to pay Westminster-Canterbury the Monthly Fee within thirty (30) days after the 1st of each month beginning with the assigned Effective Date, and the Fee shall be prorated for any applicable period of less than one month.

A thirty-day advance written notice shall be given to the Resident of any intent to change the charges and fees for contracted services, except for changes required by Federal or State assistance programs.

Westminster-Canterbury will endeavor to maintain the Monthly Fee at the lowest possible rate consistent with sound financial practice and the maintenance of the quality of services, including health services, called for herein. When Westminster-Canterbury does adjust fees, at any time, in order to bring income in line with the cost of operations, Resident agrees to pay the adjusted fee.

Resident will be invoiced monthly for any services and supplies used by the Resident which Westminster-Canterbury is not obligated to provide, and these invoices are to be paid within thirty (30) days after the 1st of each month.

V. TERMINATIONS

A. Termination Prior to Occupancy (Death or Withdrawal). In the event a Resident of Westminster-Canterbury terminates this Agreement, or Resident dies prior to the Effective Date, all monies paid toward the Entrance Fee will be refunded in accordance with the applicable reservation agreement.

B. Termination by Westminster-Canterbury. Westminster-Canterbury has the right to terminate this Agreement for good cause. Good cause for the purpose of this Agreement is defined as:

1. The resident is a danger to himself and others;
2. Non-payment by the Resident of Monthly or periodic fees and other charges, if financially able;
3. Repeated conduct by the Resident that interferes with other Residents' quiet enjoyment of the facility;
4. Persistent refusal to comply with reasonable written rules and regulations of the facility;
5. A material misrepresentation made intentionally or recklessly by the Resident in his/her application for residency or related materials, regarding information which, if accurately provided, would have resulted in either failure of the Resident to qualify for residency or a material increase in the cost of providing to the Resident the care and services included under the terms of this Agreement;
6. Material breach by the Resident of the terms and conditions of the Residence and Care Agreement.

If Westminster-Canterbury intends to cancel this Agreement and terminate Residence's occupancy, it will give Resident thirty (30) days' advance written notice of this fact, including the reason for this action. During this time, Resident will have the opportunity to remedy the cause for such termination. If the cause for termination still exists at the end of this thirty-day period, the contract will be terminated.

C. Termination by Resident. Resident may terminate this Agreement for any reason at any time by giving written notice at least thirty (30) days before the desired termination date to the President of Westminster-Canterbury. This contract shall not be terminated on the date of the notice, but rather shall remain in full force and effect until the termination date, which shall be no sooner than thirty (30) days after the date that the notice is delivered to Westminster-Canterbury.

D. Refunds. All Entrance Fees are subject to a 5% administrative fee as of the 8th day following execution of this Agreement. Therefore, for the purposes of calculating any potential refund, all available

options will be based on the applicable "Refund-Eligible Entrance Fee."

If no refund is due according to any of the calculations described in this Agreement, the Entrance Fee paid for the continuing care of the Resident or Residents shall be considered earned by and become the property of Westminster-Canterbury.

Upon termination by either the Resident or Westminster-Canterbury, Resident agrees to pay Westminster-Canterbury all amounts owed to the Community and any reasonable expenses incurred in connection with the termination. Reasonable expenses include, but are not limited to, the cost of any repairs and the replacement of property. Any amounts owed to Westminster-Canterbury at the time a refund becomes due will be deducted from the refund.

For purposes of computing refunds, a partial calendar month shall be treated as a full month. The assigned Effective Date shall be counted as a full day.

Upon the death of one of two Residents occupying an apartment/cottage designed for multiple occupancy, the surviving Resident may remain in the apartment/cottage without the payment of any additional Entrance Fee but shall thereafter pay the single-occupancy Monthly Fee applicable to that particular type of apartment/cottage. No refund will be due or payable upon the death of the first of two Residents of an apartment/cottage designed for multiple occupancy.

In situations where two or more persons share a living space designed for multiple occupancy at entry, refunds in the event of death will be calculated based on the date of the death of the last surviving member of the couple (or group).

Other refund conditions which are specific to this Agreement are contained in Addendum A of this Agreement.

- E. Removal of Property.** Upon termination of this Agreement due to death of the Resident, Resident's property must be removed within the number of days specified below:

Independent Living apartment or cottage	30 days
Assisted Living unit (standard apartment)	15 days
Assisted Living unit (double apartment)	25 days
Health Care unit	7 days

Upon permanent transfer to another level of care or termination of this Agreement due to withdrawal from the community, Resident agrees to the removal of his or her property within 7 days.

In the case of two or more persons occupying the apartment/cottage, this clause will only apply when all Residents who are signatures to

this Agreement have died or permanently transferred out of the apartment/cottage or when this Agreement is terminated with respect to all such persons. After the termination date or expiration of the applicable time period above, Westminster-Canterbury may store such property at the expense and risk of Resident or Resident's estate, provided that we give ten (10) days' written notice of the storage to Resident's last known address. Westminster-Canterbury may offset any amounts owed to it by the Residents for any storage expenses and any unpaid Monthly Fees against any refund due to Resident or Resident's estate.

VI. MULTIPLE OCCUPANCY

- A. Marriage.** If Resident marries after the Effective Date of this Agreement, the spouse shall be allowed to occupy the apartment/cottage with the Resident, provided the new spouse meets all entrance requirements and executes a Residence and Care Agreement with Westminster-Canterbury. This agreement will call for payment of the new Entrance and Monthly Fees.

Unless otherwise agreed to in writing by Westminster-Canterbury, if a Resident marries after the Effective Date of this Agreement and the spouse does not meet the entrance requirements of Westminster-Canterbury, the spouse will not be permitted to reside in the Community.

The Entrance Fee due will be a sum equal to the difference between the then-current Entrance Fee for double-occupancy and the then-current Entrance Fee for the single occupancy in the particular type of apartment/cottage occupied. The Monthly Fee for the new couple will be the then-current Monthly Fee for couples in the particular type of apartment/cottage occupied.

- B. Divorce.** If you, as Residents, are two persons that are spouses of one another occupying the same apartment/cottage, either as of the Effective Date or subsequent to the Effective Date pursuant to Section VI.A, this Agreement shall terminate in the event that you divorce and one or both of you decides to vacate the apartment/cottage. If one of you wishes to remain in the apartment/cottage as a Resident after the divorce is final or if one or both of you wishes to remain in the Community as a Resident in an alternate apartment/cottage apart from the other, the Resident will have to re-apply for admission to the Community as an individual, including meeting all current financial and health status screening criteria applicable to new and prospective residents of the Community, entering into a new agreement with the Community to supersede this Agreement, and paying an additional Entrance Fee the amount of which shall be determined by the Community in accordance with any policies in effect at the time. Notwithstanding any of the foregoing, payment of any refund due hereunder shall be

paid pursuant to the terms of a final divorce decree issued by a court having jurisdiction over the Residents, which stipulates the proper disposition of the refund as between you, and in accord with the attached Addendum. If one or both of you remains in the apartment/cottage during the pendency of any divorce proceedings you will remain responsible, jointly and severally, for paying the Monthly Fee.

VII. TRANSFERS AMONG LEVELS OF CARE

A. Temporary Transfer. Resident agrees that Westminster-Canterbury shall have the authority to temporarily transfer Resident between levels of care (i.e., independent living, assisted living, health care) or to the Winchester Medical Center, or other care provider as deemed necessary by the Resident's physician and the nurse practitioner. Resident will be responsible for any additional health care costs occasioned by a transfer, as provided for in Addendum A.

B. Permanent Transfer. The Interdisciplinary Team has sole discretion to make the determination of need of assistance to perform the required activities of daily living to remain safely in an Independent Living accommodation. The team can defer a permanent move to another level of care if the resident submits a plan of assistance to be provided by others (at the resident's expense) that meets the identified needs.

The Interdisciplinary Team agrees, when possible, to consult with the Resident, Resident's family or attorney-in-fact, and personal physician, before making a decision regarding permanent transfer. However, the decision regarding the need for permanent transfer remains at the sole discretion of the Interdisciplinary Team.

C. Release of Residential Apartment/cottage. When transfers of a temporary nature are evaluated and judged to no longer be temporary but are deemed by the Interdisciplinary Team to have become permanent, Resident's apartment/cottage shall be released according to Section V.E of this Agreement. In the case of two or more persons occupying the apartment or cottage, this clause will only apply when all Residents who are signatures to this Agreement have permanently transferred out of the apartment/cottage or when this Agreement is terminated. No refund of any portion of the Entrance Fee shall be due as a result of Resident's transfer to other levels of care, or to another institution or facility, unless this Agreement is terminated in accordance with its terms.

VIII. OTHER PROVISIONS

- A. **Authority for Admission, Dismissal, Fees, and Management.** Westminster-Canterbury retains all authority regarding admission, dismissal, adjustment of fees, and management of Westminster-Canterbury. Resident does not have the right to prevent the termination of another Resident's Residence and Care Agreement.
- B. **Rights of Residents.** Resident's rights under this Agreement are those rights and privileges herein expressly granted, which, where applicable, are in compliance with regulations concerning the rights of residents of assisted living facilities and nursing homes as established by the Virginia Department of Social Services and the Virginia Department of Health respectively. A copy of these resident's rights and related policies and procedures are on file and available for review in the Administration offices of Westminster-Canterbury. Your rights as a resident under this Agreement are purely personal and may not be assigned, transferred, inherited or devised. Although you are granted a right of occupancy of the apartment/cottage, this Agreement is not a lease, and you shall have no right, title or interest in the apartment/cottage or any real or personal property of Westminster-Canterbury. You may not lease or sublease the apartment/cottage to any other person or allow or permit any person to occupy the apartment/cottage in your absence.
- C. **Subordination to Financing.** Resident's rights under this Agreement shall at all times be subject and subordinate to the rights of any lender providing financing to Westminster-Canterbury. The rights of such lender shall include, but shall not be limited to, rights in any mortgage, deed of trust or security agreement now existing or hereafter created, on the apartment/cottage, the Community, or any Westminster-Canterbury property and to all amendments, modifications, replacements or refinancing thereof. Resident agrees to execute and deliver any document required by either Resident or by the beneficiary of any mortgage, deed of trust or security agreement to evidence or effect such subordination. Resident acknowledges that Westminster-Canterbury's rights under this Agreement may be assigned in connection with any such financing.
- D. **Confidentiality.** Westminster-Canterbury has the responsibility to keep all of the personal, medical, and financial information supplied by Resident in confidence; such information will only be shared in compliance with the Health Insurance Portability and Accountability Act (HIPAA).
- E. **Residents Association.** All Residents of Westminster-Canterbury are members of the Residents Association. The Administration will

confer regularly with representatives of the Association about matters of concern to Residents.

- F. **Waiver.** In the event that Westminster-Canterbury does not, in any one or more instances, insist upon Resident's strict performance, observance, or compliance, with any of the terms or provisions of this Agreement, or if Westminster-Canterbury waives a breach by Resident of this Agreement, it shall not be construed to be a waiver of Westminster-Canterbury's right to insist upon Resident's strict compliance with all other terms and provisions of this Agreement.

- G. **Custom Remodeling of Apartment/Cottage.** In the event that Resident requests, and Westminster-Canterbury approves, custom remodeling of Resident's apartment/cottage, Resident agrees to pay in full, in advance, the amount necessary to accomplish this change. Payments for such remodeling are not refundable and are not subject to any Escrow Agreement which may be part of this Residence and Care Agreement.

Westminster-Canterbury will provide for Resident a breakdown of the cost incurred by itself in the course of the apartment/cottage remodeling. These costs will include, but will not be limited to, actual construction fees and architectural fees.

Upon termination by either Resident or Westminster-Canterbury, Resident agrees to pay Westminster-Canterbury, at its sole discretion, all reasonable expenses incurred in connection with returning the apartment/cottage to its original designed state.

- H. **Other Promises.** Westminster-Canterbury's representatives have made no promises or representations regarding apartments/cottages, refunds, or services, beyond those covered in this Agreement. This Agreement has precedence over the description of services in promotional materials or presentations. This Agreement constitutes the entire contract between Resident and Westminster-Canterbury, and no waiver or modification shall be valid unless made in writing, signed by Resident and by Westminster-Canterbury, and attached to this Agreement.

Resident understands that none of the sponsoring organizations of Westminster-Canterbury are parties to this Agreement, and Resident has not relied on the promises, or credit-worthiness, or sponsorship, or any sponsoring organization as an inducement to execute this Agreement.

- I. **Governing Laws.** This Agreement, including its validity and the capacity of the parties to this Agreement, its form, interpretation of its language, and any questions concerning its performance and discharge, shall be governed by and construed in accordance with the laws and judicial decisions of the Commonwealth of Virginia.

- J. Masculine and Feminine Pronouns.** All references in this Agreement by masculine pronouns and adjectives also include the feminine and vice versa.
- K. Successors and Assigns.** The duties owed Westminster-Canterbury under this Agreement shall inure to the benefit of its successors and assigns.
- L. Statement of Non-Discrimination.** No factors of race, religion, sex, disabilities, creed, sexual orientation, national origin or employment history have any bearing upon Resident's acceptance or rejection for admission, the execution of this Agreement, or normal conduct of business by Westminster-Canterbury.
- M. Right to Rescind.** Resident shall have a right to rescind this Agreement, without penalty or forfeiture, within seven (7) days after making an initial deposit or executing this Agreement. Resident shall not be required to move into Westminster-Canterbury before the expiration of the seven (7) day period.
- N. Resident Inability to Occupy.** If Resident dies before occupancy at Westminster-Canterbury, or is precluded through illness, injury, or incapacity, from becoming a Resident under the terms of the Agreement, this Agreement is automatically rescinded and the Resident, or his legal representative, shall receive a full refund of all monies paid to Westminster-Canterbury, except those costs specifically incurred by Westminster-Canterbury, at the request of the Resident as provided under Section VIII.H of this Agreement.
- O. Transfer to Different Apartment/cottages.** If Resident desires to move to a different apartment/cottage, Resident must submit an Internal Transfer Request form and will be placed on a waiting list for available apartments/cottages. Requests for voluntary transfers within the same level of care will be handled according to the Internal Transfer Within Independent Living policy and Residents who choose to make a voluntary transfer within the same level of care will be subject to the requirements and additional fees set forth therein.

For transfers from a smaller to larger apartment/cottage:

1. The Resident will pay the difference between the then-current Entrance Fee for the smaller apartment/cottage from which the Resident is moving and the then-current Entrance Fee for the larger apartment/cottage into which the Resident is moving.
2. The Resident acknowledges and agrees that any such difference required to be paid towards the Entrance Fee pursuant to this Section VIII.P will be deemed to be included in the original Entrance Fee as of the Effective Date and will be subject to the

terms and conditions of this Agreement regarding refunds, including Section V.D and Addendum A, in the same manner as any portion of the original Entrance Fee paid by the Resident.

For transfers from a larger to smaller apartment/cottage:

1. The Resident will pay no additional Entrance Fee.
2. The prorated refundable amount of the original Entrance Fee at the time of the transfer will be credited against the then-current Entrance Fee for the smaller apartment/cottage into which the Resident is moving. If the prorated refundable amount of the original Entrance Fee for the larger apartment/cottage is greater than the then-current Entrance Fee for the smaller apartment/cottage, the difference will be paid to the Resident by Westminster-Canterbury. If the prorated refundable amount of the original Entrance Fee for the larger apartment/cottage is less than the then-current Entrance Fee for the smaller apartment/cottage, the Resident will not be charged for the difference in the Entrance Fee for the smaller apartment/cottage.
3. The Resident acknowledges and agrees that the then-current Entrance Fee for the apartment/cottage into which the Resident is moving will be deemed to be the original Entrance Fee as of the Effective Date and will be subject to the terms and conditions of this Agreement regarding refunds, including Section V.D and Addendum A, in the same manner as the original Entrance Fee paid by the Resident.

Monthly Fees may change as a result of any transfer to a different apartment/cottage to be based on the size of the apartment/cottage into which the Resident is moving, the then-current Monthly Fee for such apartment/cottage, and the number of occupants.

Notwithstanding any provision contained in this Agreement to the contrary, the Effective Date, as defined by this Agreement, will be used for the purposes of calculating the amortization of the Entrance Fee and any refund pursuant to Section V.D and Addendum A and the Effective Date will not reset or change as a result of a transfer to a different apartment/cottage, regardless of whether any additional amount is paid towards the Entrance Fee or whether a lower Entrance Fee is deemed to apply.

- P. **Miscellaneous.** This agreement constitutes the entire contract between the parties and no waiver or modification of any of the terms and conditions hereof shall be valid unless written upon or reduced to writing and attached to this contract and signed by all parties hereto.

IN WITNESS WHEREOF, Westminster-Canterbury and Resident have executed this Agreement to be effective as of the date first written above. Resident attests that he has read this Agreement, has had any questions regarding the provisions answered, and understands its provisions.

The signature of Residents below certifies that Resident has read, understands, and accepts this Agreement.

Signature of Resident

For Shenandoah Valley
Westminster-Canterbury

Signature of Resident

Date

Date

ADDENDUM A

Modified Care 50% Refund

Addendum A to Residence and Care Agreement, dated _____, between Shenandoah Valley Westminster-Canterbury and _____ (Resident), for a **Modified Care Agreement** with entry to Independent Living with **2%/37 Month Refund**, with no less than fifty percent (50%) refund at any time in the future, for Apartment/Cottage No. _____.

- A. Refund.** In the event Resident or Westminster-Canterbury terminates this Agreement, or in the event of the Resident's death, the refund shall be calculated as follows. If the agreement is terminated during the first 12 months after the occupancy date, the entire Refund-Eligible Entrance Fee shall be refunded. If the agreement is terminated during months 13 through 37, the entire Refund-Eligible Entrance Fee shall be refunded less two percent (2%) thereof for each month or part of a month after the Effective Date. After thirty-seven (37) months, the refundable amount of the Entrance Fee will be held at fifty percent (50%) of the original Refund-Eligible Entrance Fee. At no time during the term of this Agreement will the refundable portion of the Refund-Eligible Entrance Fee be less than fifty percent (50%) of the original Refund-Eligible Entrance Fee.
- B. Transfers Among Levels of Care.** The first thirty (30) days of assisted living or health care, annually received by each Resident as described by Section VII will be included and covered by the then-current monthly fee paid by Resident (s). These thirty (30) days may not be carried forward another year. No more than thirty (30) days per calendar year (January 1 through December 31) will be credited to each Resident. Resident agrees to pay the full per diem rate for assisted living or health care received for the thirty-first (31st) through the three hundred sixty-fifth (365th) day of each calendar year (January 1 through December 31).

The signature below of the parties to this Agreement certifies that they have read, understood, and accepted this Addendum to the Residence and Care Agreement.

Signature of Resident

For Shenandoah Valley
Westminster-Canterbury

Signature of Resident

Date

Date

ADDENDUM A

Modified Care 100% Refund

Addendum A to Residence and Care Agreement, dated _____, between Shenandoah Valley Westminster-Canterbury and _____ (Resident), for a **Modified Care Agreement** with entry to Independent living with **100% Refund Option**, for Apartment/Cottage No. _____.

- A. Refund.** In the event Resident or Westminster-Canterbury terminates this Agreement, or in the event of the Resident's death, the refund of one-hundred percent (100%) of the Refund-Eligible Entrance Fee paid to Westminster-Canterbury will be refunded according to the terms of this Agreement and Addendum.
- B. Transfers Among Levels of Care.** The first thirty (30) days of assisted living or health care, annually received by each Resident as described by Section VII, will be included and covered by the then-current monthly fee paid by Resident (s). These thirty (30) days may not be carried forward another year. No more than thirty (30) days per calendar year (January 1 through December 31) will be credited to each Resident. Resident agrees to pay the full per diem rate for assisted living or health care received for the thirty-first (31st) through the three hundred sixty-fifth (365th) day of each calendar year (January 1 through December 31).

The signature below of the parties to this Agreement certifies that they have read, understood, and accepted this Addendum to the Residence and Care Agreement.

Signature of Resident

For Shenandoah Valley
Westminster-Canterbury

Signature of Resident

Date

Date

ADDENDUM A

Modified Care 100%/12 then 2.5%/38 Month Refund

Addendum A to Residence and Care Agreement, dated _____, between Shenandoah Valley Westminster-Canterbury and _____ (Resident), for a **Modified Care Agreement** with entry to Independent Living with **100%/12 then 2.5%/38 Month Refund Option**, for Apartment/Cottage No. _____.

- A. Refund.** In the event Resident or Westminster-Canterbury terminates this Agreement, or in the event of the Resident's death, the refund shall be calculated as follows. If the agreement is terminated during the first 12 months after the occupancy date, the entire Refund-Eligible Entrance Fee shall be refunded. If the agreement is terminated during months 13 through 50 after the occupancy date, the entire Refund-Eligible Entrance Fee shall be refunded, less 2.5% of the Refund-Eligible Entrance Fee for each month or part of a month after the 12th month following the occupancy date (100% of the Refund-Eligible Entrance Fee amortized over 38 months). No refund of any amount of the Refund-Eligible Entrance Fee shall be paid after fifty (50) months following the effective date.
- B. Transfers Among Levels of Care.** The first thirty (30) days of assisted living or health care, annually received by each Resident as described by Section VII, will be included and covered by the then-current monthly fee paid by Resident (s). These thirty (30) days may not be carried forward another year. No more than thirty (30) days per calendar year (January 1 through December 31) will be credited to each Resident. Resident agrees to pay the full per diem rate for assisted living or health care received for the thirty-first (31st) through the three hundred sixty-fifth (365th) day of each calendar year (January 1 through December 31).

The signature below of the parties to this Agreement certifies that they have read, understood, and accepted this Addendum to the Residence and Care Agreement.

Signature of Resident

For Shenandoah Valley
Westminster-Canterbury

Signature of Resident

Date

Date

ADDENDUM A

Life Care 50% Refund

Addendum A to Residence and Care Agreement, dated _____, between Shenandoah Valley Westminster-Canterbury and _____ (Resident), for a **Life Care Agreement** with entry to Independent Living with **2%/37 Month Refund**, with no less than fifty percent (50%) refund at any time in the future, for Apartment/Cottage No. _____.

- A. Refund.** In the event Resident or Westminster-Canterbury terminates this Agreement, or in the event of the Resident's death, the refund shall be calculated as follows. If the agreement is terminated during the first 12 months after the occupancy date, the entire Refund-Eligible Entrance Fee shall be refunded. If the agreement is terminated during months 13 through 37, the entire Refund-Eligible Entrance Fee shall be refunded less two percent (2%) thereof for each month or part of a month after the Effective Date. After thirty-seven (37) months, the refundable amount of the Refund-Eligible Entrance Fee will be held at fifty percent (50%) of the original Refund-Eligible Entrance Fee. At no time during the term of this Agreement will the refundable portion of the Refund-Eligible Entrance Fee be less than fifty percent (50%) of the original Refund-Eligible Entrance Fee.
- B. Transfers Among Levels of Care.** Resident agrees to pay the Monthly Fee applicable to his/her apartment/cottage, whether residing in the apartment/cottage or in another level of care, as described by Section VII of this Agreement. If the Resident is transferred permanently to assisted living or health care, Resident will also be charged a nominal fee for expanded dietary services.

The signature below of the parties to this Agreement certifies that they have read, understood, and accepted this Addendum to the Residence and Care Agreement.

Signature of Resident

For Shenandoah Valley
Westminster-Canterbury

Signature of Resident

Date

Date

ADDENDUM A

Life Care 100% Refund

Addendum A to Residence and Care Agreement, dated _____, between Shenandoah Valley Westminster-Canterbury and _____ (Resident), for a **Life Care Agreement** with entry to Independent living with **100% Refund Option**, for Apartment/Cottage No. _____.

- A. Refund.** In the event Resident or Westminster-Canterbury terminates this Agreement, or in the event of the Resident's death, the refund of one-hundred percent (100%) of the Refund-Eligible Entrance Fee paid to Westminster-Canterbury will be refunded according to the terms of this Agreement and Addendum.
- B. Transfers Among Levels of Care.** Resident agrees to pay the Monthly Fee applicable to his/her apartment/cottage, whether residing in the apartment/cottage or in another level of care, as described by Section VII of this Agreement. If the Resident is transferred permanently to assisted living or health care, Resident will also be charged a nominal fee for expanded dietary services.

The signature below of the parties to this Agreement certifies that they have read, understood, and accepted this Addendum to the Residence and Care Agreement.

Signature of Resident

For Shenandoah Valley
Westminster-Canterbury

Signature of Resident

Date

Date

ADDENDUM A

Life Care 100%/12 then 2.5%/38 Month Refund

Addendum A to Residence and Care Agreement, dated _____ between Shenandoah Valley Westminster-Canterbury and _____ (Resident), for a **Life Care Agreement** with entry to Independent Living with **100%/12 then 2.5%/38 Month Refund Option**, for Apartment/Cottage No. _____.

- A. Refund.** In the event Resident or Westminster-Canterbury terminates this Agreement, or in the event of the Resident's death, the refund shall be calculated as follows. If the agreement is terminated during the first 12 months after the occupancy date, the entire Refund-Eligible Entrance Fee shall be refunded. If the agreement is terminated during months 13 through 50 after the occupancy date, the entire Refund-Eligible Entrance Fee shall be refunded, less 2.5% of the Refund-Eligible Entrance Fee for each month or part of a month after the 12th month following the occupancy date (100% of the Refund-Eligible Entrance Fee amortized over 38 months). No refund of any amount of the Refund-Eligible Entrance Fee shall be paid after fifty (50) months following the effective date.
- B. Transfers Among Levels of Care.** Resident agrees to pay the Monthly Fee applicable to his/her apartment/cottage, whether residing in the apartment/cottage or in another level of care, as described by Section VII of this Agreement. If the Resident is transferred permanently to assisted living or health care, Resident will also be charged a nominal fee for expanded dietary services.

The signature below of the parties to this Agreement certifies that they have read, understood, and accepted this Addendum to the Residence and Care Agreement.

Signature of Resident

For Shenandoah Valley
Westminster-Canterbury

Signature of Resident

Date

Date

ADDENDUM B

Long-Term Care Insurance

Addendum B to Residence and Care Agreement, dated _____, between Shenandoah Valley Westminster-Canterbury and _____ (Resident), obligating Resident to retain certain policies of insurance for long-term care.

A. Long-Term Care Insurance. Acceptance of Resident as a resident and occupancy at Westminster-Canterbury is based upon several criteria set forth in Section II.A of the Residence and Care Agreement, including financial capacity to meet Resident's obligations to Westminster-Canterbury for Resident's expected lifetime. Resident and Westminster-Canterbury acknowledge and agree that Resident is insured under the policy of long-term care insurance described below, a copy of which is attached to this Addendum B (the "Policy"):

Name of Insurer: _____

Name of Insured(s): _____

Policy Name: _____

Policy Number: _____

As a condition of the Residence and Care Agreement, Resident, at Resident's expense, is required to continue to be insured under the Policy, uninterrupted at all times, with the same or greater benefits and coverage limits and Resident is required to pay the premiums, and take any other actions required to secure and maintain the Policy in full force and effect.

B. Notice. Resident will immediately notify Westminster-Canterbury in writing of any action to suspend, withhold, restrict, not renew, or otherwise limit the Policy or any changes to benefits or coverage provided thereunder. In addition, resident will deliver to Westminster-Canterbury annually, or more frequently as requested by Westminster-Canterbury, evidence of the renewal and effectiveness of the Policy.

The signature below of the parties to this Agreement certifies that they have read, understand, and accept this Addendum B to the Residence and Care Agreement.

Signature of Resident

For Shenandoah Valley
Westminster-Canterbury

Signature of Resident

Date

Date

Addendum C

Cottage Modifications, In-House Transfers, and Fees

Addendum C to IL Residence and Care Agreement, dated _____
between Shenandoah Valley Westminster -Canterbury and _____
(Resident), for Cottage No. _____.

A. Construction of an Addition or other Modification to Resident Cottage.

Subject to the approval of Westminster-Canterbury, Resident may make modifications to the floor plan and finishes, including expansion of space outside the existing cottage perimeter. Such modifications shall be at Resident's sole expense. As a result of such modification, Westminster-Canterbury may modify the model floor plan classification to reflect the square footage change made by Resident. Resident will not incur any change in Entrance Fee or Monthly Fee, except as may be adjusted in accordance with Section IV.C. of this Agreement.

B. In-House Transfers and Fees. In the event Resident moves from Cottage to another independent living apartment within the Community, the following fees shall apply:

1. **Entrance Fee.** Resident shall pay the difference between the reclassified Entrance Fee of existing cottage and the Entrance Fee of the new independent living apartment, if that Entrance Fee is higher. If the Entrance Fee of the new independent living apartment is lower and the move occurs within the 50-month refund period (provided in Addendum A of this Agreement), there may be a pro-rated refund due to Resident.

2. **Monthly Fee.** Resident shall be responsible for the Monthly Fee for the new independent living apartment in effect at the time of the in-house move.

The signature below of the parties to this Agreement certifies that they have read, understand, and accept this Addendum to the Residence and Care Agreement.

For Shenandoah Valley
Westminster-Canterbury

Date

Signature of Resident

Signature of Resident

Date

SHENDANDOAH VALLEY WESTMINSTER-CANTERBURY

RESERVATION AGREEMENT

The undersigned applicant hereby tenders his **Reservation Agreement** together with a payment of a reservation fee for an apartment/cottage reserved below at Shenandoah Valley Westminster-Canterbury (SVWC). It is understood that upon satisfactory completion of all required forms, acceptance of applicant for occupancy by SVWC, the payment of all required fees, and the execution of a Residence & Care Agreement, the applicant will be admitted for occupancy at SVWC in the reserved apartment/cottage in accordance with the provisions of the Residence and Care Agreement and this agreement as hereinafter set forth:

1. Disclosure Statement. Applicant acknowledges that he received a copy of the SVWC Disclosure Statement at least three (3) days prior to transfer of any money to SVWC.
2. Entrance Fee Payment Schedule:
 - a) \$1,000.00 is required at the time of signing Future Residency Priority Reservation Agreement. This fee, which is non-interest bearing, is credited to the Entrance Fee.
 - b) Ten percent (10%) of the Entrance Fee, minus the reservation fee, is due when the applicant accepts the offer of apartment/cottage
 - c) The balance of the Entrance Fee is due upon move-in/contract day, which is the date indicated on this agreement.
3. It is understood and agreed that full payment of the Entrance Fee and execution of the Residence and Care Agreement shall take place on the date indicated on this Reservation Agreement. Monthly fees begin at the time of signing the Residence and Care Agreement.
4. Acceptance for occupancy is contingent upon approval of application by the Admissions Committee of the Board of Trustees, Shenandoah Valley Westminster-Canterbury. The Admissions Committee will review and act on the application following receipt of all required forms. Approval is based on several factors, including a review of the Personal Health History and a physical examination by a physician of your choice. In order to live in the independent living apartments or cottages, residents must be in reasonably good health and be physically and mentally capable of living independently in the opinion of SVWC and according to the criteria established by the SVWC Board of Trustees.
5. The deposit will be refunded in full if the applicant is not approved or if the applicant dies or withdraws his reservation prior to execution of the Residence and Care Agreement. All refunds will be made within sixty (60) days. This deposit is in a non-interest bearing account.

6. The applicant's rights under this agreement may not be transferred to any other person. When an application is made by a husband and wife, the word "applicant" shall be deemed to include both individuals.
7. This agreement constitutes the entire Reservation Agreement between the applicant and SVWC, and no waiver or modification shall be valid unless made in writing, signed by the applicant and SVWC, and attached to this agreement.

Reserved Apartment/Cottage Number _____

Type _____

Entrance Fee _____

Reservation Fee _____

10% Deposit _____ Due Date _____

Balance _____ Due Date _____

The undersigned applicant understands and agrees to the terms of this Reservation Agreement.

Applicant Date _____

Applicant Date _____

Shenandoah Valley Westminster-Canterbury Date _____

☐ Resident Handbook Distributed

SHENANDOAH VALLEY WESTMINSTER-CANTERBURY

VILLA RESERVATION AGREEMENT

The undersigned applicant hereby tenders this **Reservation Agreement** together with a payment of a reservation fee for a Villa reserved below at Shenandoah Valley Westminster-Canterbury (SVWC). It is understood that upon satisfactory completion of all required forms, acceptance of the applicant for occupancy by SVWC, the payment of all required fees, and the execution of a Residence & Care Agreement, the applicant will be admitted for occupancy at SVWC in the reserved Villa in accordance with the provisions of the Residence and Care Agreement and this agreement as hereinafter set forth:

1. Disclosure Statement. Applicant acknowledges having received a copy of the SVWC Disclosure Statement at least three (3) days prior to the transfer of any money to SVWC.
2. Entrance Fee Payment Schedule:
 - a) An initial payment of \$5,000 (Reservation Deposit) is due when the applicant accepts the offer of a Villa.
 - b) Ten Percent (10%) of the applicable Entrance Fee, minus \$5,000 (Reservation Deposit), is due on or before _____.
 - c) The balance of the Entrance Fee (i.e., 90%) is due on or before move-in/contract day once the Date of Occupancy is determined.
3. It is understood and agreed that full payment of the Entrance Fee and execution of the Residence and Care Agreement shall take place on or before move-in/contract day once the Date of Occupancy is determined. Monthly fees begin at the time of signing the Residence and Care Agreement.
4. Acceptance for occupancy is contingent upon approval of the application by the Admissions Committee of the Board of Trustees, Shenandoah Valley Westminster-Canterbury. The Admissions Committee will review and act on the application following receipt of all required forms. Approval is based on several factors, including a review of the Personal Health History and a physical examination by a physician of your choice. In order to live in independent living Villas, residents must be in reasonably good health and be physically and mentally capable of living independently in the opinion of SVWC and according to the criteria established by the SVWC Board of Trustees.
5. Future Residency Program benefits:
 - a) Meals in the Main Dining Room and Bistro at established rates. Reservations are required for meals in the Main Dining Room.
 - b) Participation in planned social, recreational, educational, cultural, spiritual, arts and crafts, and exercise programs provided by Westminster-Canterbury at established rates, if any.
 - c) Birthday coupons sent out for a free meal in the Bistro.
 - d) Use of Fitness/Wellness Center, Pool and Fitness Staff.
 - e) Corporate rates to Rock Harbor Golf Course.

6. The applicant may terminate this agreement at any time and for any reason. If the applicant terminates within seven (7) days of making the Reservation Deposit, The Reservation Deposit will be refunded in full. If the applicant terminates after seven (7) days of making the Reservation Deposit but before the Ten Percent is paid in full, the Reservation Deposit will be refunded in full. If the applicant terminates after the Ten Percent is paid, the Ten Percent, minus a ten percent (10%) administrative fee, will be refunded. If the applicant is not approved or if the applicant dies prior to occupancy, the deposit will be refunded in full. All refunds will be made within sixty (60) days. This deposit is in a non-interest bearing account.
7. The applicant may choose (based upon availability) to move into an existing residence while waiting for the completion of the Villa residence. The applicant must complete all admission paperwork, pay the full Entrance Fee and execute the Residence and Care Agreement for the existing residence. The applicant will also maintain the Ten Percent for the Villa. If the applicant terminates this agreement and stays in the existing residence, the Ten Percent will be refunded in full after a replacement Ten Percent is received by SVWC for the Villa.
8. The applicant's rights under this agreement may not be transferred to any other person. When an application is made by a husband and wife, the word "applicant" shall be deemed to include both individuals.
9. This agreement constitutes the entire Reservation Agreement between the applicant and SVWC, and no waiver or modification shall be valid unless made in writing, signed by the applicant and SVWC, and attached to this agreement.

Reserved Villa Number _____

Type _____

Entrance Fee _____

Reservation Deposit _____

Ten Percent (10%) Deposit _____ Due Date _____

Balance due on or before the date of Residence and Care Agreement _____

The undersigned applicant understands and agrees to the terms of this Reservation Agreement.

Applicant

Date

Applicant

Date

Shenandoah Valley Westminster-Canterbury

Date

_____ (initial) Resident Handbook Received

SHENANDOAH VALLEY WESTMINSTER-CANTERBURY

VILLA RESERVATION AGREEMENT – ADDENDUM

Shenandoah Valley Westminster-Canterbury realizes that by agreeing to a reservation agreement for a new villa apartment to be built in the near future, while waiting for their apartment to be available for occupancy, the undersigned applicant may decide that another apartment or cottage may, for one reason or another, become more desirable. The applicant will be allowed to cancel their reservation for the new villa apartment in lieu of the more desirable apartment or cottage, however, the applicant will be required to pay the then applicable 10% deposit for the other apartment or cottage. By signing below, the applicant acknowledges he/she will be eligible to receive a refund of the 10% deposit made on the original new villa apartment once the new villa apartment has been reserved by another / other applicant(s).

The undersigned applicant understands and agrees to the terms of this Villa Reservation Agreement Addendum.

Applicant

Date

Applicant

Date

Shenandoah Valley Westminster-Canterbury

Date

SHENANDOAH VALLEY WESTMINSTER-CANTERBURY

FUTURE RESIDENCY PRIORITY AGREEMENT

THIS FUTURE RESIDENCY PRIORITY AGREEMENT for _____
_____ gives you a priority position to move to Shenandoah Valley
Westminster-Canterbury and allows you to enjoy the benefits of the Future Residency
Program as follows:

1. You will be assigned a priority position on the Future Residency Program's waiting list based on the chronological order in which similar applications are received. Note: Any Current Resident(s) of SVWC, on the Internal Transfer List, has priority and will be contacted first when an apartment, cottage, or villa becomes available.

2. Select below your preferred type of residence(s):

____ Villas
____ Cottages

____ One Bedroom Apartment
____ Two Bedroom Apartment

Additional details: _____

3. You estimate readiness for residency to be _____ (mm/yyyy).
4. In addition to the priority established for residency, you may enjoy the following benefits of the Future Residency Program:
 - a. Meals in the Main Dining Room, Canterbury Café, and Bistro at established rates. Reservations are required for meals in the Main Dining Room and Canterbury Cafe.
 - b. Receive invitations to community events.
 - c. Participate in social, recreational, educational, cultural, spiritual, art, and exercise programs provided by Westminster-Canterbury at established rates, if any.
 - d. Receive a birthday coupon for a free meal in the Bistro.
 - e. Use of the Fitness Center, pool, and fitness staff.
5. Notification of readiness for residency:
 - a. When the selected type of residency becomes available, Westminster-Canterbury will notify you.
 - b. You may accept or reject the offer to reserve the residence within three (3) days from the date of notification. You may reject any offer to take residency without losing your priority.

- c. Following your acceptance of a particular unit, you shall complete a Reservation Agreement which reserves your selected residence. At that time, you will make a payment equal to 10% of the total Entrance Fee, less the \$1,000 future wait list deposit specified in No. 6 below.
 - d. You will be provided with application forms at that time and asked to have a Physician's Statement completed by your physician. Following your return of these forms, an appointment will be scheduled for an Admissions Interview with the Health Clinic and Social Services Departments. Following the pre-assessment interviews, you will be notified of the decision on your residency application.
6. In consideration for the priority and benefits of the Future Residency Program, the applicant agrees to pay a deposit of \$1,000. The deposit is a non-interest bearing administrative fee, which will be credited toward the Entrance Fee at the time you select your residence and sign a Reservation Agreement.
 7. The \$1,000 deposit to join the Future Residency List and the 10% deposit for the Reservation Agreement are fully refundable at any time upon written notice. Waiting list deposits do not guarantee admission. Use of SVWC's facilities and services while on the wait list is subject to all applicable policies and standards for behavior at SVWC, and violations may result in return of the deposit and removal from the wait list.

Applicant: _____ Date of Birth: _____

Applicant: _____ Date of Birth: _____

Current Street Address: _____

City, State, Zip: _____

Telephone Number: () _____

Email: _____ Second Email: _____

Date: _____

NOTE: You will be issued a name badge to wear while on campus. Please let us know if you have a pacemaker and we will issue a non-magnetic name badge.

Shenandoah Valley Westminster-Canterbury:

By: _____ Date: _____

FRP Badges: 1) _____ 2) _____

Priority Number: _____

Shenandoah Valley Westminster-Canterbury

Assisted Living Facility Disclosure Statement

Required by the Virginia Department of Social Services

The Standards for Licensed Assisted Living Facilities requires each assisted living facility to provide a statement to prospective residents and legal representatives, if any, that discloses information about the facility. The disclosure statement must also be provided to residents or their legal representatives upon request and made available to the general public.

I. General Information About the Facility

Name of the facility: Shenandoah Valley Westminster-Canterbury (SVWC)

Name of the licensee: Westminster-Canterbury of Winchester, Inc.

Ownership structure, i.e., individual, partnership, corporation, limited liability company, unincorporated association, or public agency:
Corporation

II. Accommodations, Services and Fees

Accommodations, services, and care included in the base fee:

Residential setting that provides or coordinates personal and healthcare services based upon the physical, mental, emotional, and psychosocial needs of the resident; 24-hour supervision; and assistance for adults who are aged, infirmed or disabled.

Staff of the community provides protection, guidance and supervision 24 hours per day. The program promotes security and self-worth by including the resident and appropriate community services in order to meet the objectives of the individualized service plan (ISP).

The community furnishes meals, lodging, utilities, housekeeping, and transportation services. Each resident has a personal apartment furnished with vinyl plank, ceramic tile or carpet flooring, window coverings, emergency call system, TV/cable connection and pre-wired telephone service.

Based on the resident's functional ability, the community assists with bathing, dressing, personal care, medication, and nutrition.

Amount of the base fee: (If there is more than one base fee, list each separately and specify the accommodations, services and care provided for each fee.)

<u>Assisted Living</u>	<u>Entry Fee</u>	<u>Monthly Fee</u>
Contract Suite	\$141,214	\$6,396
Contract Deluxe	187,379	7,234
Contract Second Person	88,233	3,439
Rental Suite		\$8,116
Rental Deluxe		9,233
Rental Second Person		4,471
<u>Blue Ridge Hall (memory support)</u>	<u>Per Diem</u>	<u>Monthly Fee</u>
BRH Standard	\$ 419 (per-day)	\$0.00 add'l. /month

Additional accommodations, services, and care not included in the base fee and the fee for each:

Ancillary Services

Laundry	Blue Ridge and Health Care - \$65.00/month Wappacomo Hall - \$ 45.00/month
Medications	Pharmacy bills resident directly
Medical Supplies	Costs vary according to resident needs
Oxygen	\$120.00/month
Personal Care Items	Costs vary according to resident needs
Privately Employed Care Attendants	Costs vary according to the services provided
Salon	Varies depending on services provided
Resident Services Manager	\$45.00/hour—one hour minimum, with additional time billed in 15 min. increments

III. Admission, Transfer and Discharge Criteria

Criteria for admission to the facility and any restrictions on admission:

Shenandoah Valley Westminster-Canterbury only admits residents after the determination has been made that their needs can be met. Residents will not be admitted or retained by the community if appropriate care cannot be provided.

Admission determination is based upon:

- Completed Uniform Assessment Instrument (UAI)
- Department of Social Services History and Physical no more than 30 days prior to admission
- An interview between the Administrator or designee responsible for admission and retention decisions, the resident and his personal representative if applicable.
- Additional criteria include:
 - All residents shall be 60 years of age or older.
 - No person shall be admitted without their consent and agreement, or that of their personal representative if applicable.
 - Shenandoah Valley Westminster-Canterbury does not admit or retain individuals with any of the following prohibitive conditions or care needs:
 - Ventilator dependency.
 - Dermal ulcers staged at levels III or IV; except as those described by the physician to be stage III and healing with treatment provided by a licensed health care professional.
 - Intravenous therapy or injections directly into the vein, unless managed by a Virginia licensed health care professional.
 - Communicable state of airborne infectious disease that requires isolation of the individual or special precautions.
 - Psychotropic medications without appropriate diagnosis treatment plans.
 - Nasogastric tubes.
 - Gastric tubes, only if individual is capable of self-administration and all personal care and upkeep of the gastric tube to be done by the resident.
 - Individuals presenting an imminent physical threat or danger to self or others.
 - Individuals requiring continuous licensed nursing care.
 - Individuals whose physician certifies that placement is no longer appropriate.
 - Individuals who require maximum physical assistance (dependent in 4 or more areas of activities of daily living) unless the individual's independent physician determines otherwise.
 - Individuals whose physical or mental health care needs cannot be met as determined by the community.
 - Individuals requiring the use of a lift on admission.
 - Any other condition prohibited by law or Department of Social Services regulations.

Criteria for transfer of a resident to a different living area within the same facility, including transfer to another level, gradation, or type of care within the same facility or complex:

If the community determines that the resident cannot be reasonably cared for in the assisted living unit, the community may transfer the resident to a nursing unit in the health center or discharge the resident. Such determination for the resident's permanent transfer includes consideration of the resident's ability to live with assistance, and is made after consultation with the resident, the

resident's family or representative, if any, and an interdisciplinary team of professionals, using appropriate assessment techniques.

Criteria for discharge from the facility:

Discharge of the resident may occur when (i) the community cannot meet the care needs of the resident or the care needs of the resident exceed those that the community is licensed to provide; (ii) the resident is a danger to himself or others; or (iii) the resident is no longer capable of meeting his/her financial obligations and financial assistance is not available or the resident is not otherwise eligible for financial assistance.

Other reasons why the resident may be discharged or the Resident Care Agreement with the resident may be terminated are:

- Nonpayment by resident of monthly fees.
- Repeated conduct by the resident that interferes with other residents' enjoyment of the community.
- Persistent refusal of the resident to comply with reasonable written rules and regulations of the community.
- Material breach of the Resident Care Agreement by the resident.

IV. Activities Provided for Residents

Categories of activities: (Specify types of activities and note whether all activities are available to all residents or what, if any, limitations are placed on participation in specified activities. Note whether participation in certain activities is geared to a particular group of residents.)

Exercise programs, social and musical events, cooking classes, art and craft classes, movies, community entertainment, community outings, religious events, crossword puzzles, board games, trivia, bingo groups, book clubs, assisted and open swimming, monthly resident meetings, food committee meetings, domino group, reminisce programs, stretch your mind, horticulture therapy and travel programs, men's group, documentary.

Frequency of activities (average number of total activities per week): 85

Average number of different types of activities per week:

Sensory - 8

Cognitive - 14

Spiritual - 5

Musical - 5

Physical - 13

Outings - 4

Social - 13

V. General Number, Functions and Qualifications of Staff on Each Shift

Shift	Total Number of Staff Per Shift	Number of Staff Providing Direct Care Per Shift	Functions of Staff Per Shift (i.e. personal care, activities, housekeeping)	Qualifications of Staff Per Shift (i.e. RN, LPN, CNA, dietitian)
7am – 7pm	Total 6 Direct Care Providers 4 -Wappacomo 2 - Blue Ridge	Total 6 Direct Care Providers 4 - Wappacomo 2 - Blue Ridge	Assist residents with ADLs, IADLs, medication management, medication administration, and treatments.	Direct Care Staff have and maintain a Virginia license as an RN, LPN, CNA, NA or Medication Aide. CPR and First Aid certification. Emergency and Disaster training and yearly in-services as required by the Dept. of Social Services.
7 pm - 11 pm	Total 6 Direct Care Providers 4- Wappacomo 2.25 - Blue Ridge	Total 6 Direct Care Providers 4 -Wappacomo 2.25 - Blue Ridge	Assist residents with ADLs, IADLs, medication management, medication administration, treatments.	Direct Care Staff have and maintain a Virginia license as an RN, LPN, CNA, NA or Medication Aide. CPR and First Aid certification. Emergency and Disaster training and yearly in-services as required by the Dept. of Social Services.
11 pm – 7 am	Total 5 Direct Care Providers 3 -Wappacomo 2 - Blue Ridge	Total 5 Direct Care Providers 3 - Wappacomo 2 - Blue Ridge	Assist residents with ADLs, IADLs, medication management, medication administration and treatments.	Direct Care Staff have and maintain a Virginia license as an RN, LPN, CNA, NA or Medication Aide. CPR and First Aid certification. Emergency and Disaster training and yearly in-services as required by the Dept. of Social Services.

VI. Liability Insurance Disclosure

(Facility must indicate yes or no below)

This facility maintains liability insurance that provides at least \$500,000 per occurrence and \$500,000 aggregate, which is the minimum amount of coverage established by the State Board of Social Services for disclosure purposes, to compensate residents or other individuals for injuries and losses from the negligent acts of the facility.

 X Yes

 No

VII. Additional Information

Names of contractors, if used, providing essential services to residents are available upon request. (Examples of essential services are staffing, pharmacy, health care and food/dining.)

Pharmacy services are provided by PruittHealth.

Hospice care is provided by Blue Ridge Hospice.

Podiatry services are offered by Dr. James Dodd.

Medical equipment and assistive devices are provided by Advance Home Care, Adapt Health, Roberts Home, Medical, and Lincare.

Oxygen is supplied by Commonwealth Home Care, Roberts Home Medical and Lincare.

Psychiatric mental health services are provided by Dr. Imran Abassi.

Counseling services are provided by Krista Gibbs and Lynn Gray.

Dental services are provided by Spa Creek Health.

Medical lab services are provided by Valley Health Laboratories.

VIII. Emergency On-Site Electrical Power Source

SVWC has multiple on-site generators for the provision of electricity during an interruption of the normal electric power supply. Testing is done on a weekly, monthly, and annual basis by trained Environmental Services staff ensuring the maintenance and operation of the equipment. Below is a listing of items that remain operational under generator power:

Health Care /Blue Ridge Hall (AL)

1. Hallway and stairway lights to provide sufficient light to use.
2. Night lights in each room and red outlet by same nightlight.
3. Red outlet by Nurses Station, Med Room, and all red outlets in hallways.
4. Johnson Controls Emergency System at HC Nurses Station, including emergency CRT at Nurses Station, door alarms, exit signs, door locks, etc.
5. HC Elevator #4 and #10.
6. Heating System.

Satellite Kitchen

1. Red outlets.

Wappacomo Hall (AL)

1. Emergency Lighting
2. Heating System
3. Emergency Exit Lights and Johnson Controls System
4. AL Elevator #6
5. AL Elevator #11

Additional information about the facility may be obtained from the Virginia Department of Social Services' website, <http://www.dss.virginia.gov>.

032-05-0849-05-eng (02/19)

SHENANDOAH VALLEY WESTMINSTER-CANTERBURY

RESIDENCE AND CARE AGREEMENT – LIFECARE

ASSISTED LIVING – WAPPACOMO HALL

THIS RESIDENCE AGREEMENT is made and entered into by and between SHENANDOAH VALLEY WESTMINSTER-CANTERBURY, (hereafter referred to as "Westminster-Canterbury" and/or the words "we", and "our"), and _____ (hereafter referred to as "Resident" and/or the words "you" and "your").

RECITAL:

Resident has made application for Assisted Living residence at Westminster-Canterbury and such application has been approved, subject to the provisions of this Agreement.

AGREEMENTS:

I. FACILITIES PROVIDED BY WESTMINSTER-CANTERBURY

- A. Living Accommodation.** Resident shall have a personal, non-assignable right to reside in Wappacomo Hall Assisted Living apartment _____ referred to as the "Residence").
- B. Furnishings.** Wall-to-wall carpeting, emergency response system, and draperies shall be furnished by Westminster-Canterbury. Resident shall provide all other furnishings for the Residence subject to the supervision and approval of Westminster-Canterbury. Electrical and mechanical appliances, which you provide shall be U/L approved and subject to our approval.
- C. Westminster-Canterbury Facilities.** Resident may use, in common with others, the common areas of Wappacomo Hall provided for the use and enjoyment of residents.
- D. Personal Service Facilities.** An automatic washer and dryer for personal laundry are available.

II. SERVICES PROVIDED BY WESTMINSTER-CANTERBURY

- A. Assisted Living.** Resident shall receive assistance, when needed, with such activities as bathing, dressing, mobility, medication, and other individualized personal care. Residents in Assisted Living can only require assistance with up to four (4) ADLs. Residents requiring assistance with more than four (4) ADLs will be transferred to the appropriate level of care.

B. Utilities. Westminster-Canterbury shall provide the utilities reasonably required in connection with the occupancy of the Residence (water, heating, electricity, and air conditioning) subject, however, to the availability of such services to Westminster-Canterbury. Basic or enhanced cable TV access and monthly telephone service is available for a fee.

C. Meals.

1. Westminster-Canterbury shall provide Resident with three meals per day, nutritionally well-balanced, and served in the Wappacomo Hall dining room or other areas designated by Westminster-Canterbury.
2. Special diets shall be provided only upon order of the Resident's physician. Tray service may be provided on a temporary basis, up to 7 days, in your Residence if approved by the Unit Coordinator or Nursing Administration.

D. Transportation. Westminster-Canterbury shall provide scheduled transportation at established rates as it deems appropriate.

E. Linen and Laundry. Westminster-Canterbury shall provide bed linens and towels. While personal laundry is the responsibility of Resident, Westminster-Canterbury may provide this service (except for dry cleaning) at established rates.

F. Housekeeping. Westminster-Canterbury shall provide cleaning services as needed and trash disposal on a regular basis.

G. Maintenance. Necessary repairs, maintenance, and replacement of property and equipment owned by Westminster-Canterbury shall be performed and provided by Westminster-Canterbury. Routine maintenance and replacement of property of Resident will be the responsibility of Resident.

H. Redecoration. In the event that Resident requests, and Westminster-Canterbury approves, redecoration or custom remodeling of Resident's apartment, Resident agrees to pay in full, in advance, the amount necessary to accomplish this change. Any replacement by Resident of the furnishings provided by Westminster-Canterbury vests title to such replacements in Westminster-Canterbury unless otherwise agreed to by Westminster-Canterbury in writing. Unless it is agreed otherwise, upon termination by either Resident or Westminster-Canterbury, Resident agrees to pay Westminster-Canterbury, at its sole discretion, all reasonable expenses incurred to restore the Residence, other buildings and grounds to their original condition.

I. Grounds. Westminster-Canterbury shall furnish basic ground keeping care including lawn service.

J. Safety.

1. Sprinkler and smoke detection systems shall be maintained throughout the building.
2. Emergency corridor lights shall be provided during power interruptions.
3. Security supervision of the building and grounds shall be provided by Westminster-Canterbury, but we shall not be responsible for loss or damage to personal property.
4. Illuminated parking areas shall be provided adjacent to the building.
5. The bath shall have grab bars and an easy-to-operate, non-scalding water control.

K. Mail. Mail shall be delivered to the Resident's United States mailbox located on the first floor of Wappacomo Hall. An internal mail slot is located in the lobby of Wappacomo Hall for community correspondence.

L. Residence. An individual climate control shall be provided in each Residence for heating and air conditioning.

M. Programs. A program of social, recreational, and religious activities shall be provided for interested residents.

N. Guests. You shall be permitted to invite guests for visits. A limited number of guest rooms shall be available at a reasonable rate for overnight stays by guests. We reserve the right to make rules regarding visits and guest behavior and may limit or terminate a visit at any time for reasons we deem appropriate.

You may invite guests to any meal, subject to giving us prior notice in accordance with our rules and regulations referred to in Section VI. Guest meal charges shall be billed at their prevailing rate.

O. Beauty/Barber Shop. A beauty/barber shop will be provided for resident use. Services used will be billed monthly to the Resident's account.

III. HEALTH SERVICES

A. Assessment. An assessment will be done on a regular basis by staff.

B. Outpatient Services. Westminster-Canterbury shall provide for an on-call physician to be available 24 hours a day. Resident is free to engage the services of a physician of his choice who may come to Westminster-Canterbury, subject to the rules of Westminster-Canterbury. Westminster-Canterbury may also arrange the services of other health professionals as it

deems necessary, but Resident is free to engage the services of health professionals of his choice.

Charges for outpatient services, including consultation will be billed to Resident directly by the provider.

- C. Westminster-Canterbury Health Center.** Resident, while residing in Assisted Living, shall have preference over community (direct admission) applicants for available beds in the Westminster-Canterbury Health Center, it being understood that Westminster-Canterbury contract residents have priority for admission to the Westminster-Canterbury Health Center (see Section IX, Transfer).

IV. MEDICAL REPORT

Resident agrees to provide a physician's report with results of tuberculin testing to Westminster-Canterbury prior to admission and dated no more than thirty (30) days prior to admission. After admission Westminster-Canterbury may require a physician's report, acceptable to Westminster-Canterbury, following any hospitalization, and/or when Westminster-Canterbury determines that the Resident's health condition warrants such a report, or when required by a licensing agency.

V. OCCUPANCY AND FEES

- A. Deposit.** Resident has paid an initial refundable deposit of \$1,000 to secure Resident's right to occupy the Residence. Resident acknowledges that the deposit will become non-refundable upon Resident's execution of this Agreement, provided that the deposit will be credited toward the Resident's first installment of the monthly fee set forth in Section V.B. below upon Resident's occupancy of the Residence.

- B. Entrance Fees.** You shall pay to us an Entrance Fee by the Occupancy Date as follows:

Total Entrance Fees \$ _____

Prior Payment(s) (if applicable) \$ _____

Balance \$ _____

The total Entrance Fee shall not be increased or changed during your life (except for changes which may be required by state or federal assistance programs, if applicable).

All Entrance Fees are subject to a 5% administrative fee as of the 8th day following execution of this Agreement. Therefore, for the purposes of calculation any potential refund, all available options will be based on the

applicable "Refund-Eligible Entrance Fee." Refund of part of the Refund-Eligible Entrance Fee, if any, shall be made exclusively in accordance with Addendum A to this Agreement, which is incorporated by reference.

C. Monthly Fee. Resident hereby agrees to pay to Westminster-Canterbury a monthly fee of \$ _____. This fee is due and payable on a monthly basis on the first of each month. Resident shall be invoiced monthly for any services and supplies not normally provided as a part of the monthly fee. Invoices are payable upon receipt. A late fee of 1.5% will be charged on any outstanding balances if not paid within thirty (30) days of invoice.

D. Fee Adjustment. Westminster-Canterbury may adjust the schedule of fees at any time and Resident shall pay such adjusted fees. Westminster-Canterbury shall give at least thirty (30) days' notice to Resident before any increase or decrease in fees becomes effective.

VI. RULES AND REGULATIONS

Westminster-Canterbury shall issue rules and regulations from time to time and shall deliver a copy thereof to you. Resident will abide by Westminster-Canterbury's rules and regulations and such reasonable amendments, modifications, and changes of these rules and regulations as may hereafter be adopted by Westminster-Canterbury. Any rules and regulations adopted by Westminster-Canterbury shall be applied to all residents similarly situated without preference or prejudice to any resident or group of residents.

VII. RESIDENT'S RIGHTS AND PROPERTY

A. Resident's Rights. Although you are granted a right of occupancy of the Residence, this Agreement is not a lease, and you shall have no right, title or interest in any of our real or personal property.

B. Our Right of Entry. Resident agrees to give to duly authorized employees of Westminster-Canterbury the right of entry into Resident's apartment at all reasonable times to carry out Westminster-Canterbury's obligations under this Agreement for inspection and maintenance purposes and at any time for emergency purposes.

C. Disposition of Property on Transfer or Death of Resident. Upon termination of this Agreement due to death of the Resident, Resident's property must be removed within the number of days specified below:

Assisted Living unit (standard apartment)	15 days
Assisted Living unit (double apartment)	25 days
Health Care Unit	7 days

Upon permanent transfer to another level of care or termination of this Agreement due to withdrawal from the community, Resident agrees to the removal of his or her property within 7 days.

In the case of two or more persons occupying the apartment/cottage, this clause will only apply when all Residents who are signatures to this Agreement have died or permanently transferred out of the apartment/cottage or when this Agreement is terminated with respect to all such persons. After the termination date or expiration of the applicable time period above, Westminster-Canterbury may store such property at the expense and risk of Resident or Resident's estate, provided that we give ten (10) days' written notice of the storage to Resident's last known address. Westminster-Canterbury may offset any amounts owed to it by the Residents for any storage expenses and any unpaid Monthly Fees against any refund due to Resident or Resident's estate.

D. Insurance / Loss of Property. The Resident is responsible for maintaining at all times his or her own health, personal, liability, automobile (if applicable) and other insurance coverage in adequate amounts. Westminster-Canterbury shall not be responsible for the loss of any property belonging to resident due to theft or any other cause, it being understood that the Resident shall have the responsibility for providing any insurance protection covering any such loss.

E. Damage to Our Property. Resident shall reimburse Westminster-Canterbury for any costs incurred or damages suffered by us resulting from your carelessness, negligence, or wrongful acts, or those of your guests, or resulting from your pet or a pet belonging to your guest.

F. Waiver of Liability. Resident hereby releases Westminster-Canterbury from liability for your death, injury to your person, and injury to your property caused by any fire, theft, assault or other cause beyond our control and from any liability resulting from the negligence or wrongful acts of other residents of Westminster-Canterbury and their guests and hereby waive any claim which you or your estate may have against us arising therefrom.

G. Acknowledgements. By signing this Agreement, you acknowledge and agree that prior to signing this Agreement:

1. You have been provided with and have reviewed a copy of Westminster-Canterbury's Resident Handbook, and any questions that you had regarding the Resident Handbook have been answered to your satisfaction;
2. You have been informed of the amount of notice required to be given by you prior to moving out of Wappacomo Hall and terminating this Agreement;
3. You have been informed of Westminster-Canterbury's policies and procedures on weapons;

4. You have been provided with and have reviewed a copy of Section 63.2-1808 of the Code of Virginia, Residents Rights and Responsibilities, and had the provisions of that statute explained to you by Westminster-Canterbury staff;
5. You have been informed of Westminster-Canterbury's policies and procedures for implementing Section 63.2-1808 of the Code of Virginia, including the grievance policy and the transfer/discharge policy;
6. You have been informed that residents may establish and maintain a resident's council, of the general purpose of such council, and that Westminster-Canterbury is responsible for providing assistance with the formation and maintenance of such council;
7. You have been informed of Westminster-Canterbury's bed hold policy in the event you are temporarily transferred or moved from the facility;
8. You have been informed of Westminster-Canterbury's rules and restrictions regarding smoking on the premises;
9. You have been informed of Westminster-Canterbury's policies and procedures regarding the administration and storage of medications and dietary supplements;
10. You have received written assurance that Westminster-Canterbury can meet your care needs at the time you are admitted within the scope of its applicable state license.

VIII. MARITAL STATUS

Westminster-Canterbury has standard apartments licensed for one person, and deluxe apartments that are licensed for two (2) persons. You may not share a standard Residence with your spouse. You may share a deluxe unit Residence with your spouse or your spouse may live in an independent living unit within Westminster-Canterbury other than the Residence, subject to your spouse being eligible for admission to Westminster-Canterbury under our policies relative to age, health, and financial status. Your spouse shall execute an agreement with us upon such terms and conditions, as we shall require.

In the event that you wish to marry and your intended spouse is not eligible for admission to Westminster-Canterbury, you may either terminate this Agreement in accordance with Section X or may continue to occupy the Residence (or other appropriate part of Westminster-Canterbury) without your spouse being a resident of Westminster-Canterbury.

IX. TRANSFER FROM WESTMINSTER-CANTERBURY

Westminster-Canterbury may transfer Resident to a hospital or licensed nursing home in the event Resident's physical or mental condition warrants transfer, as determined by Westminster-Canterbury. Such transfer may be temporary or permanent. Transfer to a nursing home may be to the Westminster-Canterbury Health Center if a bed is available, or to another nursing facility selected by the resident or Westminster-Canterbury. Except in the event of a medical emergency, Westminster-Canterbury agrees to consult with the Resident's family and physician prior to transfer as to the reasons for transfer and proposed place of transfer. Resident may guarantee return to Westminster-Canterbury Assisted Living by paying the monthly fee stated in Section V.C.

X. TERM AND TERMINATION

- A. Termination by You.** Resident may terminate this Agreement, for any reason, upon thirty (30) days' written notice to Westminster-Canterbury.
- B. Termination by Death.** In the event of the death of the Resident, this Agreement will terminate and a refund will be made if applicable.
- C. Additional Payments.** Resident will be liable for all charges accrued or incurred through the effective date of termination regardless of whether Resident vacates the Residence prior to the effective date and regardless of whether Westminster-Canterbury or Resident terminates this Agreement.
- D. Termination by Us.** Westminster-Canterbury may terminate this Agreement prior to the expiration of its terms for good cause. Good cause for the purpose of this Agreement is defined as:
 - 1. The resident is a danger to himself and others;
 - 2. Non-payment by the Resident of monthly or periodic fees and other charges, if financially able;
 - 3. Repeated conduct by the Resident that interferes with other Residents quiet enjoyment of the facility;
 - 4. Persistent refusal to comply with reasonable written rules and regulations of the facility;
 - 5. A material misrepresentation made intentionally or recklessly by the Resident in his/her application for residency or related materials, regarding information which, if accurately provided, would have resulted in either failure of the Resident to qualify for residency or a material increase in the cost of providing to the Resident the care and services included under the terms of this Agreement;

6. **Material breach by the Resident of the terms and conditions of the Residence and Care Agreement.**

If Westminster-Canterbury intends to cancel this Agreement and terminate occupancy of the Assisted Living Unit, it will give Resident fourteen (14) days' advance written notice of this fact, including the reason for this action. During this time, Resident will have the opportunity to remedy the cause for such termination. If the cause for termination still exists at the end of this fourteen-day period, the contract will be terminated.

XI. MISCELLANEOUS; REPRESENTATIONS

- A. Confidentiality of Personal Information.** We shall hold in strict confidence all personal and financial information supplied by you. However, you authorize us to release information relating to your physical and mental condition to health professionals and to such other persons in compliance with the Health Insurance Portability and Accountability Act (HIPAA).
- B. Representations as to Statements.** The application and the statements of finances and health history of Resident filed with Westminster-Canterbury are incorporated in this Agreement by this reference and all statements therein are deemed to be representations by Resident as of the date made. Resident represents that there have been no material changes in the information provided since the date thereof.
- C. Durable Power of Attorney.** Resident agrees to execute before a Notary Public and maintain in effect a Durable Power of Attorney valid under Virginia law. This Durable Power of Attorney shall designate as attorney-in-fact a bank, lawyer, relative or other responsible person or persons, of Resident's choice, to act for Resident in managing Resident's financial affairs and filing for insurance or other benefits, as fully and completely as Resident would if acting personally. This attorney-in-fact designation shall be in a form which survives Resident's incapacity or disability and shall be otherwise satisfactory to Westminster-Canterbury. Resident will deliver a fully executed copy of the Durable Power of Attorney to Westminster-Canterbury prior to occupancy of the Residence.
- D. Waiver of One Breach not a Waiver of Any Other.** The failure of Westminster-Canterbury in any one or more instances to insist upon the strict performance, observance, or compliance by Resident with any of the terms or provisions of this Agreement or its waiver of the breach by Resident of any terms or provisions of this Agreement shall not be construed to be a waiver or relinquishment by Westminster-Canterbury of its right to insist upon strict compliance by Resident with all of the terms and provisions of this Agreement. Westminster-Canterbury's representatives have made no promises or representations with respect to the Residence, any facilities of Westminster-Canterbury, refunds, or any of Westminster-Canterbury's promises or

undertakings with respect to the care of Resident except specifically set forth herein.

- E. Indebtedness of Resident.** Westminster-Canterbury shall not be liable or responsible for any expense incurred or debt or obligation of any kind contracted by Resident on his own account. Westminster-Canterbury is not obligated to furnish, supply or give Resident any support, maintenance, board or lodging when Resident is absent from Westminster-Canterbury, nor any credit for absence from lodging, except upon the prior written approval of Westminster-Canterbury, and in accordance with such regulations as Westminster-Canterbury may adopt.
- F. Authority of Westminster-Canterbury.** All authority with regard to admission, dismissal, and adjustments in fees and accommodations shall be vested in Westminster-Canterbury. Resident shall not have the right at any time to object to Westminster-Canterbury's dismissal or fees charged to any other resident.
- G. Gender.** All references herein to masculine pronouns and adjectives shall be deemed to include the feminine.
- H. Statement of Non-Discrimination.** No factors of race, religion, sex, disabilities, creed, sexual orientation, employment history, or national origin, have any bearing upon Resident's acceptance or rejection for admission, the execution of this Agreement, or normal conduct of business by Westminster-Canterbury.
- I. Construction; Binding Effect.** This Agreement constitutes the entire contract between the parties and no waiver or modification of any of the terms and conditions hereof shall be valid unless written upon or reduced to writing and attached to this Agreement and signed by all parties hereto. The parties further agree that the laws of the Commonwealth of Virginia shall govern all of their rights and duties under this Agreement including, without limitation the validity of this Agreement, the capacity of the parties thereto, the form of the Agreement, the interpretation of its language and any questions concerning its performance and discharge. The covenants and conditions contained in this Agreement shall bind and inure to the benefit of Westminster-Canterbury and Resident and their respective heirs, distributees, executors, administrators, committees, and successors.

IN WITNESS WHEREOF, Westminster-Canterbury and Resident have executed and delivered this Agreement on _____, _____ (Month, Day, Year).

WITNESS:

SHENANDOAH VALLEY
WESTMINSTER-CANTERBURY

_____ By: _____

Its: _____

WITNESS:

_____ Resident

ADDENDUM A

Life Care Assisted Living 3.8%/25 Month Refund

Addendum A to Residence and Care Agreement, dated _____
between Shenandoah Valley Westminster-Canterbury and _____
(Resident), for a **Life Care Agreement** with entry to Assisted Living with **3.8%/25 Month Refund Option**, for Apartment _____.

- A. Refund.** In the event Resident or Westminster-Canterbury terminates this Agreement, or in the event of the Resident's death, the refund shall be calculated as the Refund-Eligible Entrance Fee paid to Westminster-Canterbury less 3.8% thereof for each month after the Effective Date. No refund of any amount of the Refund-Eligible Entrance Fee shall be paid after (25) months following the Effective Date.
- B. Transfers Among Levels of Care.** Resident agrees to pay the Monthly Fee applicable to his/her Assisted Living apartment, whether residing in the Assisted Living apartment or in another level of care, as described by Section IX, Page 8, of this Agreement.

The signature below of the parties to this Agreement certifies that they have read, understood, and accepted this Addendum to the Residence and Care Agreement.

Signature of Resident

For Shenandoah Valley
Westminster-Canterbury

Signature of Resident

Date

Date

SHENANDOAH VALLEY WESTMINSTER-CANTERBURY
ASSISTED LIVING RESIDENCE AND CARE AGREEMENT - RENTAL
WAPPACOMO HALL – BLUE RIDGE HALL

THIS RESIDENCE AGREEMENT is made and entered into by and between SHENANDOAH VALLEY WESTMINSTER-CANTERBURY, (hereafter referred to as "Westminster-Canterbury" and/or the words "we", and "our"), and _____ (hereafter referred to as "Resident" and/or the words "you" and "your").

RECITAL:

Resident has made application for Assisted Living residence at Westminster-Canterbury and such application has been approved, subject to the provisions of this Agreement.

AGREEMENTS:

I. FACILITIES PROVIDED BY WESTMINSTER-CANTERBURY

- A. Living Accommodation.** Resident shall have a personal, non-assignable right to reside in Wappacomo Hall Assisted Living apartment _____ referred to as the "Residence").
- B. Furnishings.** We shall furnish wall-to-wall carpeting, emergency response system, and draperies shall be furnished by Westminster-Canterbury. Resident shall provide all other furnishings for the Residence subject to the supervision and approval of Westminster-Canterbury. Electrical and mechanical appliances, which you provide shall be U/L approved and subject to our approval.
- C. Westminster-Canterbury Facilities.** Resident may use, in common with others, the common areas of Wappacomo Hall provided for the use and enjoyment of residents.
- D. Personal Service Facilities.** An automatic washer and dryer for personal laundry are available.

II. SERVICES PROVIDED BY WESTMINSTER-CANTERBURY

- A. Assisted Living.** Resident shall receive assistance, when needed, with such activities as bathing, dressing, mobility, medication and other individualized personal care. Residents in Assisted Living can only require assistance with up to four (4) ADL's. Residents requiring assistance with more than four (4) ADL's will be transferred to the appropriate level of care.

- B. Utilities.** Westminster-Canterbury shall provide the utilities reasonably required in connection with the occupancy of the Residence (water, heating, electricity, and air conditioning) subject, however, to the availability of such services to Westminster-Canterbury. Basic or enhanced cable TV access and monthly telephone service is available for a fee.
- C. Meals.**
1. Westminster-Canterbury shall provide Resident with three meals per day, nutritionally well balanced, and served in the Wappacomo Hall dining room or other areas designated by Westminster-Canterbury.
 2. Special diets shall be provided only upon order of the Resident's physician. An extra charge may be made for special diets. Tray service may be provided on a temporary basis in your Residence if approved by Administration.
- D. Transportation.** Westminster-Canterbury shall provide scheduled transportation at established rates as it deems appropriate.
- E. Linen and Laundry.** Westminster-Canterbury shall provide bed linens and towels. While personal laundry is the responsibility of Resident, Westminster-Canterbury may provide this service (except for dry cleaning) at established rates.
- F. Housekeeping.** Westminster-Canterbury shall provide cleaning services as needed and trash disposal on a regular basis.
- G. Maintenance.** Necessary repairs, maintenance and replacement of property and equipment owned by Westminster-Canterbury shall be performed and provided by Westminster-Canterbury. Routine maintenance and replacement of property of Resident will be the responsibility of Resident.
- H. Redecoration.** Redecoration by Resident of the Residence will require the approval of Westminster-Canterbury and will be at the Resident's expense. Any replacement by Resident of the furnishings provided by Westminster-Canterbury vests title to such replacements in Westminster-Canterbury unless otherwise agreed to by Westminster-Canterbury in writing. You shall not make any alteration, addition, or improvement to the Residence or other buildings of Westminster-Canterbury, or construct or install any structures on the grounds of Westminster-Canterbury without our prior written consent, which may be granted subject to any conditions we may impose in our discretion. Unless it is agreed otherwise, you shall restore the Residence, other buildings and grounds to their original condition.

I. Grounds. Westminster-Canterbury shall furnish basic ground-keeping care including lawn service.

J. Safety.

1. Sprinkler and smoke detection systems shall be maintained throughout the building.
2. Emergency corridor lights shall be provided during power interruptions.
3. Security supervision of building and grounds shall be provided by Westminster-Canterbury, but we shall not be responsible for loss or damage to personal property.
4. Illuminated parking areas shall be provided adjacent to the building.
5. The bath shall have grab bars and an easy-to-operate, non-scalding water control.

K. Mail. Mail shall be delivered to the Resident's United States mailbox located on the first floor of Wappacomo Hall. An internal mail slot is located in the lobby of Wappacomo Hall for community correspondence.

L. Residence. An individual climate control shall be provided in each Residence for heating and air conditioning.

M. Programs. A program of social, recreational and religious activities shall be provided for interested residents.

N. Guests. You shall be permitted to invite guests for visits. A limited number of guest rooms shall be available at a reasonable rate for overnight stays by guests. We reserve the right to make rules regarding visits and guest behavior, and may limit or terminate a visit at any time for reasons we deem appropriate.

You may invite guests to any meal, subject to giving us prior notice in accordance with our rules and regulations referred to in Section VI. Guest meal charges shall be billed at their prevailing rate.

O. Beauty/Barber Shop. A beauty/barber shop will be provided for resident use. Services used will be billed monthly to Resident's account.

III. HEALTH SERVICES

A. Assessment. An assessment will be done on a regular basis by staff.

B. Outpatient Services. Westminster-Canterbury shall provide for an on-call physician to be available 24 hours a day. Resident is free to engage the services of a physician of his choice who may come to Westminster-Canterbury, subject to the rules of Westminster-Canterbury. Westminster-Canterbury may also arrange the services of other health professionals as it deems necessary, but Resident is free to engage the services of health professionals of his choice.

Charges for outpatient services, including consultation will be billed to Resident directly by the provider.

C. Westminster-Canterbury Health Center. Resident, while residing in Assisted Living, shall have preference over community (direct admission) applicants for available beds in the Westminster-Canterbury Health Center, it being understood that Westminster-Canterbury contract residents have priority for admission to the Westminster-Canterbury Health Center (see Section IX, Transfer).

IV. MEDICAL REPORT

Resident agrees to provide a physician's report with results of tuberculin testing to Westminster-Canterbury prior to admission and dated no more than thirty (30) days prior to admission. After admission Westminster-Canterbury may require a physician's report, acceptable to Westminster-Canterbury, following any hospitalization, and/or when Westminster-Canterbury determines that the Resident's health condition warrants such a report, or when required by a licensing agency.

V. OCCUPANCY AND FEES

A. Deposit (if applicable) Resident has paid an initial refundable deposit of \$1,000 to secure Resident's right to occupy the Residence. Resident acknowledges that the deposit will become non-refundable upon Resident's execution of this Agreement, provided that the deposit will be credited toward the Resident's first installment of the monthly fee set forth in Section V.B. below upon Resident's occupancy of the Residence.

B. Monthly Fee. Resident hereby agrees to pay to Westminster-Canterbury a monthly fee of \$_____. This fee is due and payable on a monthly basis on the first of each month. Resident shall be invoiced monthly for any services and supplies not normally provided as a part of the monthly fee. Invoices are payable upon receipt. A late fee of 1.5% will be charged on any outstanding balances if not paid within thirty (30) days of invoice.

C. Fee Adjustment. Westminster-Canterbury may adjust the schedule of fees at any time and Resident shall pay such adjusted fees. Westminster-Canterbury

shall give at least thirty (30) days' notice to Resident before any increase or decrease in fees becomes effective.

VI. RULES AND REGULATIONS

Westminster-Canterbury shall issue rules and regulations from time to time and shall deliver a copy thereof to you. You will abide by Westminster-Canterbury's rules and regulations and such reasonable amendments, modifications and changes of these rules and regulations as may hereafter be adopted by Westminster-Canterbury. Any rules and regulations adopted by Westminster-Canterbury shall be applied to all residents similarly situated without preference or prejudice to any resident or group of residents.

VII. RESIDENT'S RIGHTS AND PROPERTY

A. Resident's Rights. Although you are granted a right of occupancy of the Residence, this Agreement is not a lease, and you shall have no right, title or interest in any of our real or personal property.

B. Our Right of Entry. Resident agrees to give to duly authorized employees of Westminster-Canterbury the right of entry into Resident's apartment at all reasonable times to carry out Westminster-Canterbury's obligations under this Agreement for inspection and maintenance purposes and at any time for emergency purposes.

C. Disposition of Property on Transfer or Death of Resident. Upon termination of this Agreement due to death of the Resident, Resident's property must be removed within the number of days specified below:

Assisted Living unit (standard apartment)	15 days
Assisted Living unit (double apartment)	25 days
Health Care Unit	7 days

Upon permanent transfer to another level of care or termination of this Agreement due to withdrawal from the community, Resident agrees to the removal of his or her property within 7 days.

In the case of two or more persons occupying the apartment/cottage, this clause will only apply when all Residents who are signatures to this Agreement have died or permanently transferred out of the apartment/cottage or when this Agreement is terminated with respect to all such persons. After the termination date or expiration of the applicable time period above, Westminster-Canterbury may store such property at the expense and risk of Resident or Resident's estate, provided that we give ten (10) days' written notice of the storage to Resident's last known address. Westminster-Canterbury may offset any

amounts owed to it by the Residents for any storage expenses and any unpaid Monthly Fees against any refund due to Resident or Resident's estate.

- D. Insurance / Loss of Property.** The Resident is responsible for maintaining at all times his or her own health, personal, liability, automobile (if applicable) and other insurance coverage in adequate amounts. Westminster-Canterbury shall not be responsible for the loss of any property belonging to resident due to theft or any other cause, it being understood that the Resident shall have the responsibility for providing any insurance protection covering any such loss.
- E. Damage to Our Property.** You shall reimburse us for any costs incurred or damages suffered by us resulting from your carelessness, negligence, or wrongful acts, or those of your guests, or resulting from your pet or a pet belonging to your guest.
- F. Waiver of Liability.** You hereby release us from liability for your death, injury to your person, and injury to your property caused by any fire, theft, assault or other cause beyond our control and from any liability resulting from the negligence or wrongful acts of other residents of Westminster-Canterbury and their guests and hereby waive any claim which you or your estate may have against us arising there from.
- G. Acknowledgements.** By signing this Agreement, you acknowledge and agree that prior to signing this Agreement:
1. You have been provided with and have reviewed a copy of Westminster-Canterbury's Resident Handbook, and any questions that you had regarding the Resident Handbook have been answered to your satisfaction;
 2. You have been informed of the amount of notice required to be given by you prior to moving out of Wappacomo Hall and terminating this Agreement;
 3. You have been informed of Westminster-Canterbury's policies and procedures on weapons;
 4. You have been provided with and have reviewed a copy of Section 63.2-1808 of the Code of Virginia, Residents Rights and Responsibilities, and had the provisions of that statute explained to you by Westminster-Canterbury staff;
 5. You have been informed of Westminster-Canterbury's policies and procedures for implementing Section 63.2-1808 of the Code of Virginia, including the grievance policy and the transfer/discharge policy;
 6. You have been informed that residents may establish and maintain a resident's council, of the general purpose of such council, and that

Westminster-Canterbury is responsible for providing assistance with the formation and maintenance of such council;

7. You have been informed of Westminster-Canterbury's bed hold policy in the event you are temporarily transferred or moved from the facility;
8. You have been informed of Westminster-Canterbury's rules and restrictions regarding smoking on the premises;
9. You have been informed of Westminster-Canterbury's policies and procedures regarding the administration and storage of medications and dietary supplements;
10. You have received written assurance that Westminster-Canterbury can meet your care needs at the time you are admitted within the scope of its applicable state license.

VIII. MARITAL STATUS

Westminster-Canterbury has standard apartments licensed for one person, and deluxe apartments that are licensed for two (2) persons. You may not share a standard Residence with your spouse. You may share a deluxe unit Residence with your spouse or your spouse may live in an independent living unit within Westminster-Canterbury other than the Residence, subject to your spouse being eligible for admission to Westminster-Canterbury under our policies relative to age, health, and financial status. Your spouse shall execute an agreement with us upon such terms and conditions, as we shall require.

In the event that you wish to marry and your intended spouse is not eligible for admission to Westminster-Canterbury, you may either terminate this Agreement in accordance with Section X or may continue to occupy the Residence (or other appropriate part of Westminster-Canterbury) without your spouse being a resident of Westminster-Canterbury.

IX. TRANSFER FROM WESTMINSTER-CANTERBURY

Westminster-Canterbury may transfer Resident to a hospital or licensed nursing home in the event Resident's physical or mental condition warrants transfer, as determined by Westminster-Canterbury. Such transfer may be temporary or permanent. Transfer to a nursing home may be to the Westminster-Canterbury Health Center, if a bed is available, or to another nursing facility selected by the resident or Westminster-Canterbury. Except in the event of a medical emergency, Westminster-Canterbury agrees to consult with Resident's family and physician prior to transfer as to the reasons for transfer and proposed place of transfer. Resident may guarantee return to Westminster-Canterbury Assisted Living by paying the monthly fee stated in Section V.C.

X. TERM AND TERMINATION

- A. Termination by You.** Resident may terminate this Agreement, for any reason, upon thirty (30) days' written notice to Westminster-Canterbury.
- B. Termination by Death.** In the event of the death of the Resident, this Agreement will terminate and a refund will be made if applicable.
- C. Additional Payments.** Resident will be liable for all charges accrued or incurred through the effective date of termination regardless of whether Resident vacates the Residence prior to the effective date and regardless of whether Westminster-Canterbury or Resident terminates this Agreement.
- D. Termination by Us.** Westminster-Canterbury may terminate this Agreement prior to the expiration of its terms for good cause. Good cause for the purpose of this Agreement is defined as:
1. Resident requires care or services that Westminster-Canterbury is not licensed to provide.
 2. Resident is habitually disruptive, creates unsafe conditions, is physically or verbally abusive to other residents or staff, or otherwise endangers the welfare of other residents.
 3. Resident fails to pay fees and charges when due, or breaches any representation, covenant, agreement, or obligation of Resident under this Agreement.
 4. Resident is to be permanently transferred or discharged from Assisted Living by reason of his mental or physical condition as provided in Section IX.

If Westminster-Canterbury intends to cancel this Agreement and terminate occupancy of the Assisted Living Unit, it will give Resident fourteen (14) days' advance written notice of this fact, including the reason for this action. During this time, Resident will have the opportunity to remedy the cause for such termination. If the cause for termination still exists at the end of this fourteen-day period, the contract will be terminated.

XI. MISCELLANEOUS; REPRESENTATIONS

- A. Confidentiality of Personal Information.** We shall hold in strict confidence all personal and financial information supplied by you. However, you authorize us to release information relating to your physical and mental condition to health professionals and to such other persons in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

- B. Representations as to Statements.** The application and the statements of finances and health history of Resident filed with Westminster-Canterbury are incorporated in this Agreement by this reference and all statements therein are deemed to be representations by Resident as of the date made. Resident represents that there have been no material changes in the information provided since the date thereof.
- C. Durable Power of Attorney.** Resident agrees to execute before a Notary Public and maintain in effect a Durable Power of Attorney valid under Virginia law. This Durable Power of Attorney shall designate as attorney-in-fact a bank, lawyer, relative or other responsible person or persons, of Resident's choice, to act for Resident in managing Resident's financial affairs and filing for insurance or other benefits, as fully and completely as Resident would if acting personally. This attorney-in-fact designation shall be in a form which survives Resident's incapacity or disability and shall be otherwise satisfactory to Westminster-Canterbury. Resident will deliver a fully executed copy of the Durable Power of Attorney to Westminster-Canterbury prior to occupancy of the Residence.
- D. Waiver of One Breach not a Waiver of Any Other.** The failure of Westminster-Canterbury in any one or more instances to insist upon the strict performance, observance or compliance by Resident with any of the terms or provisions of this Agreement or its waiver of the breach by Resident of any terms or provisions of this Agreement shall not be construed to be a waiver or relinquishment by Westminster-Canterbury of its right to insist upon strict compliance by Resident with all of the terms and provisions of this Agreement. Westminster-Canterbury's representatives have made no promises or representations with respect to the Residence, any facilities of Westminster-Canterbury, refunds, or any of Westminster-Canterbury's promises or undertakings with respect to the care of Resident except specifically set forth herein.
- E. Indebtedness of Resident.** Westminster-Canterbury shall not be liable or responsible for any expense incurred or debt or obligation of any kind contracted by Resident on his own account. Westminster-Canterbury is not obligated to furnish, supply or give Resident any support, maintenance, board or lodging when Resident is absent from Westminster-Canterbury, nor any credit for absence from lodging, except upon the prior written approval of Westminster-Canterbury, and in accordance with such regulations as Westminster-Canterbury may adopt.
- F. Authority of Westminster-Canterbury.** All authority with regard to admission, dismissal and adjustments in fees and accommodations shall be vested in Westminster-Canterbury. Resident shall not have the right at any time to object to Westminster-Canterbury's dismissal or fees charged to any other resident.

G. Gender. All references herein to masculine pronouns and adjectives shall be deemed to include the feminine.

H. Statement of Non-Discrimination. Race, color, sex, religion, disability, and national origin have no bearing upon your acceptance or rejection for admission, the execution of this Agreement, or normal conduct of business by us.

I. Construction; Binding Effect. This Agreement constitutes the entire contract between the parties and no waiver or modification of any of the terms and conditions hereof shall be valid unless written upon or reduced to writing and attached to this Agreement and signed by all parties hereto. The parties further agree that the laws of the Commonwealth of Virginia shall govern all of their rights and duties under this Agreement including, without limitation the validity of this Agreement, the capacity of the parties thereto, the form of the Agreement, the interpretation of its language and any questions concerning its performance and discharge. The covenants and conditions contained in this Agreement shall bind and inure to the benefit of Westminster-Canterbury and Resident and their respective heirs, distributees, executors, administrators, committees and successors.

IN WITNESS WHEREOF, Westminster-Canterbury and Resident have executed and delivered this Agreement on _____, _____ (Month, Date, Year)

WITNESS:

SHENANDOAH VALLEY
WESTMINSTER-CANTERBURY

_____ By: _____

Its: _____

WITNESS:

Resident

SHENANDOAH VALLEY WESTMINSTER-CANTERBURY

ADMISSIONS AGREEMENT

HEALTH CENTER – PER DIEM RESIDENTS

THIS ADMISSIONS AGREEMENT is made and entered into by and between SHENANDOAH VALLEY WESTMINSTER-CANTERBURY (hereafter referred to as "Westminster-Canterbury" and/or the words "we", and "our") and _____ (hereafter referred to as "Per Diem Resident").

RECITAL:

Resident has made an application for admission to the Health Center of Westminster-Canterbury and such application has been approved subject to the provisions of this Agreement.

AGREEMENTS:

1. During Per Diem Resident's occupancy at the Health Center, Westminster-Canterbury agrees to provide Per Diem Resident the following services, facilities, and care:
 - a. Furnished room in the Health Center;
 - b. Three nutritionally well-balanced meals per day plus snacks, though resident has a wide variety of choices; therapeutic diets prepared upon physician's orders;
 - c. Personal assistance with activities of daily living including mobility, dining, dressing, toileting, hygiene;
 - d. Medical direction;
 - e. Social services;
 - f. Safety features in compliance with all governmental requirements;
 - g. Utility services (except telephone);
 - h. Use of common facilities including lounges, craft and activities areas, dining areas, library, and parking areas for residents and guests;
 - i. Planned activities;
 - j. Housekeeping, building, janitor, and maintenance services, and grounds maintenance;
 - k. Wall-to-wall carpeting or other suitable floor covering, and draperies;
 - l. Linens;
 - m. In the nursing care section only, 24-hour per day nursing care supervised by a licensed nurse.

The cost of these services shall be included in the current daily rate of \$_____ per day. The current rate schedule is subject to change by Westminster-Canterbury on sixty (60) days' written notice to the Per Diem Resident. The daily rate schedule

shall also set forth the current charges for additional services not covered by the daily rate.

2. The Per Diem Resident will be billed for one month's room and board in advance. Monthly billing is made on the first of each month and is due by the tenth of that month. Charges for additional services are billed individually as used during the previous month. If the Per Diem Resident does not pay the monthly billing by the date it is due, then the Per Diem Resident will be in default. In the event of default in payment under these terms, the Per Diem Resident agrees to pay interest from the date of default at the rate of 1-½% per month plus attorney fees, court costs, and all other costs and expenses incurred by Westminster-Canterbury in enforcing this Agreement to the extent not prohibited by applicable law.

Residents receiving Medicaid benefits will be billed on a monthly basis at the rate schedule set by the Department of Social Services. Personal hygiene supplies will be billed individually as used during the previous month.

Refunds will be made thirty days after all outstanding payments have been collected.

3. Per Diem Resident agrees to pay daily rate for Health Center when he/she can no longer receive skilled services.
4. Per Diem Resident agrees to be responsible for selecting his/her attending physician (a physician acceptable to Westminster-Canterbury) and for paying such physician's charges for services rendered. In the event Per Diem Resident fails to select such a physician, or the physician selected is not acceptable to Westminster-Canterbury, or is not available in the event of an emergency (as determined solely by Westminster-Canterbury), Per Diem Resident agrees that Westminster-Canterbury may obtain the services of a physician of its choosing to attend to Per Diem Resident, which physician's charges the Per Diem Resident agrees to pay.
5. Per Diem Resident agrees that he/she may be transferred from one location to another within The Health Center whenever deemed necessary or desirable by Westminster-Canterbury for the physical, mental, emotional, or social needs of Per Diem Resident.
6. Per Diem Resident acknowledges that Westminster-Canterbury strives to be a restraint free facility and agrees that any form of restraints will be employed only in emergency circumstances and for brief intervals when all other less restrictive measures are ineffective.
7. Westminster-Canterbury reserves the right to remove a Per Diem Resident for reasons such as, but not limited to, the following:
 - a. the contraction of communicable disease;
 - b. mental or physical illness beyond the scope of Westminster-Canterbury to care for without jeopardizing the safety of other residents, as verified by a competent doctor or psychiatrist;

- c. the development of offensive personal habits, such as drug addiction, alcoholism, or inability to live peaceably with other residents;
- d. non-payment of charge for occupancy; or
- e. other material breach of contract.

Except in cases of emergency, the Per Diem Resident, the attending physician, and the Per Diem Resident's Power of Attorney, will be given thirty (30) days' advance written notice of the Per Diem Resident's discharge from the Health Center.

- 8. Westminster-Canterbury agrees to exercise reasonable efforts to safeguard Per Diem Resident's personal property but it shall not be responsible for any theft, loss, or damage, to any such personal property. Per Diem Resident agrees to affix name tags or other appropriate identification to all items of personal property and, whenever possible, to store all jewelry, cash, and other items of significant value, in the safe located in the room or one maintained by Westminster-Canterbury for such purposes.
- 9. Westminster-Canterbury or its agents may take Per Diem Resident on shopping trips, field trips, and other outings, unless instructed otherwise by Per Diem Resident's physician.
- 10. Per Diem Resident shall have the right to terminate this Agreement and make other living arrangements at any time, provided, however, that except in the event of an emergency, Per Diem Resident shall give Westminster-Canterbury five (5) days' prior written notice of termination.
- 11. Per Diem Resident acknowledges and agrees that any transfer from the Health whether voluntary, involuntary, or for any reason, shall not relieve Per Diem of his/her obligation to pay Westminster-Canterbury for all services provided or expenses incurred in connection with this Agreement.
- 12. Per Diem Resident agrees to provide Westminster-Canterbury upon request his/her personal financial statement in a form satisfactory to Westminster-Canterbury so that it may determine to its satisfaction Per Diem Resident's ability to make payment for services provided in connection with this Agreement.
- 13. Per Diem Resident agrees to notify the Westminster-Canterbury Director of Resident Services upon applying for benefits under the Virginia Medical Assistance (Medicaid) Program. Westminster-Canterbury agrees to assist Per Diem Resident upon request in the filing of applications for payment under the Virginia Medical Assistance Program and other health insurance or similar programs for services rendered by Westminster-Canterbury. Per Diem Resident agrees that he/she shall upon request execute appropriate assignments of any such benefits to Westminster-Canterbury but shall nevertheless remain primarily responsible for charges for such service.
- 14. Per Diem Resident agrees to execute before a Notary Public and maintain in effect a Durable Power of Attorney valid under Virginia law. This Durable Power of Attorney

shall designate as Per Diem Resident's attorney-in-fact a bank, lawyer, relative or other responsible person or persons, of Per Diem Resident's choice, to act for Per Diem Resident in managing Per Diem Resident's financial affairs and filing for insurance or other benefits, as fully and completely as Per Diem Resident would if acting personally. This attorney-in-fact designation shall be in a form which survives Per Diem Resident's incapacity or disability and shall be otherwise satisfactory to Westminster-Canterbury. Per Diem Resident shall deliver to Westminster-Canterbury a fully executed counterpart of such Durable Power of Attorney prior to occupancy at the Health Center.

15. This Agreement is not a lease and does not create any interest in the real estate or the property owned by Westminster-Canterbury and the right of occupancy does not inure to the benefit of the heirs, assignees, or representatives of the Per Diem Resident. Per Diem Resident may not assign the unit to another.
16. The management of Westminster-Canterbury, including all arrangements and authority regarding admission, cancellation, adjustments or rates, and accommodations for other residents, shall be vested solely in Westminster-Canterbury and Per Diem Resident shall have no right to object to arrangements for any other resident.
17. Per Diem Resident agrees to comply with the operating procedures, all rules and regulations now existing, and reasonable amendments thereto, including the following specific procedures:
 - a. Per Diem Resident will cooperate in keeping the premises in good repair and shall make no alterations or additions without written permission of Westminster-Canterbury and any such alteration or addition will be at Per Diem Resident's expense. Improvements which become fixtures shall become the property of Westminster-Canterbury and remain with the premises;
 - b. Per Diem Resident shall notify Westminster-Canterbury in advance of any absences;
 - c. Per Diem Resident agrees to give duly authorized representatives of Westminster-Canterbury the right of entry into the unit at reasonable times for management purposes (including but not limited to maintenance and cleaning) or at any time for safety or emergencies;
 - d. Per Diem Resident will be allowed to have pets only if the resident is able to comply with Westminster-Canterbury's pet policy for health care residents.
 - e. Per Diem Resident shall provide his/her own clothing and personal necessities;
 - f. In the event of injury or damage of any kind and to any extent whatsoever to Westminster-Canterbury or to any resident by reason of Per Diem Resident's negligent actions that Per Diem Resident, or the person financially responsible, shall provide immediate reimbursement and indemnification to Westminster-Canterbury for any and all said injury or damage sustained;
 - g. It is understood and agreed that Per Diem Resident's statement of age and all statements in the application forms are part of this Agreement and any material

misrepresentations or omissions made by the Per Diem Resident in connection therewith may render this Agreement null and void at the option of Westminster-Canterbury; and

- h. Prior to admission, the Per Diem Resident shall make legal arrangements through Power Of Attorney or other such instrument satisfactory to Westminster-Canterbury for payment of bills in the event the Per Diem Resident is unable to handle his/her own affairs.
18. All furnishings and personal possessions brought into Westminster-Canterbury by the Per Diem Resident shall at the time of the Per Diem Resident's death or withdrawal revert to the Per Diem Resident or the Per Diem Resident's estate and shall be removed within seven (7) days from the Health Center Residence. In the event that such property is not removed, Westminster-Canterbury shall have the right to remove and store such property at Resident's expense or at the expense of his estate for a period of thirty (30) days and thereafter, if such property is not claimed, title to such property shall be vested in Westminster-Canterbury and it shall be disposed of as Westminster-Canterbury in its discretion deems appropriate, without any liability to Resident or his estate.

The undersigned Per Diem Resident acknowledges that he/she has read this Agreement, understands its contents, and agrees to be bound thereby, and Westminster-Canterbury acting by and through a duly authorized officer or agent also agrees to be bound by this Agreement, and both execute this Agreement as of the date(s) shown below:

Signature of Per Diem Resident

Date

Name - Print

SHENANDOAH VALLEY
WESTMINSTER-CANTERBURY

Representative

Date

Title

**WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY
AND SUBSIDIARY**

**CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

YEARS ENDED DECEMBER 31, 2023 AND 2022



CPAs | CONSULTANTS | WEALTH ADVISORS

CLACconnect.com

**WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Westminster-Canterbury of Winchester, Inc.
dba: Shenandoah Valley Westminster-Canterbury and Subsidiary
Winchester, Virginia

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Westminster-Canterbury of Winchester, Inc. dba: Shenandoah Valley Westminster-Canterbury and Subsidiary (the Corporation), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Corporation as of December 31, 2023 and 2022, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

Board of Trustees
Westminster-Canterbury of Winchester, Inc.,
dba: Shenandoah Valley Westminster-Canterbury and Subsidiary

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with GAAS, we:

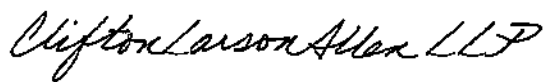
- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures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

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

Board of Trustees
Westminster-Canterbury of Winchester, Inc.,
dba: Shenandoah Valley Westminster-Canterbury and Subsidiary

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating balance sheet, consolidating statement of operations, and consolidating statement of changes in net assets are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

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

CliftonLarsonAllen LLP

Raleigh, North Carolina
April 15, 2024

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 3,950,558	\$ 1,638,837
Accounts Receivable - Residents	577,018	752,395
Advance Fees Receivable	5,218,740	174,466
Assets Limited as to Use	21,891,372	4,333,699
Other Current Assets	<u>986,794</u>	<u>846,621</u>
Total Current Assets	32,624,482	7,746,018
 PROPERTY AND EQUIPMENT, NET	 149,978,664	 91,898,603
 OTHER ASSETS		
Long-Term Investments	39,706,164	48,289,144
Restricted Investments	1,841,400	1,635,633
Interest Rate Swap Asset	1,134,696	3,439,163
Other Long-Term Assets	<u>88,663</u>	<u>88,663</u>
Total Other Assets	42,770,923	53,452,603
 Total Assets	 <u><u>\$ 225,374,069</u></u>	 <u><u>\$ 153,097,224</u></u>

See accompanying Notes to Consolidated Financial Statements.

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS (CONTINUED)
DECEMBER 31, 2023 AND 2022

LIABILITIES AND NET ASSETS	<u>2023</u>	<u>2022</u>
CURRENT LIABILITIES		
Accounts Payable and Accrued Expenses	\$ 9,735,029	\$ 5,973,690
Accrued Bond Interest Payable	320,466	129,567
Resident Deposits	3,163,143	4,333,699
Current Portion of Refundable Entrance Fees	321,244	486,590
Current Maturities of Long-Term Debt	<u>12,538,097</u>	<u>2,152,138</u>
Total Current Liabilities	26,077,979	13,075,684
OTHER LIABILITIES		
Long-Term Debt, Less Current Maturities and Debt Issuance Costs	81,056,894	47,059,013
Refundable Advance Admission Deposits	3,542,022	4,074,072
Deferred Revenue from Advance Fees	<u>77,877,778</u>	<u>54,954,634</u>
Total Other Liabilities	162,476,694	106,087,719
Total Liabilities	188,554,673	119,163,403
NET ASSETS		
Without Donor Restrictions:		
Undesignated	26,170,617	24,630,079
Designated by Board for Endowment	<u>1,000,000</u>	<u>1,000,000</u>
Total Net Assets Without Donor Restrictions	27,170,617	25,630,079
With Donor Restrictions	<u>9,648,779</u>	<u>8,303,742</u>
Total Net Assets	36,819,396	33,933,821
Total Liabilities and Net Assets	<u><u>\$ 225,374,069</u></u>	<u><u>\$ 153,097,224</u></u>

See accompanying Notes to Consolidated Financial Statements.

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
REVENUES, GAINS, AND OTHER SUPPORT		
Monthly Resident Fees	\$ 13,823,968	\$ 13,112,781
Amortization of Deferred Revenue from Advance Fees	7,597,149	7,738,887
Health Care Services	4,427,717	4,106,282
Assisted Living Services	3,397,385	3,163,208
Contributions	464,894	34,910
Net Assets Released from Restrictions for Operations	367,122	313,731
Other	3,107,615	1,091,360
Total Revenue, Gains, and Other Support	33,185,850	29,561,159
EXPENSES		
Health Care Services	7,584,165	6,894,151
Dining Services	4,920,259	4,334,076
Environmental Services	3,251,016	3,033,047
Housekeeping and Laundry	1,312,516	1,376,201
Resident Services	966,432	946,279
General and Administrative	6,149,257	5,609,711
Marketing	751,940	805,867
Depreciation	6,968,256	5,640,928
Interest	1,278,278	747,005
Fellowship Assistance	281,179	217,351
Other Fund Expenses	172,002	100,822
Total Expenses	33,635,300	29,705,438
OPERATING LOSS	(449,450)	(144,279)
NONOPERATING INCOME (LOSS)		
Investment Return, Net	1,243,405	1,585,839
Change in Unrealized Gains (Loss) on Investments	3,037,499	(5,836,800)
Unrealized Gain (Loss) on Interest Rate Swap	(2,304,466)	3,843,660
Endowment Fund Contributions	-	5,000
Gain on Disposal of Property and Equipment	12,000	88,966
Total Nonoperating Income (Loss)	1,988,438	(313,335)
EXCESS (DEFICIT) OF REVENUES, GAINS, AND OTHER SUPPORT OVER (UNDER) EXPENSES	1,538,988	(457,614)
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
Net Assets Released from Restrictions for Capital	1,550	134,945
Total Change in Net Assets Without Donor Restrictions	\$ 1,540,538	\$ (322,669)

See accompanying Notes to Consolidated Financial Statements.

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Excess (Deficit) of Revenues, Gains, and Other Support		
Over (Under) Expenses	\$ 1,538,988	\$ (457,614)
Net Assets Released from Restrictions for Capital	<u>1,550</u>	<u>134,945</u>
Change in Net Assets Without Donor Restrictions	<u>1,540,538</u>	<u>(322,669)</u>
NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	405,127	311,137
Net Assets Released from Restrictions for Operations	(367,122)	(313,731)
Net Assets Released from Restrictions for Capital	(1,550)	(134,945)
Investment Return, Net	(65,522)	313,831
Change in Unrealized Gains (Losses) on Investments	<u>1,374,104</u>	<u>(1,801,650)</u>
Change in Net Assets With Donor Restrictions	<u>1,345,037</u>	<u>(1,625,358)</u>
CHANGE IN NET ASSETS	2,885,575	(1,948,027)
Net Assets - Beginning of Year	<u>33,933,821</u>	<u>35,881,848</u>
NET ASSETS - END OF YEAR	<u><u>\$ 36,819,396</u></u>	<u><u>\$ 33,933,821</u></u>

See accompanying Notes to Consolidated Financial Statements.

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 2,885,575	\$ (1,948,027)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Amortization of Deferred Revenue from Advance Fees	(7,597,149)	(7,738,887)
Proceeds from Advance Fees	25,861,499	5,895,139
Depreciation and Amortization	7,074,626	5,692,009
Realized (Gains) Losses on Investments	228,479	(990,433)
Unrealized (Gains) Losses on Investments	(4,411,603)	7,638,450
Unrealized (Gains) Losses on Interest Rate Swap	2,304,467	(3,843,661)
Donor Restricted Contributions	(405,127)	(311,137)
(Increase) Decrease in:		
Accounts Receivable, Net	175,377	(214,461)
Other Assets	(140,173)	(36,494)
Increase (Decrease) in:		
Accounts Payable and Accrued Expenses	2,021,060	(49,216)
Accrued Bond Interest Payable	190,899	70,949
Resident Deposits	(1,170,556)	1,248,360
Net Cash Provided by Operating Activities	27,017,374	5,412,591
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(63,308,038)	(26,672,315)
Purchases of Investments	(2,909,663)	(8,235,654)
Proceeds from Sales of Investments	15,470,000	10,814,200
Net Change in Assets Limited as to Use	(17,557,673)	(1,248,360)
Net Cash Used by Investing Activities	(68,305,374)	(25,342,129)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal Repayments on Long-Term Debt	(1,865,820)	(1,990,109)
Proceeds from Issuance of Long-Term Debt	46,850,640	22,888,208
Cash Paid for Bond Issuance Costs	(707,350)	(881,156)
Refunds of Deposits and Refundable Fees, Net	(1,082,876)	(1,138,478)
Donor Restricted Contributions	405,127	311,137
Net Cash Provided by Financing Activities	43,599,721	19,189,602
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	2,311,721	(739,936)
Cash and Cash Equivalents - Beginning of Year	1,638,837	2,378,773
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 3,950,558</u>	<u>\$ 1,638,837</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash Paid for Interest	<u>\$ 1,728,311</u>	<u>\$ 935,190</u>
Property and Equipment Additions in Accounts Payable	<u>\$ 6,145,186</u>	<u>\$ 4,404,907</u>

See accompanying Notes to Consolidated Financial Statements.

**WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

Westminster-Canterbury of Winchester, Inc. dba: Shenandoah Valley Westminster-Canterbury (Westminster-Canterbury) is incorporated as a nonprofit, nonstock corporation under the laws of the Commonwealth of Virginia. Westminster-Canterbury, located in Winchester, Virginia, provides housing, health care, and other related services to residents through the operation of a retirement community containing 164 apartments, 53 cottages, 48 villa style apartments, a 51-bed health care facility, 12 memory-impaired living units, and a 48-unit assisted living facility.

Shenandoah Valley Westminster-Canterbury Foundation (the Foundation) began operations in 2016 as a nonprofit Virginia nonstock corporation. The Foundation was established to increase the ability of Westminster-Canterbury to provide fellowship assistance to qualified individuals. The Foundation is a self-supporting, tax-exempt organization that raises funds to support the programs of Westminster-Canterbury.

Principles of Consolidation

The consolidated financial statements consist of the accounts of Westminster-Canterbury and the Foundation, collectively referred to as the "Corporation." Significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

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

Cash and Cash Equivalents

The Corporation considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents.

Assets Limited as to Use

Assets limited as to use include resident entrance fee deposits. Assets limited as to use are carried at fair market value.

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Investments

The Corporation carries investments in marketable equities, bonds, and other investments at fair value, as determined by quoted values, on its balance sheet. Cost used in the determination of gains and losses on sales of investments is based on the specific cost of the investment sold. Investment income (including realized gains and losses on investments, interest, and dividends) and unrealized gains and losses on investments are included in nonoperating income (loss) unless restricted by donor or law.

Management reviews the marketable securities portfolio and evaluates whether declines in fair value of securities should be considered other than temporary. Factored into this evaluation are the general market conditions, the issuer's financial condition and near-term prospects, and the length of time and extent to which the market value has been less than cost. Declines in fair value below cost that are deemed to be other than temporary are included in the accompanying consolidated statements of operations as a component of operating income.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are reported net of an allowance for credit losses to represent the Corporation's estimate of expected losses at the consolidated balance sheet date. The adequacy of the Corporation's allowance for credit losses is reviewed on an ongoing basis, using historical payment trends, write-off experience, analyses of receivable portfolios by payor source and aging of receivables, a review of specific accounts, as well as expected future economic conditions and market trends, and adjustments are made to the allowance as necessary.

Residents are not required to provide collateral for services rendered. Payment for services is required within 30 days of receipt of invoice or claim submitted. Accounts more than 60 days past due are individually analyzed for collectability. When all collection efforts have been exhausted, the account is written off against the related allowance. The Corporation did not provide an allowance for credit losses as of December 31, 2023 or 2022.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable assets and is computed using the straight-line method. Capital expenditures greater than \$1,000 are capitalized and depreciated over the life of the asset. The cost of maintenance and repairs is charged against operations when incurred, whereas significant renewals or betterments are capitalized. The general range of estimated lives for the buildings and land improvements is 20 to 40 years and 3 to 10 years for furniture and equipment.

Interest expense is capitalized on the Corporation's assets which were acquired with tax-exempt debt. The Corporation capitalizes interest expense incurred from the date of the borrowing until completion of the project and offsets that amount with interest earned on invested proceeds over the same period. Capitalized Interest was approximately \$1,728,000 and \$231,000 for the years ended December 31, 2023 and 2022, respectively.

**WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Deferred Financing Costs

Financing costs incurred in connection with the issuance of long-term debt are deferred and amortized using the effective interest method over the term of the related indebtedness. Amortization of financing costs was approximately \$106,000 and \$51,000 for the years ended December 31, 2023 and 2022, respectively. These amounts are presented as a reduction to long-term debt (see Note 6) in the accompanying consolidated balance sheets.

Advertising Costs

Advertising costs are charged to operations as incurred. Advertising costs were approximately \$457,000 and \$521,000 for the years ended December 31, 2023 and 2022, respectively.

Deferred Revenue from Advance Fees

Fees paid by a resident upon entering into a contract, net of the estimated 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. No amortization is recorded on the refundable portion of advance fees.

Obligation to Provide Future Services

The Corporation annually calculates the present value of the net cost of future services and the use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from entrance fees. If the present value of the net cost of future services and the uses of facilities exceeds the deferred revenue from entrance fees, a liability is recorded (obligation to provide future services and use of facilities) with a corresponding charge to income. This calculation did not result in a liability as of December 31, 2023 or 2022.

Net Assets

Net assets and related revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions as follows:

Net Assets Without Donor Restrictions – Net assets that are not subject to donor-imposed stipulations. At times, the governing board may designate, from net assets without donor restrictions, net assets for a board-designated endowment or other purposes.

Net Assets With Donor Restrictions – Net assets subject to donor restrictions that are either restricted in perpetuity, time restricted, or restricted for certain purposes.

Revenues are reported as increases in net assets without donor restrictions unless the use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions.

**WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Uniform Prudent Management of Institutional Funds Act

During fiscal year 2012, the Uniform Prudent Management of Institutional Funds Act (UPMIFA) became effective in the Commonwealth of Virginia. In August 2008, the Financial Accounting Standards Board (FASB) released the nonprofit accounting standard for reporting of endowment funds (the UPMIFA Standard), which is intended to improve the quality and consistency of financial reporting of endowments held by nonprofit organizations. Under UPMIFA, all unappropriated endowment funds are considered restricted.

Revenue Recognition

The Corporation follows Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)* (ASU 2014-09). ASU 2014-09's core principal is that an entity will recognize revenue from contracts with customers when it transfers goods or services in an amount that reflects the consideration to which the entity expects to be entitled in exchange for transferring those goods or services. The five-step model defined by ASU 2014-09 requires the Corporation to (i) identify the contracts with the customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract and (v) recognize revenue when each performance obligation is satisfied.

Revenue is primarily derived from goods and services rendered to its residents on its campus. The Corporation is using a portfolio approach to group contracts with similar characteristics and analyze historical cash collection trends. The Corporation evaluated the nature, amount, timing and uncertainty of revenue and cash flows using the five-step process noted above.

Donor-Restricted Gifts

Contributions received are recorded as increases in net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor restrictions. The Corporation reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations as net assets released from restrictions.

Excess (Deficit) of Revenues, Gains, and Other Support Over (Under) Expenses

The consolidated statements of operations include the excess of revenues, gains, and other support over expenses. Changes in net assets without donor restrictions which are excluded from excess of revenues, gains, and other support over expenses, consistent with industry practice, include permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets, including assets acquired using contributions which by donor restriction were to be used for purposes of acquiring such assets.

**WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Income Tax Status

Westminster-Canterbury and the Foundation are nonprofit corporations as described in Section 501(c)(3) of the Internal Revenue Code (IRC) and are exempt from federal income taxes pursuant to Section 501(a) of IRC. They are not classified as private foundations.

Westminster-Canterbury and the Foundation file as tax-exempt organizations. Management is not aware of any activities that would jeopardize the tax-exempt status of Westminster-Canterbury or the Foundation. Management is not aware of any significant activities that are subject to tax on unrelated business income or excise or other taxes.

Westminster-Canterbury and the Foundation follow the income tax standard regarding the recognition and measurement of uncertain tax positions, which clarifies the accounting for uncertainty in income taxes recognized in an entity's consolidated financial statements and prescribes a recognition threshold and measurement principles for the consolidated financial statement recognition and measurement of tax positions taken or expected to be taken on a tax return that are not certain to be realized. Management has determined that it does not have any material uncertain tax positions as of December 31, 2023 or 2022.

Fair Value of Financial Instruments

Fair value measurement applies to reported balances that are required or permitted to be measured at fair value under an existing accounting standard. The Corporation emphasizes that fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability and establishes a fair value hierarchy. The fair value hierarchy consists of three levels of inputs that may be used to measure fair value as follows:

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

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

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

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Fair Value of Financial Instruments (Continued)

Fair value measurement is based upon quoted prices, if available. If quoted prices are not available, fair values are measured using independent pricing models or other model-based valuation techniques such as the present value of future cash flows, adjusted for the security's credit rating, prepayment assumptions, and other factors such as credit loss assumptions. Securities valued using Level 1 inputs include those traded on an active exchange, such as the New York Stock Exchange, as well as U.S. Treasury and other U.S. government and agency mortgage backed securities that are traded by dealers or brokers in active over-the-counter markets. The Corporation does not have any securities that are valued using Level 2 inputs. Securities valued using Level 3 inputs include pooled investment accounts with a mixture of assets held as described in Note 13.

The Corporation also follows guidance that allows reporting certain financial instruments at fair value. The standard allows entities the irrevocable option to elect fair value for the initial and subsequent measurement for certain financial assets and liabilities on an instrument-by-instrument basis. The Corporation has not elected to measure any existing financial instruments at fair value under this option. However, it may elect to measure newly acquired financial instruments at fair value in the future.

Benevolent Assistance

The Corporation provides benevolent assistance from its Fellowship Fund (the Fund). The Corporation's policy is to identify residents who are unable to pay and subsidize the charges for entrance fees and/or services provided to those residents. Such residents are identified based on financial information obtained from the resident and subsequent review and analysis.

The Corporation has estimated its direct and indirect costs of providing Fund assistance under its policy. In order to estimate the cost of providing such care, management took direct costs combined with an allocation of indirect costs using methods based upon resident census, meals provided, laundry usage, staffing patterns, and square footage. Using these allocation methodologies, the Corporation has estimated the costs for services under the Corporation's Fellowship Fund assistance policy to be approximately \$499,000 and \$460,000 for the years ended December 31, 2023 and 2022, respectively.

The Corporation received approximately \$175,000 and \$113,000 to subsidize the costs of providing benevolent assistance under its Fellowship Fund assistance policy for the years ended December 31, 2023 and 2022, respectively.

**WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Leases

The Corporation determines if an arrangement is a lease at inception. Operating leases are included in right-of-use ("ROU") assets – operating and lease liability – operating, and finance leases are included in right-of-use ("ROU") assets – financing and lease liability – financing in the consolidated balance sheet.

ROU assets represent the Corporation's right to use an underlying asset for the lease term and lease liabilities represent the Corporation's obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Corporation will exercise that option. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. The Corporation determined that there were no material ROU assets and liabilities as of December 31, 2023 and 2022.

Adoption of New Accounting Standards

The Corporation has adopted ASU 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, as amended, which modifies the measurement of expected credit losses. The Corporation adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Corporation's consolidated financial statements but did change how the allowance for credit losses is determined.

Subsequent Events

The Corporation has evaluated subsequent events for recognition or disclosure through April 15, 2024, the date that the consolidated financial statements were available to be issued.

NOTE 2 RESIDENT AND HEALTH CARE SERVICES REVENUE

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

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 2 RESIDENT AND HEALTH CARE SERVICES REVENUE (CONTINUED)

Performance obligations are determined based on the nature of the services provided by the Corporation. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. The Corporation believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to services provided to residents in the facility. The Corporation considers daily services provided to residents of the skilled nursing facility, and monthly rental for housing services as a separate performance obligation and measures this on a monthly basis, or upon move-out within the month, whichever is shorter. Nonrefundable entrance fees are considered to contain a material right associated with access to future services, which is the related performance obligation. Revenue from nonrefundable entrance fees is recognized ratably in future periods covering a resident's life expectancy using a time-based measurement. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to the residents and customers in a retail setting (for example, gift shop and cafeteria meals) and the Corporation does not believe it is required to provide additional goods or services related to that sale.

The Corporation determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Corporation's policy and/or implicit price concessions provided to residents. The Corporation determines its estimates of contractual adjustments based on contractual agreements, its policies, and historical experience. The Corporation determines its estimate of implicit price concessions based on its historical experience.

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

Medicare

The Corporation participates in the Medicare program. This federal program is administered by the Centers for Medicare and Medicaid Services (CMS). The Corporation is paid under the Medicare Prospective Payment System (PPS) for residents who are Medicare Part A eligible and meet the coverage guidelines for skilled nursing facility services. The PPS is a per diem price-based system. Annual cost reports are required to be submitted to the designated Medicare Administrative Contractor; however, they do not contain a cost settlement. CMS finalized the Patient Driven Payment Model (PDPM) to replace the existing Medicare reimbursement system effective October 1, 2019. Under PDPM, therapy minutes are removed as the primary basis for payment and instead uses the underlying complexity and clinical needs of a patient as a basis for reimbursement. In addition, PDPM introduces variable adjustment factors that change reimbursement rates during the resident's length of stay.

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
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NOTE 2 RESIDENT AND HEALTH CARE SERVICES REVENUE (CONTINUED)

Medicaid

The Corporation also participates in the Medicaid program which is administered by Virginia's Department of Medical Assistance Services (DMAS). DMAS uses a price-based payment system to reimburse providers, which is weighted for each claim based on the Resource Utilization Group (RUG) score listed on each claim. Each year DMAS publishes a price-based total case mix rate and a total indirect rate, both of which make up the bulk of the base payment rate for each provider. The total case mix rate and the total indirect rate are determined by a preassigned peer group of geographic similar regions within Virginia. The price-based rate is weighted for the severity of care of the documented RUG listed for each claim. Annual Medicaid cost reports are required by the state of Virginia, however, they are not used to settle the costs of claims. Instead, the cost reports are used in the development of price-based rates and to monitor the adequacy of the reimbursement methodology.

Other

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

Settlements with third-party payors for retroactive adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Corporation's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved.

Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations. Adjustments arising from changes in implicit price concessions impacting transaction price, were not significant for the years ended December 31, 2023 or 2022.

Generally residents who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. The Corporation estimates the transaction price for residents with deductibles and coinsurance based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions. Subsequent charges to the estimate of the transaction price are generally recorded as adjustments to resident services revenue in the period of the change. Additional revenue recognized due to changes in its estimates of implicit price concessions, discounts, and contractual adjustments were not considered material for the years ended December 31, 2023 and 2022. Subsequent changes that are determined to be the result of an adverse change in the residents ability to pay are recorded as allowance for expected credit loss.

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NOTE 2 RESIDENT AND HEALTH CARE SERVICES REVENUE (CONTINUED)

The Corporation has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the following factors:

- Payors (for example, Medicare, Medicaid, managed care or other insurance, patient) have different reimbursement/payment methodologies
- Length of the patient's service/episode of care
- Method of reimbursement (fee for service or capitation)
- Corporation's line of business that provided the service (for example, skilled nursing, assisted living, independent living, etc.)

For the years ended December 31, 2023 and 2022, the Corporation recognized revenue of approximately \$25,023,000 and \$24,227,000, respectively from goods and services that transfer to the customer over time and \$7,331,000 and \$4,986,000, respectively, from goods and services that transfer to the customer at a point in time.

The opening and closing contract balances were as follows:

	Accounts Receivable	Deferred Revenue
Balance as of January 1, 2022	\$ 537,934	\$ 58,688,329
Balance as of December 31, 2022	752,395	55,441,224
Balance as of December 31, 2023	577,018	78,199,022

NOTE 3 PROPERTY AND EQUIPMENT

A summary of property and equipment at December 31 is as follows:

	2023	2022
Land	\$ 3,266,459	\$ 3,266,459
Land Improvements	14,535,830	2,175,687
Buildings	170,452,556	120,723,911
Furniture and Equipment	19,165,765	18,896,648
Construction in Progress	32,722,968	32,272,687
Total	240,143,578	177,335,392
Less: Accumulated Depreciation	90,164,914	85,436,789
Property and Equipment, Net	<u>\$ 149,978,664</u>	<u>\$ 91,898,603</u>

Depreciation expense for the years ended December 31, 2023 and 2022 totaled approximately \$6,968,000 and \$5,641,000, respectively. Construction in progress at both December 31, 2023 and 2022 related mostly to land improvements and buildings as part of the villa expansion project.

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NOTE 4 INVESTMENTS

Investments consisted of the following at December 31:

	2023	2022
Cash and Money Market Funds	\$ 868,159	\$ 1,445,077
Equities and Mutual Funds	31,152,434	32,116,059
Government Agency Obligations	6,947,578	14,167,145
Corporate Obligations	2,271,284	1,913,269
Pooled Investments	308,109	283,227
Total	41,547,564	49,924,777
Less: Restricted Investments	1,841,400	1,635,633
Total Long-Term Investments	<u>\$ 39,706,164</u>	<u>\$ 48,289,144</u>

Total investment return (loss) is composed of the following for the years ended December 31:

	2023	2022
Without Donor Restrictions:		
Interest and Dividends	\$ 1,186,635	\$ 739,023
Realized Gains	56,770	846,816
Total	1,243,405	1,585,839
Unrealized Gains (Losses)	3,037,499	(5,836,800)
With Donor Restrictions:		
Interest and Dividends	219,727	170,214
Realized Gains (Losses)	(285,249)	143,617
Total	(65,522)	313,831
Unrealized Gains (Losses)	1,374,104	(1,801,650)
Total Investment Return (Loss)	<u>\$ 5,589,486</u>	<u>\$ (5,738,780)</u>

NOTE 5 ASSETS LIMITED AS TO USE

Assets limited as to use consists of the following at December 31:

	2023		2022	
	Cost	Market Value	Cost	Market Value
Externally Restricted Under Residency Agreements:				
Cash	\$ 21,891,372	\$ 21,891,372	\$ 4,333,699	\$ 4,333,699
Total	21,891,372	21,891,372	4,333,699	4,333,699
Less: Current Portion	(21,891,372)	(21,891,372)	(4,333,699)	(4,333,699)
Assets Limited as to Use, Net	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

These funds were held for resident entrance fee deposits at both December 31, 2023 and 2022.

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NOTE 6 LONG TERM DEBT

The following is a summary of long-term debt at December 31:

	<u>2023</u>	<u>2022</u>
The Economic Development Authority of the City of Winchester, Residential Care Facility Revenue Refunding Bonds, Series 2021 due in graduated monthly installments ranging from \$191,000 to \$214,000 maturing in 2035. Interest is paid monthly at a fixed rate of 2.302%.	\$ 25,409,342	\$ 27,395,633
The Economic Development Authority of the City of Winchester, Residential Care Facility Revenue Bonds, Series 2022A due in graduated annual installments ranging from \$91,000 to \$245,000 maturing in 2052. Interest is paid monthly at a fixed rate of 4.70%.	51,000,000	22,831,593
The Economic Development Authority of the City of Winchester, Residential Care Facility Revenue Bonds, Series 2022B maturing in full in 2024. Interest is paid monthly at a fixed rate of 2.45%.	10,506,430	-
The Economic Development Authority of the City of Winchester, Residential Care Facility Revenue Bonds, Series 2023A due in graduated annual installments ranging from \$5,000 to \$206,000 maturing in 2053. Interest is paid monthly at a fixed rate of 5.75%.	8,296,274	-
Less: Unamortized Debt Issuance Costs	(1,617,055)	(1,016,075)
Less: Current Maturities	<u>(12,538,097)</u>	<u>(2,152,138)</u>
Long-Term Debt, Less Current Maturities and Debt Issuance Costs	<u>\$ 81,056,894</u>	<u>\$ 47,059,013</u>

On May 12, 2021, the Corporation issued a note in the amount of \$30,388,088 to: 1) refund the then outstanding Series 2014A Bonds; and 2) finance the costs of issuance incurred in connection with the refunding of the then outstanding Series 2014A Bonds and the issuance of the Series 2021 Bonds. The note was issued to the Economic Development Authority of the City of Winchester which in turn issued the Series 2021 Residential Care Facility Revenue Refunding Bond (Series 2021 Bonds). The Economic Development Authority of the City of Winchester sold the Series 2021 Bonds to a financial institution.

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NOTE 6 LONG TERM DEBT (CONTINUED)

On July 1, 2022, the Corporation issued a note in the amount of \$51,000,000 (Series 2022A Bonds) and \$20,000,000 (Series 2022B Bonds) to 1) to finance a portion of the costs of an expansion project including the acquisition, construction and equipping of 10 new villa buildings, including a total of approximately 97 additional independent living apartments, a community room and garage space; 2) finance amounts required for reserves, capitalized interest, working capital and costs of issuance incurred in connection with the issuance of the Series 2022 Bonds. The note was issued to the Economic Development Authority of the City of Winchester which in turn issued the Series 2022 Residential Care Facility Revenue Bond (the Series 2022 Bonds). As of December 31, 2023, approximately \$51,000,000 and \$10,506,000 of the Series 2022A and Series 2022B had been drawn upon, respectively.

On October 1, 2023, the Corporation issued a note in the amount of \$27,500,000 (Series 2023A Bonds) and \$25,000,000 (Series 2023B Bonds) to 1) to finance a portion of the costs of an expansion project including the acquisition, construction and equipping of 10 new villa buildings, including a total of approximately 97 additional independent living apartments, a community room and garage space; 2) finance amounts required for reserves, capitalized interest, working capital and costs of issuance incurred in connection with the issuance of the Series 2023 Bonds. The note was issued to the Economic Development Authority of the City of Winchester which in turn issued the Series 2023 Residential Care Facility Revenue Bond (the Series 2023 Bonds). As of December 31, 2023, approximately \$8,296,000 had been drawn upon.

The bonds are secured by the gross receipts, inventory, accounts receivable, instruments, and certain other assets. The Master Trust Indenture and other bond agreements require the Corporation to maintain a long-term debt coverage ratio, day's cash on hand ratio, ratio of adjusted debt to capital, and ratio of operating expenses to resident fees among other covenants. At December 31, 2023, management believes that the Corporation was in compliance with these debt covenants.

Certain costs of issuing the Series 2023, Series 2022, and Series 2021 Bonds have been capitalized and are being amortized over the term of the bonds. These amounts are presented as a reduction of long-term debt in the above table.

Principal payments due on the long-term debt are as follows:

<u>Year Ended December 31,</u>	<u>Amount</u>
2024	\$ 12,538,097
2025	2,549,925
2026	3,394,598
2027	3,819,389
2028	3,930,050
Thereafter	68,979,987
Total	<u>\$ 95,212,046</u>

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NOTE 7 INTEREST RATE SWAP

In May 2021, in connection with the issuance of the Series 2021 Bonds, the Corporation entered into a fixed-to-variable interest rate swap agreement to manage the interest rate risk on its outstanding indebtedness. On August 1, 2022 the swap agreement was amended, and the Corporation will make payments based upon a fixed rate of 2.321%, and the swap counterparty will make payments based upon a floating rate equal to 79% of the one-month adjusted SOFR rate plus 1.098%, on an initial notional amount of \$30,388,088. The termination date on the swap agreement is January 1, 2035.

In July 2022, in connection with the issuance of the Series 2022 Bonds, the Corporation entered into a fixed-to-variable interest rate swap agreement to manage the interest rate risk on its outstanding indebtedness. Under the terms of the swap agreement, the Corporation will make payments based upon a fixed rate of 3.40%, and the swap counterparty will make payments based upon a floating rate equal to 79% of the one-month adjusted SOFR rate plus 1.10%, on an initial notional amount of \$51,000,000. The effective date on the swap agreement is May 1, 2024. The termination date on the swap agreement is July 1, 2034.

In October 2023, in connection with the issuance of the Series 2023 Bonds, the Corporation entered into a fixed-to-variable interest rate swap agreement to manage the interest rate risk on its outstanding indebtedness. Under the terms of the swap agreement, the Corporation will make payments based upon a fixed rate of 5.67%, and the swap counterparty will make payments based upon a floating rate equal to 79% of the one-month adjusted SOFR rate plus 1.80%, on an initial notional amount of \$706,247, increasing to 27,500,000 by August 2025. The effective date on the swap agreement is October 25, 2023. The termination date on the swap agreement is October 1, 2033.

At December 31, 2023 and 2022, the estimated fair value of the interest rate swap was an asset of approximately \$1,135,000 and \$3,439,000, respectively. This amount is included as interest rate swap asset in the accompanying consolidated balance sheets as of December 31, 2023 and 2022, respectively. For the years ended December 31, 2023 and 2022 the change in fair value was a gain (loss) of approximately \$(2,304,000) and \$3,844,000, respectively, and is included in nonoperating income (loss) as unrealized gain (loss) on interest rate swap in the accompanying consolidated statement of operations. The Corporation has not designated this interest rate swap as a hedging instrument for financial reporting purposes.

NOTE 8 DEFERRED REVENUE

Resident contract deposit amounts include a refundable portion based on the individual agreements. The amounts subject to refund included in deferred revenue are approximately \$43,819,000 and \$20,477,000 at December 31, 2023 and 2022, respectively.

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NOTE 9 RETIREMENT PLAN

The Corporation has a Contributory Tax Deferred Annuity Plan (the Plan) that covers all employees. To receive the Corporation's matching and discretionary contributions, employees must have attained age 18 or older. The Corporation made 100% matching contributions up to the first 2% of employee contributions and then 100% match up to 2% of employee's contributions for the years ended December 31, 2023 and 2022, respectively. The board of trustees determines other contributions to the Plan on a discretionary basis. Vesting of the Corporation's contribution is on a three-year schedule. The Plan had expenses of approximately \$378,000 and \$286,000 for the years ended December 31, 2023 and 2022, respectively.

NOTE 10 CONCENTRATION OF CREDIT RISK

The Corporation's management places cash and cash equivalents in what it believes to be high quality financial institutions and thus limits its credit exposure. At times, such balances may be in excess of the Federal Deposit Insurance Corporation insurable limits. The Corporation uses Insured Cash Sweep (ICS) accounts to mitigate the risk of loss on deposits that exceed the FDIC insurable limits.

NOTE 11 RESIDENT OCCUPANCY AGREEMENTS

The Corporation offers two levels of care for each type of Entrance Fee Contract.

1. Levels of Care

- a. *Life Care*: A one-time fee which entitles residents to the lifetime use of the Corporation's facilities. This plan assures the resident of the availability of health care services with no increase in the monthly fee (there is a nominal fee for expanded dietary services) due to the change in levels of care. There will be annual inflationary increases in the monthly fee.
- b. *Modified Care*: A one-time fee which entitles the resident to the lifetime use of the Corporation's facilities. This plan assures the resident of the availability of health care services. After 30 noncumulative "grace days" in assisted living or health care each year, the monthly rate is increased to the then current assisted living or health care rate. There will be annual inflationary increases in the monthly fee.

2. Contract Options

- a. *100%/12 then 2.5%/38 Refundable Fee*: One hundred percent of the refund-eligible entrance fee is refunded to the resident or the estate when the Residence and Care Agreement (the Agreement) is terminated either by death or moving in the first 12 months. If the Agreement is terminated in months 13 through 50, the entire refund-eligible entrance fee is refunded, less 2.5% of the refund-eligible entrance fee for each month or partial month after the 12th month following occupancy. No refund of any amount is paid after 50 months. Any unpaid charges are deducted from the refund.

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NOTE 11 RESIDENT OCCUPANCY AGREEMENTS (CONTINUED)

- b. *50% Refundable Entrance Fee:* No less than 50% of the refund-eligible entrance fee is refunded to resident or estate upon the termination of residency. If the Agreement is terminated during the first 12 months after the occupancy date, the entire refund-eligible entrance fee is refunded. If the termination occurs within months 13 through 37, the entire refund-eligible entrance fee is refunded, less 2% thereof for each full or partial month of residency through month 37, at which time the refund reaches 50% of the original refund-eligible entrance fee. It remains a constant 50% thereafter, regardless of the length of residency. Any unpaid charges will be deducted from the refund.
- c. *100% Refundable Entrance Fee:* The resident or the estate receives a refund of an amount equal to 100% of the refund-eligible entrance fee, regardless of the length of residency. Any unpaid charges will be deducted from the refund upon termination of residency.

NOTE 12 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consisted of the following at December 31:

	2023	2022
Subject to Expenditure for Specific Purpose:		
Fellowship Fund	\$ 6,622,672	\$ 5,838,110
Endowment Fund	18,670	10,836
Capital Fund	64,137	63,571
Cultural Arts	188,036	58,986
Chapel Fund	18,635	15,304
Library Fund	319,568	206,514
Art Fund	6,537	8,911
Employee Emergency Fund	722,087	620,041
Chaplaincy Fund	12,701	11,585
Music Fund	9,150	8,620
Scholarship Fund	153,352	82,207
Dementia Fund	16,481	2,167
Nursing Equipment Fund	101,675	-
Woodworking Fund	3,549	1,941
Mother's Nature Fund	18,156	1,576
Subtotal	<u>8,275,406</u>	<u>6,930,369</u>
Subject to Corporation's Spending Policy and Appropriation:		
Library Fund	780,298	780,298
Fellowship Fund	556,175	556,175
Endowment Fund	36,900	36,900
Subtotal	<u>1,373,373</u>	<u>1,373,373</u>
Total	<u>\$ 9,648,779</u>	<u>\$ 8,303,742</u>

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NOTE 12 NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

During the years ended December 31, net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes as follows:

	2023	2022
Donor Restrictions Accomplished:		
Fellowship Fund	\$ 284,782	\$ 217,351
Chapel Fund	-	169
Library Fund	10,172	7,969
Scholarship Fund	16,693	30,745
Employee Emergency Fund	22,975	24,146
Chaplaincy Fund	2,289	1,012
Woodworking Fund	5,039	780
Art Fund	2,994	7,125
Mother's Nature Fund	3,730	373
Greenhouse/Horticulture Therapy Fund	7,980	20,716
Cultural Arts	10,468	3,345
Subtotal	<u>367,122</u>	<u>313,731</u>
Equipment Acquired and Placed in Service:		
Mother's Nature Fund	1,550	134,945
Subtotal	<u>1,550</u>	<u>134,945</u>
Total	<u>\$ 368,672</u>	<u>\$ 448,676</u>

Endowment Funds

The Corporation has several endowment funds, the income of which may be expended for specific purposes. Effective October 1, 2008, the Corporation adopted the provisions of the financial accounting standard for endowments of nonprofit organizations (the UPMIFA Standard) with respect to the accounting for the corpus and income recognition on endowment funds as follows:

Corpus

Endowment funds include: (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) 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 endowment. The Corporation consults with legal counsel as necessary on the interpretation of UPMIFA with regard to preserving the fair value of original gifts as of the gift date of donor-restricted endowment funds, absent explicit donor stipulations to the contrary.

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NOTE 12 NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

Endowment Funds (Continued)

Income

Income earned on endowment funds that is not required by the donor to be added to the corpus of the endowment is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Corporation in a manner consistent with the standard of prudence prescribed in UPMIFA. The Corporation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purposes of the Corporation and the donor-restricted endowment fund
- General economic conditions
- The expected total return from income and the appreciation of investments
- Other resources of the Corporation
- The investment policy of the Corporation

Investment Objectives and Strategies

The Corporation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment. Endowment assets include those assets of donor-restricted funds that the Corporation must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the board of trustees, the endowment assets are invested in a manner that is intended to preserve and grow capital, strive for consistent absolute returns, preserve purchasing power by striving for long-term returns which either match or exceed the set payout, fees and inflation without putting the principal value at imprudent risk, and diversify investments consistent with commonly accepted industry standard to minimize the risk of large losses.

To satisfy its long-term rate of return objectives, the Corporation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Management targets a diversified asset allocation that meets the Corporation's long-term rate-of-return objectives while avoiding undue risk from imprudent concentration in any single asset class or investment vehicle.

Appropriation Policy

The Corporation's appropriation or spending policy is consistent with its objective to preserve the fair value of the original gift of the endowment assets held in perpetuity, as well as to provide additional real growth through new gifts and investment return.

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NOTE 12 NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

Endowment Funds (Continued)

Deficiencies

From time-to-time, the fair value of assets in endowment funds may fall below the required level stipulated by the donor. In accordance with UPMIFA Standard, deficiencies of this nature are reported in net assets without donor restrictions. If future investment returns do not alleviate the deficiency, the Corporation may be required to contribute additional amounts to the fund. There were no material deficiencies at December 31, 2023 or 2022.

The following table summarizes endowment fund activity, including contributions, transfers, income earned, and releases from restrictions, for the year ended December 31, 2023:

	Without Donor Restrictions	With Donor Restrictions	Total
December 31, 2022	\$ -	\$ 1,635,633	\$ 1,635,633
Contributions	-	-	-
Income	-	230,094	230,094
Net Assets Released from Restrictions	-	(24,327)	(24,327)
December 31, 2023	<u>\$ -</u>	<u>\$ 1,841,400</u>	<u>\$ 1,841,400</u>

The following table summarizes endowment fund activity, including contributions, transfers, income earned, and releases from restrictions, for the year ended December 31, 2022:

	Without Donor Restrictions	With Donor Restrictions	Total
December 31, 2021	\$ -	\$ 1,921,182	\$ 1,921,182
Contributions	-	10,000	10,000
Loss	-	(260,386)	(260,386)
Net Assets Released from Restrictions	-	(35,163)	(35,163)
December 31, 2022	<u>\$ -</u>	<u>\$ 1,635,633</u>	<u>\$ 1,635,633</u>

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NOTE 13 FAIR VALUE MEASUREMENTS

The Corporation uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. For additional information on how the Corporation measures fair value, refer to Note 1 – Summary of Significant Accounting Principles.

The following table present the fair value hierarchy for the balances of assets and liabilities measured at fair value on a recurring basis as of December 31, 2023:

	2023			Total
	Level 1	Level 2	Level 3	
Assets				
Mutual Funds	\$ 31,152,434	\$ -	\$ -	\$ 31,152,434
Government Agency Obligations	6,947,578	-	-	6,947,578
Corporate Obligations	2,271,284	-	-	2,271,284
Pooled Investments	-	-	308,109	308,109
Total	<u>\$ 40,371,296</u>	<u>\$ -</u>	<u>\$ 308,109</u>	<u>\$ 40,679,405</u>

The interest rate swap asset of \$1,134,696 was considered a Level 2 asset as of December 31, 2023.

The following table present the fair value hierarchy for the balances of assets and liabilities measured at fair value on a recurring basis as of December 31, 2022:

	2022			Total
	Level 1	Level 2	Level 3	
Assets				
Mutual Funds	\$ 32,116,059	\$ -	\$ -	\$ 32,116,059
Government Agency Obligations	14,167,145	-	-	14,167,145
Corporate Obligations	1,913,269	-	-	1,913,269
Pooled Investments	-	-	283,227	283,227
Total	<u>\$ 48,196,473</u>	<u>\$ -</u>	<u>\$ 283,227</u>	<u>\$ 48,479,700</u>

The interest rate swap asset of \$3,439,163 was considered a Level 2 asset as of December 31, 2022.

Pooled Investments is a broadly diversified portfolio of assets invested with a local foundation in a mix of primarily mutual funds made up of money markets, cash, domestic and international bonds, large and small cap equities, real estate, and energy/natural resources investments. The fair value of all the underlying pooled investments is based on quoted market prices. The value of the assets is allocated monthly on a pro rata basis, based on the Corporation's share of the total pooled assets.

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NOTE 13 FAIR VALUE MEASUREMENTS (CONTINUED)

The following table presents changes in investments measured at fair value using Level 3 inputs on a recurring basis for the years ended December 31, respectively:

	2023	2022
Balance - Beginning of Year	\$ 283,227	\$ 327,299
Income and Unrealized Loss	34,053	(39,876)
Fees	(9,171)	(4,196)
Balance - End of Year	<u>\$ 308,109</u>	<u>\$ 283,227</u>

NOTE 14 COMMITMENTS, CONTINGENCIES, AND UNCERTAINTIES

Liability Insurance

The Corporation has obtained general and professional liability insurance issued by Virginia Senior Care RRG, a Washington, DC risk retention group. Excess liability coverage for the Corporation has been obtained through IronShore (a Liberty Mutual company). The Corporation's general and professional liability is on the claims-made basis. Under a claims-made policy, determination of coverage is triggered by the date the insured first becomes aware and notifies the insurer of a claim or potential claim.

Health Insurance

In 2012, the Corporation began to self-insure its employees' health plan. The Corporation has contracted with an administrative service company to supervise and administer the program and act as its representative. Provisions for expected future payments are accrued based on the Corporation's experience and include amounts for claims filed and claims incurred but not reported. The Corporation insures for excessive and unexpected health claims and is liable for claims not to exceed \$50,000 for each employee per plan year and an aggregate amount of \$1,000,000 per plan year.

Other

The Corporation is subject to legal proceedings and claims which arise in the course of providing health care services. The Corporation maintains malpractice insurance coverage for claims made during the policy year. In management's opinion, adequate provision has been made for amounts expected to be paid under the policy's deductible limits for unasserted claims not covered by the policy and any other uninsured liability.

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse. Recently, government activity has increased with respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by health care providers. Violations of these laws and regulations could result in expulsion from government health care programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed.

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 15 LIQUIDITY

The Corporation invests cash in excess of short-term requirements in various equities and mutual funds which can be liquidated in the event of an immediate liquidity need. In addition, the Corporation invests in various corporate and government obligations which are liquid within one week.

As of December 31, 2023 and 2022, the Corporation had working capital of approximately \$6,837,677 and (\$5,330,000), respectively

The Corporation's financial assets available within one year of the consolidated balance sheet date for general expenditures are summarized as follows as of December 31:

	2023	2022
Cash and Cash Equivalents	\$ 3,950,558	\$ 1,638,837
Advance Fees Receivable	5,218,740	174,466
Investments Available for General Use	32,014,448	41,751,309
Total	41,183,746	43,564,612
Accounts Receivable - Residents	577,018	752,395
Total Assets Available to Meet Liquidity Needs	<u>\$ 41,760,764</u>	<u>\$ 44,317,007</u>

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 16 FUNCTIONAL EXPENSES

The following is a summary of functional expenses for the year ended December 31, 2023:

	Program Services				Management and		Total
	Independent Living	Assisted Living	Health Center	Total	General	Fundraising	
Salaries and Wages	\$ 4,685,022	\$ 3,021,228	\$ 4,121,878	\$ 11,828,128	\$ 2,052,411	\$ 199,238	\$ 14,079,776
Employee Benefits	950,655	469,911	606,452	2,027,018	168,837	18,752	2,214,607
Payroll Taxes	345,999	223,882	305,976	875,857	131,107	14,661	1,021,625
Activities	61,284	16,001	11,912	89,197	14,618	2,135	105,950
Advertising and Promotion	493,143	2,827	2,422	498,392	35,027	34,525	567,944
Dietary	1,486,541	285,541	245,108	2,028,290	-	-	2,028,290
Therapy	-	84,999	72,825	157,824	-	-	157,824
Professional Fees	10,599	214,242	189,526	414,367	224,121	-	638,488
Training	11,017	6,906	8,038	25,961	17,387	121	43,469
Travel	8,203	3,208	2,748	14,159	12,373	118	26,650
Occupancy / Utilities	1,170,197	205,003	184,250	1,559,510	23,738	-	1,583,248
Outside Services	174,704	30,993	27,564	233,261	648,247	-	881,508
Office Supplies	12,740	4,389	4,471	21,600	50,783	2,978	75,261
Other Expenses	845,581	197,719	330,145	1,373,445	102,361	1,267	1,477,073
Interest	991,062	136,659	150,556	1,278,277	-	-	1,278,277
Depreciation	5,402,561	744,969	820,726	6,968,256	-	-	6,968,256
Fellowship Assistance	165,333	132,146	-	297,479	-	-	297,479
Other Fund Expenses	128,313	29,155	28,692	186,160	3,075	341	189,576
Total Expenses	<u>\$ 16,553,054</u>	<u>\$ 5,310,838</u>	<u>\$ 7,113,289</u>	<u>\$ 29,877,181</u>	<u>\$ 3,484,085</u>	<u>\$ 274,034</u>	<u>\$ 33,635,300</u>

The following is a summary of functional expenses for the year ended December 31, 2022:

	Program Services				Management and		Total
	Independent Living	Assisted Living	Health Center	Total	General	Fundraising	
Salaries and Wages	\$ 3,829,895	\$ 2,743,317	\$ 3,869,671	\$ 10,442,883	\$ 1,771,122	\$ 179,497	\$ 12,393,502
Employee Benefits	877,838	522,025	685,211	2,085,074	170,713	18,140	2,273,927
Payroll Taxes	282,686	205,103	285,430	773,219	122,774	13,290	909,283
Activities	74,842	16,040	14,015	104,897	20,791	5,456	131,144
Advertising and Promotion	568,507	7,192	6,290	581,989	25,315	27,087	634,391
Dietary	1,098,452	413,327	361,339	1,873,118	-	-	1,873,118
Therapy	-	110,968	97,056	208,024	-	-	208,024
Professional Fees	4,449	290,321	255,888	550,658	185,641	-	736,299
Training	8,795	9,538	12,215	30,548	19,163	770	50,481
Travel	9,620	2,926	3,034	15,580	16,709	1,128	33,417
Occupancy / Utilities	1,089,410	387,396	331,079	1,807,885	27,128	-	1,835,013
Outside Services	220,966	48,340	41,705	309,011	559,670	-	868,681
Office Supplies	14,100	6,156	5,343	25,599	38,001	1,403	65,003
Other Expenses	445,418	133,293	311,791	890,502	96,316	231	987,049
Interest	579,678	79,468	87,859	747,006	-	-	747,006
Depreciation	4,377,372	600,102	663,454	5,640,928	-	-	5,640,928
Fellowship Assistance	78,820	105,815	32,716	217,351	-	-	217,351
Other Fund Expenses	55,618	18,737	21,907	96,262	4,121	438	100,821
Total Expenses	<u>\$ 13,616,466</u>	<u>\$ 5,698,065</u>	<u>\$ 7,086,003</u>	<u>\$ 26,400,534</u>	<u>\$ 3,057,464</u>	<u>\$ 247,440</u>	<u>\$ 29,705,438</u>

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, payroll taxes, and activities which are allocated according to the proportion of resident census in the three separate residential areas; Employee benefits are allocated according to the proportional share of employee full-time equivalents. Dietary is allocated using the proportion of total number of meals served in the three areas of care. Interest and depreciation are allocated on the basis of square footage. Certain other expenses are allocated using the above noted methodologies or a combination thereof.

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
CONSOLIDATING BALANCE SHEET
DECEMBER 31, 2023

	Westminster- Canterbury	Foundation	Eliminations	Consolidated
ASSETS				
CURRENT ASSETS				
Cash and Cash Equivalents	\$ 3,702,862	\$ 247,696	\$ -	\$ 3,950,558
Accounts Receivable - Residents, Net	577,018	-	-	577,018
Advance Fees Receivable	5,218,740	-	-	5,218,740
Current Portion of Assets Limited as to Use	21,891,372	-	-	21,891,372
Other Current Assets	1,054,665	(67,871)	-	986,794
Total Current Assets	<u>32,444,657</u>	<u>179,825</u>	<u>-</u>	<u>32,624,482</u>
PROPERTY AND EQUIPMENT, NET	149,978,664	-	-	149,978,664
OTHER ASSETS				
Long-Term Investments	29,402,418	10,303,746	-	39,706,164
Restricted Investments	63,402	1,777,998	-	1,841,400
Interest Rate Swap Asset	1,134,696	-	-	1,134,696
Other Long-Term Assets	88,663	-	-	88,663
Total Other Assets	<u>30,689,179</u>	<u>12,081,744</u>	<u>-</u>	<u>42,770,923</u>
 Total Assets	 <u>\$ 213,112,500</u>	 <u>\$ 12,261,569</u>	 <u>\$ -</u>	 <u>\$ 225,374,069</u>

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
CONSOLIDATING BALANCE SHEET (CONTINUED)
DECEMBER 31, 2023

	Westminster- Canterbury	Foundation	Eliminations	Consolidated
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts Payable and Accrued Expenses	\$ 9,546,702	\$ 188,327	\$ -	\$ 9,735,029
Accrued Bond Interest Payable	320,466	-	-	320,466
Resident Deposits	3,163,143	-	-	3,163,143
Current Portion of Refundable Entrance Fees	321,244	-	-	321,244
Current Maturities of Long-Term Debt	12,538,097	-	-	12,538,097
Total Current Liabilities	25,889,652	188,327	-	26,077,979
OTHER LIABILITIES				
Long-Term Debt, Less Current Maturities	81,056,894	-	-	81,056,894
Refundable Advance Admission Deposits	3,542,022	-	-	3,542,022
Deferred Revenue from Advance Fees	77,877,778	-	-	77,877,778
Total Other Liabilities	162,476,694	-	-	162,476,694
Total Liabilities	188,366,346	188,327	-	188,554,673
NET ASSETS				
Without Donor Restrictions				
Undesignated	24,684,118	1,486,499	-	26,170,617
Designated by Board for Endowment	-	1,000,000	-	1,000,000
Total Net Assets Without Donor Restrictions	24,684,118	2,486,499	-	27,170,617
With Donor Restrictions	62,036	9,586,743	-	9,648,779
Total Net Assets	24,746,154	12,073,242	-	36,819,396
Total Liabilities and Net Assets	<u>\$ 213,112,500</u>	<u>\$ 12,261,569</u>	<u>\$ -</u>	<u>\$ 225,374,069</u>

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
CONSOLIDATING STATEMENT OF OPERATIONS
YEAR ENDED DECEMBER 31, 2023

	Westminster- Canterbury	Foundation	Eliminations	Consolidated
REVENUES, GAINS, AND OTHER SUPPORT				
Monthly Resident Fees	\$ 13,823,968	\$ -	\$ -	\$ 13,823,968
Amortization of Deferred Revenue from Advance Fees	7,597,149	-	-	7,597,149
Health Care Services	4,427,717	-	-	4,427,717
Assisted Living Services	3,397,385	-	-	3,397,385
Contributions	-	464,894	-	464,894
Net Assets Released from Restrictions for Operations	-	367,122	-	367,122
Other	3,107,615	-	-	3,107,615
Total Revenue, Gains, and Other Support	32,353,834	832,016	-	33,185,850
EXPENSES				
Health Care Services	7,584,165	-	-	7,584,165
Dining Services	4,920,259	-	-	4,920,259
Environmental Services	3,251,016	-	-	3,251,016
Housekeeping and Laundry	1,312,516	-	-	1,312,516
Resident Services	966,432	-	-	966,432
General and Administrative	6,149,257	-	-	6,149,257
Marketing	751,940	-	-	751,940
Depreciation	6,968,256	-	-	6,968,256
Interest	1,278,278	-	-	1,278,278
Fellowship Assistance	-	281,179	-	281,179
Other Fund Expenses	81,168	90,834	-	172,002
Total Expenses	33,263,287	372,013	-	33,635,300
OPERATING INCOME (LOSS)	(909,453)	460,003	-	(449,450)
NONOPERATING INCOME (LOSS)				
Investment Return , Net	1,236,241	7,164	-	1,243,405
Change in Unrealized Gains on Investments	2,925,182	112,317	-	3,037,499
Unrealized Loss on Interest Rate Swap	(2,304,466)	-	-	(2,304,466)
Gain on Disposal of Property and Equipment	12,000	-	-	12,000
Total Nonoperating Income (Loss)	1,868,957	119,481	-	1,988,438
EXCESS OF REVENUES, GAINS, AND OTHER SUPPORT OVER EXPENSES	959,504	579,484	-	1,538,988
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
Net Assets Released from Restrictions for Capital	-	1,550	-	1,550
Transfer (to) from Affiliates	83,111	(83,111)	-	-
Total Other Changes	83,111	(81,561)	-	1,550
Change in Net Assets Without Donor Restrictions	\$ 1,042,615	\$ 497,923	\$ -	\$ 1,540,538

WESTMINSTER-CANTERBURY OF WINCHESTER, INC.
DBA: SHENANDOAH VALLEY WESTMINSTER-CANTERBURY AND SUBSIDIARY
CONSOLIDATING STATEMENT OF CHANGES IN NET ASSETS
YEAR ENDED DECEMBER 31, 2023

	Westminster- Canterbury	Foundation	Eliminations	Consolidated
NET ASSETS WITHOUT DONOR RESTRICTIONS				
Excess (Deficit) of Revenues, Gains, and Other Support				
Over (Under) Expenses	\$ 959,504	\$ 579,484	\$ -	\$ 1,538,988
Other Changes in Net Assets	83,111	(81,561)	-	1,550
Change in Net Assets Without Donor Restrictions	<u>1,042,615</u>	<u>497,923</u>	<u>-</u>	<u>1,540,538</u>
NET ASSETS WITH DONOR RESTRICTIONS				
Contributions	-	405,127	-	405,127
Net Assets Released from Restrictions for Operations	-	(367,122)	-	(367,122)
Net Assets Released from Restrictions for Capital	-	(1,550)	-	(1,550)
Investment Return, Net	(1,239)	(64,283)	-	(65,522)
Change in Unrealized Gains (Losses) on Investments	9,550	1,364,554	-	1,374,104
Change in Net Assets With Donor Restrictions	<u>8,311</u>	<u>1,336,726</u>	<u>-</u>	<u>1,345,037</u>
CHANGE IN NET ASSETS	<u>1,050,926</u>	<u>1,834,649</u>	<u>-</u>	<u>2,885,575</u>
Net Assets - Beginning of Year	<u>23,695,228</u>	<u>10,238,593</u>	<u>-</u>	<u>33,933,821</u>
NET ASSETS - END OF YEAR	<u>\$ 24,746,154</u>	<u>\$ 12,073,242</u>	<u>\$ -</u>	<u>\$ 36,819,396</u>

Westminster-Canterbury of Winchester, Inc.
T/A Shenandoah Valley Westminster-Canterbury

**Comparison Between the Pro-forma Income Statement and the Actual Results
of Operations for the Year Ending December 31, 2023**

	2023	2023	Over (Under)	%
	Actual	Budget	Budget	Diff
REVENUE				
Monthly Resident Fees	\$ 13,823,968	\$ 14,708,698	\$ (884,730)	(6.0%)
Amortization of Deferred Revenue from Advanced Fees	7,597,149	7,378,001	219,148	3.0%
Health Care Services	4,427,717	4,492,302	(64,585)	(1.4%)
Assisted Living Services	3,397,385	3,439,195	(41,810)	(1.2%)
Contributions	464,894	-	464,894	0.0%
Net Assets Released from Restrictions	367,122	315,000	52,122	16.5%
Other	3,107,615	2,207,042	900,573	40.8%
Total Revenue	33,185,850	32,540,238	645,612	2.0%
EXPENSES				
Health Care Services	7,584,165	6,797,151	787,014	11.6%
Dining Services	4,920,259	4,439,429	480,830	10.8%
Environmental Services	3,251,016	3,088,191	162,825	5.3%
Housekeeping and Laundry	1,312,516	1,497,131	(184,615)	(12.3%)
Resident Services	966,432	997,800	(31,368)	(3.1%)
General and Administrative	6,149,257	6,074,751	74,506	1.2%
Marketing	751,940	822,476	(70,536)	(8.6%)
Depreciation and Amortization	6,968,256	6,925,022	43,234	0.6%
Interest	1,278,278	649,684	628,594	96.8%
Bad Debt Expense	-	-	-	0.0%
Fellowship Assistance/other fund expenses	453,181	315,000	138,181	43.9%
Total Expenses	33,635,300	31,606,635	2,028,665	6.4%
OPERATING INCOME	(449,450)	933,603	(1,383,053)	(148.1%)
NONOPERATING INCOME				
Investment Return, Net	1,243,405	631,000	612,405	97.1%
Change in Unrealized (Loss) on Investments	3,037,499	-	3,037,499	0.0%
Unrealized Gain (Loss) on Interest Rate Swap	(2,304,466)	-	(2,304,466)	0.0%
Endowment Fund Contributions	-	-	-	0.0%
Gain on Disposal of Property and Equipment	12,000	-	12,000	0.0%
Total Nonoperating Income	1,988,438	631,000	1,357,438	124.7%
EXCESS OF REVENUES, GAINS AND OTHER SUPPORT OVER EXPENSES	1,538,988	1,564,603	(25,615)	(1.6%)
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
Net Assets Released from Restrictions for Capital	1,550	-	1,550	0.0%
Total Change in Net Assets Without Donor Restrictions	<u>\$ 1,540,538</u>	<u>\$ 1,564,603</u>	<u>\$ (24,065)</u>	<u>(1.5%)</u>

Westminster-Canterbury of Winchester, Inc.
T/A Shenandoah Valley Westminster-Canterbury

Comparison Between the Actual Results of Operations for the Years Ending
December 31, 2023 and December 31, 2022

	2023	2022		%
	Actual	Actual	Over (Under)	Diff
REVENUE				
Monthly Resident Fees	\$ 13,823,968	\$ 13,112,781	\$ 711,187	5.4%
Amortization of Deferred Revenue from Advanced Fees	7,597,149	7,738,887	(141,738)	(1.8%)
Health Care Services	4,427,717	4,106,282	321,435	7.8%
Assisted Living Services	3,397,385	3,163,208	234,177	7.4%
Contributions	464,894	34,910	429,984	1231.7%
Net Assets Released from Restrictions for Operations	367,122	313,731	53,391	17.0%
Other	3,107,615	1,091,360	2,016,255	184.7%
Total Revenue, Gains and Other Support	33,185,850	29,561,159	3,624,691	12.3%
EXPENSES				
Health Care Services	7,584,165	6,894,151	690,014	10.0%
Dining Services	4,920,259	4,334,076	586,183	13.5%
Environmental Services	3,251,016	3,033,047	217,969	7.2%
Housekeeping and Laundry	1,312,516	1,376,201	(63,685)	(4.6%)
Resident Services	966,432	946,279	20,153	2.1%
General and Administrative	6,149,257	5,609,711	539,546	9.6%
Marketing	751,940	805,867	(53,927)	(6.7%)
Depreciation and Amortization	6,968,256	5,640,928	1,327,328	23.5%
Interest	1,278,278	747,005	531,273	71.1%
Fellowship Assistance	281,179	217,351	63,828	29.4%
Other Fund Expenses	172,002	100,822	71,180	70.6%
Total Expenses	33,636,300	29,705,438	3,929,862	0.0%
OPERATING INCOME (LOSS)	(449,450)	(144,279)	(305,171)	211.5%
NONOPERATING INCOME (LOSS)				
Investment Return (Loss), Net	1,243,405	1,585,839	(342,434)	(21.6%)
Change in Unrealized Gain (Loss) on Investments	3,037,499	(5,836,800)	8,874,299	(152.0%)
Unrealized Gain (Loss) on Interest Rate Swap	(2,304,466)	3,843,660	(6,148,126)	(160.0%)
Endowment Fund Contribution	-	5,000	(5,000)	(100.0%)
Gain on Disposal of Property and Equipment	12,000	88,966	(76,966)	(86.5%)
Total Nonoperating Income (Loss)	1,988,438	(313,335)	2,301,773	(734.6%)
EXCESS (DEFICIT) OF REVENUES, GAINS, AND OTHER SUPPORT OVER (UNDER) EXPENSES	1,538,988	(457,614)	1,996,602	(436.3%)
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
Net Assets Released from Restrictions for Capital	1,550	134,945	(133,395)	(98.9%)
Total Change in Net Assets Without Donor Restrictions	\$ 1,540,538	\$ (322,669)	\$ 1,863,207	(577.4%)

Westminster-Canterbury of Winchester, Inc.
T/A Shenandoah Valley Westminster -Canterbury
Summary of Financial Information
December 31, 2023 and December 31, 2022

	<u>2023</u>	<u>2022</u>
Total Assets	\$ 225,374,069	\$ 153,097,224
Total Liabilities	188,554,673	119,163,403
Total Net Assets	36,819,396	33,933,821
Total Revenues	33,185,850	29,561,159
Total Expenses	33,635,300	29,705,438
Operating Income (Loss)	(449,450)	(144,279)
Net Income (Loss)	\$ 1,540,538	\$ (322,669)

Narrative on financial condition:

Shenandoah Valley Westminster-Canterbury's (SVWC) *Operating (Loss)*, for 12/31/2023, is reported as \$(449,450), a decrease of \$(305,171) from the prior year's *Operating Loss* of \$(144,279). Income from all 3 levels of care, combined, increased by \$1.3M or 6.2% in 2023. Revenue from *Monthly Resident Fees* increased \$711,187 or 5.4% resulting from 39 of 48 new apartments being occupied beginning October 1, 2023. SVWC's Villa apartments, phase 1, opened in October 2023 adding 48 new apartments to SVWC's Independent Living units. Phase 2, of SVWC's villa apartment project, will add another 49 new apartments beginning in the fall of 2024. Other income, \$3.1M is significantly higher than 2022's, \$1.1M. The increase is a result of the increase in *Lifecare Contract Processing Fees and Maintenance Revenue*, compared to FYE 2022.

Total Expenses increased by 13.2% or \$3,930,000 in 2023 with the majority of the increase coming from *Depreciation*, \$1.3M; *Healthcare Services*, \$690K; *Dining Services*, \$586K; and *General & Administrative*, \$539K. Depreciation increased significantly due to the addition of 5 new villa apartment buildings in 2023 at a total capital expense of \$65M. The increase in *Health Care Services* was due to nurse agency staffing costs and an increase in the amount of referral and sign on bonuses. Inflationary increases in food, were responsible for the higher costs in Dining Services, while higher costs associated with SVWC's health insurance plan was the main contributor to the increase in *General & Administrative*.

Investment Income, net in 2023 of \$1.2M, was bolstered by the \$3.0M *Change in Unrealized Gain on Investments*. This combined Non-Operating Income of \$4.2M was tempered by a reported \$(2.3M) *Unrealized Loss on Interest Rate Swap*. All combined, SVWC reported *Total Nonoperating Income* of \$2.0M in 2023 compared to *Nonoperating (Loss)* of \$(313K) for 2022. When combined with SVWC's *Operating (Loss)* of \$(449K), the result is *Total Change in Net Assets With Donor Restrictions* of \$1.5M compared to \$(323K) reported a year ago, an increase of \$1.9M.

Occupancy Information:	Capacity of Units	Average Occupancy 2023	Percentage Occupancy 12/31/2023
Independent Living	261	199.1	87.7%
Assisted Living	60	54.5	90.2%
Healthcare	51	46.7	86.3%

Westminster-Canterbury of Winchester, Inc.
T/A Shenandoah Valley Westminster-Canterbury

Pro-forma Income Statement
for the Year Ending December 31, 2024

REVENUE

Monthly Resident Fees	\$ 17,772,815
Amortization of Deferred Revenue from Advanced Fees	7,532,582
Health Care Services	4,689,035
Assisted Living Services	3,533,880
Investment Return, Net	650,000
Net Assets Released from Restrictions	315,000
Other	1,558,912
Total Revenue	<u>36,052,224</u>

EXPENSES

Health Care Services	\$ 7,664,686
Dining Services	4,850,291
Environmental Services	4,023,887
Housekeeping and Laundry	1,576,761
Resident Services	1,158,678
General and Administrative	6,775,578
Marketing	814,724
Depreciation and Amortization	7,339,807
Interest	3,136,852
Fellowship Assistance	315,000
Total Expenses	<u>37,656,264</u>

OPERATING INCOME (LOSS)	(1,604,040)
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OTHER CHANGES IN UNRESTRICTED NET ASSETS

Unrealized Gain (Loss) on Investments	<u>-</u>
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Excess of Revenue Over Expenses and Change in Unrestricted Net Assets	<u><u>\$ (1,604,040)</u></u>
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Westminster-Canterbury of Winchester, Inc.
T/A Shenandoah Valley Westminster-Canterbury

Pro-forma Income Statement
for the Year Ending December 31, 2024

Reasons for Variances from Prior Year

Revenue - 2024

Revenue projected for 2024 are considerably higher than projected for 2023. SVWC has expanded the number of available IL units from 213 to 261. The increase in revenue projected in 2024 is a result of this expansion. In addition, SVWC will be expanding IL units again in 2025 by an additional 49 units. Revenue for unit upgrades, over standard allowances for those 49 additional units, will be recorded in 2024, when billed. This too, will have a significant impact to SVWC's revenue in FYE 2024.

Expenses - 2024

Expenses projected for 2024 have increased dramatically over 2023's Proforma, due to the added expenses related to the Independent Living (IL) Expansion identified earlier in the Revenue explanation. SVWC is required to hire additional staff for housekeeping, grounds and maintenance, raising *Salaries & Benefits* in those areas. Additionally, SVWC incurred \$51MM in new debt, in 2024, to fund the construction of those 48 units which significantly increases both the interest expense on debt and the expansion resulted in a \$70MM increase in fixed assets, resulting in a significant increase in depreciation expense in 2024 versus 2023.

Excess (Deficit) of Revenue over Expenses - 2024

SVWC is projecting a 2024 FYE Deficit of \$(1.6MM), again, due to the sharp increase in *Interest* and *Depreciation and Amortization*. SVWC is a Type A Continuing Care Retirement Community, which generates approximately \$8.5MM in cash from Entrance Fees each year. SVWC plans to offset the projected \$(1.6MM) deficit with those collections from Entrance Fees.

Westminster-Canterbury of Winchester, Inc.
T/A Shenandoah Valley Westminster-Canterbury

**Comparison Between the Pro-forma Income Statement and the Actual Results
of Operations for the Year Ending December 31, 2023**

	2023 Actual	2023 Budget	Over (Under) Budget	% Diff
REVENUE				
Monthly Resident Fees	\$ 13,823,968	\$ 14,708,698	\$ (884,730)	(6.0%)
Amortization of Deferred Revenue from Advanced Fees	7,597,149	7,378,001	219,148	3.0%
Health Care Services	4,427,717	4,492,302	(64,585)	(1.4%)
Assisted Living Services	3,397,385	3,439,195	(41,810)	(1.2%)
Contributions	464,894	-	464,894	0.0%
Net Assets Released from Restrictions	367,122	315,000	52,122	16.5%
Other	3,107,615	2,207,042	900,573	40.8%
Total Revenue	33,185,850	32,540,238	645,612	2.0%
EXPENSES				
Health Care Services	7,584,165	6,797,151	787,014	11.6%
Dining Services	4,920,259	4,439,429	480,830	10.8%
Environmental Services	3,251,016	3,088,191	162,825	5.3%
Housekeeping and Laundry	1,312,516	1,497,131	(184,615)	(12.3%)
Resident Services	966,432	997,800	(31,368)	(3.1%)
General and Administrative	6,149,257	6,074,751	74,506	1.2%
Marketing	751,940	822,476	(70,536)	(8.6%)
Depreciation and Amortization	6,968,256	6,925,022	43,234	0.6%
Interest	1,278,278	649,684	628,594	96.8%
Bad Debt Expense	-	-	-	0.0%
Fellowship Assistance/other fund expenses	453,181	315,000	138,181	43.9%
Total Expenses	33,635,300	31,606,635	2,028,665	6.4%
OPERATING INCOME	(449,450)	933,603	(1,383,053)	(148.1%)
NONOPERATING INCOME				
Investment Return, Net	1,243,405	631,000	612,405	97.1%
Change in Unrealized (Loss) on Investments	3,037,499	-	3,037,499	0.0%
Unrealized Gain (Loss) on Interest Rate Swap	(2,304,466)	-	(2,304,466)	0.0%
Endowment Fund Contributions	-	-	-	0.0%
Gain on Disposal of Property and Equipment	12,000		12,000	0.0%
Total Nonoperating Income	1,988,438	631,000	1,357,438	124.7%
EXCESS OF REVENUES, GAINS AND OTHER SUPPORT OVER EXPENSES	1,538,988	1,564,603	(25,615)	(1.6%)
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
Net Assets Released from Restrictions for Capital	1,550	-	1,550	0.0%
Total Change in Net Assets Without Donor Restrictions	\$ 1,540,538	\$ 1,564,603	\$ (24,065)	(1.5%)

Westminster-Canterbury of Winchester, Inc.
T/A Shenandoah Valley Westminster-Canterbury

**Comparison Between the Pro-forma Income Statement and the Actual Results
of Operations for the Year Ending December 31, 2023**

Discussion Regarding Variance of Actual compared to Budget

TOTAL REVENUE

Total Revenue did increase by \$646K over 2023's projection as SVWC did not budget *Contributions Revenue* in the 2024 Total Revenue Budget. Actual results is reported as \$465K in *Contributions Revenue*. Additionally, SVWC records 5% of each entry fee as Lifecare Contract Processing Fees. This amount is reported as *Other Income* and as a result of the 39 new Lifecare Contracts in 2023, *Lifecare Contract Processing Fees*, for those 39 new Lifecare Contracts, resulted in significant revenue over budget.

TOTAL EXPENSES

Total Expenses budgeted for FYE 2023 was \$31.6M, SVWC reported Actual *Total Expenses* for FYE 12/31/2023 of \$33.6M, a budget variance of \$2.0M. The reasons for this variance is related to staffing expenses and nursing agency fees. Similar to many other CCRC's, SVWC had a significant staffing shortage, particularly in it's nursing department. SVWC's Administration did not budget for Nurse Agency fees in 2023, however, due to critical staffing shortages, SVWC was required to hire agency staff to meet those shortages. The cost associated with these agreements, exceeded \$600K in 2023. In addition, staff were required to work overtime to fill some of those open positions resulting in *Overtime Expenses* significantly higher than budget. To increase staffing, SVWC conducted a hiring blitz, significantly increasing hiring bonuses to new staff and referral bonuses to existing staff. Lastly, Administration did not budget appropriately for the increase in *Interest Expense* in 2023 due to the addition of construction debt, a variance of \$629K.