

Disclosure Statement

for

Masonic Village at Sewickley

Retirement Living

Sewickley, Pennsylvania 15143-2359

April 30, 2025

The issuance of a Certificate of Authority by the Commonwealth of Pennsylvania does not constitute approval, recommendation, or endorsement of the facility by the Department, nor is it evidence of, nor does it attest to, the accuracy or completeness of the information set out in the Disclosure Statement.

Masonic Village at Sewickley

Disclosure Statement

Table of Contents

	<u>Page</u>
Section 151.7, 8 Summary Information	1
Information Related to Section 7 of the Act	
(a) 1. Name and Business Address of Provider	4
(a) 2. Names and Business Addresses of Officers and Directors	4
(a) 3. Description of the Experience of the Provider	6
(a) 4. Statement Regarding Affiliation	7
(a) 5. Location and Description of the Physical Property	7
(a) 6. Services to be Provided	7
(a) 7. Description of Fees and Periodic Charges	9
(a) 8. Provisions for Reserve Funding	11
(a) 9. Certified Financial Statements	11
Financial Statements for the Years Ended December 31, 2024 and December 31, 2023	Attachment I
Resident Agreement	Attachment II

Masonic Village at Sewickley
Disclosure Statement

As of April 30, 2025, the following items have been revised since the issuance of the previous Disclosure Statement dated December 27, 2024:

Page 2 #3

Tracy Leja-Krepps replaced Eric L. Gross as the person to contact regarding

Page 2 and 3 #8

All fees have been updated to reflect the 2025 fees currently in place.

Page 8 (a) 2

Effective March 28, 2025, Tracy Leja-Krepps replaced Eric L. Gross as Executive Director at Masonic Village at Sewickley.

Page 8 and 9 (a)#7

All fees have been updated to reflect the 2025 fees currently in place.

Attachment I

Includes certified financial statements for the Masonic Villages of the Grand Lodge of Pennsylvania for the years ended December 31, 2024, and December 31, 2023.

Section 151.7 Summary Information

- (1) **Name and address of the facility:** Masonic Village at Sewickley, 1000 Masonic Drive, Sewickley, Pennsylvania 15143-2359.
- (2) **Name and address of the licensed provider:** Masonic Villages of the Grand Lodge of Pennsylvania, One Masonic Drive, Elizabethtown, Pennsylvania 17022-2199. The Masonic Villages is a Pennsylvania nonprofit corporation, and a provider of continuing care owned and operated by the Grand Lodge of Free and Accepted Masons of Pennsylvania.
- (3) **Name and address of person to contact regarding admissions:** Josie Polis, Director of Sales and Marketing, Masonic Village at Sewickley, 1000 Masonic Drive, Sewickley, PA 15143-2359. Telephone: (412) 749-6861.
- (4) **Description of the Physical Property of the Facility:**
 - (i) Masonic Village at Sewickley is located in Aleppo Township. This is a suburban area.
 - (ii) The campus consists of 54 villas and 228 apartments. The campus also includes 128 nursing beds and 64 personal care beds and sits on over 60 acres of heavily wooded area. Much of the natural aesthetics of the site have been preserved in order to retain and enhance the beauty of the site. The community is heavily landscaped and contains paths for walking.
 - (iii) Retirement Living at Masonic Village at Sewickley is comprised of 54 villas and 228 apartments under the entrance fee plan. The campus offers a life care arrangement in which upon entry to personal care or healthcare the resident's service fee will be adjusted to reflect the cost of three (3) meals per day. Apartments are located in multi-story buildings with some villas built on slab construction and others being built with basements.
- (5) **A specification of the minimum age for admission:** The minimum age for admission to Retirement Living is 60. For married couples, one spouse needs to be age 60 and the other at least age 55.
- (6) **A disclosure of the provider's affiliation with religious organizations:** The Masonic Villages is not affiliated with any religious organization.
- (7) **A statement of the current resident population:** The current population of all existing areas of Retirement Living at the Masonic Village at Sewickley is 345 residents. All the Retirement Living residents are under an Entrance Fee Payment Plan. There is no Rental Fee Payment Plan option. The current population in Nursing Care is 72 residents, and the current population in Personal Care is 31 residents.

(8) Description of Fees and Periodic Charges:

Entrance Fees

Unit Type	Gr. Sq. Ft.	2025 Entrance Fee Four-Year Declining Balance	2025 Entrance Fee 90% Refundable
Unit Type A			
A1 (1 Br)	669	\$157,322	\$283,179
Unit Type B			
B1 (1 Br Deluxe)	877	\$206,752	\$399,242
B2 (1 Br Deluxe & Balcony)	872*	\$211,239	\$399,242
B3 (1 Br Deluxe)	857	\$204,784	\$368,611
Unit Type C			
C1 (2 Br-2 Bath w/Balcony)	1105*	\$283,156	\$509,679
C2 (2 Br-2 Bath w/Balcony)	999*	\$254,447	\$458,003
C3 (2 Br-2 Bath w/Balcony)	1088*	\$277,367	\$499,260
Unit Type D			
D1 (2 Br-2 Bath Deluxe & Balcony)	1189*	\$360,948	\$649,705
Villas			
1 (2 Br-2 Bath)	1423**	\$407,716	\$693,117
1A (2 Br-2 Bath & Basement)	1423***	\$454,715	\$773,015
2 (3 Br-2 Bath)	1693**	\$462,471	\$786,201
2A (3 Br-2 Bath & Basement)	1693***	\$516,301	\$877,712
3 (2 Br-2 Bath & 2 Car Garage)	1448**	\$462,471	\$786,201
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3B (4 Br-3 ½ Bath, 2 Car Garage & Basement)	2425***	\$475,437	\$808,243
5-1 (2 Br-2 Bath, Den & 1 Car Garage)	2000**	\$494,190	\$840,124
5-2 (2 Br-2 Bath, Den & 2 Car Garage)	2000**	\$529,035	\$899,359

Existing villa with finished basement \$66 per month for housekeeping services.

A second person occupant will increase entrance fee an additional \$25,000.

All dimensions are approximate * excludes balcony ** excludes garage and porch *** excludes garage, porch and basement

Monthly Service Fees

Unit Type	Gr. Sq. Ft.	2025 Single Occupancy	2025 Double Occupancy
Unit Type A			
A1 (1 Br)	669	\$3,577	\$5,472
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Optional Garage - \$144/month

Existing villa with finished basement \$66 per month for housekeeping services.

All dimensions are approximate * excludes balcony ** excludes garage and porch *** excludes garage, porch and basement.

Entrance Fees are anticipated to increase at the rate of approximately 5% per year. They will reflect the general rate of inflation in the housing market generated by the forces of supply and demand. Monthly Service Fees can be increased annually, and these increases are based on projected increases in operating expenses.

INFORMATION RELATED TO SECTION 7 OF THE ACT

(a) 1. **The name and business address of the provider, and a statement of whether the provider is a partnership, a corporation or other type of legal entity:** Masonic Villages of the Grand Lodge of Pennsylvania, One Masonic Drive, Elizabethtown, Pennsylvania 17022-2199. The Masonic Villages is a Pennsylvania nonprofit corporation, and a provider of continuing care owned and operated by the Grand Lodge of Free and Accepted Masons of Pennsylvania.

(a) 2. **The names and business addresses of the officers, directors, trustees, managing or general partners.** The present directors of Masonic Villages are:

Larry A. Derr, Member of Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is the Right Worshipful Grand Master for the Masonic Fraternity for the Commonwealth of Pennsylvania. He is a retired Vice President of Construction with Caretti Inc. in Camp Hill, PA. Mr. Derr has been a member of the Board of Directors of Masonic Villages since December 2017.

Robert D. Brink, Member of Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is the Right Worshipful Deputy Grand Master for the Masonic Fraternity for the Commonwealth of Pennsylvania. He is the president of Pennridge Development Enterprises, Inc. in Perkasio, PA. Mr. Brink has been a member of the Board of Directors of Masonic Villages since December 2019.

Paul J Roup, Member of the Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is the Right Worshipful Senior Grand Warden for the Masonic Fraternity for the Commonwealth of Pennsylvania. Mr. Roup is the owner of Dreamscape Video Productions. He is also a magazine editor for the Supreme Council NMJ. Mr. Roup has been a member of the Board of Directors of Masonic Villages since December 2021.

Lynn B. Baker, Member of the Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is the Right Worshipful Junior Grand Warden for the Masonic Fraternity for the Commonwealth of Pennsylvania. He is the owner/forester of Baker Forest Consulting LLC. Mr. Baker has been a member of the Board of Directors of Masonic Villages since December 2023.

Mark A. Haines, Member of Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is the Right Worshipful Grand Secretary for the Masonic Fraternity for the Commonwealth of Pennsylvania. He is employed as the Grand Secretary of the Grand Lodge of Pennsylvania. Mr. Haines has been a member of the Board of Directors of Masonic Villages since December 2005.

Adam C. Heese, Member of Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is the Right Worshipful Grand Treasurer for the Masonic Fraternity for the Commonwealth of Pennsylvania. He is a Senior Tax Analyst with Kennametal Inc. in Latrobe, PA. Mr. Heese has been a member of the Board of Directors at the Masonic Villages since May 2012.

Kim W. Jeffreys, Member of Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is a retired Vice President of Construction Services with Weber Murphy Fox Architects and Construction Managers in Erie, PA. Mr. Jeffreys serves as Chair of the Building and Grounds Subcommittee of the Board of Directors. Mr. Jeffreys has been a member of the Board of Directors of Masonic Villages since December 2016.

Robert C. Snyder II, Member of Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is a partner at Robert Snyder Agency, McConnellsburg, PA. Mr. Snyder is a Chartered Property Casualty Underwriter and Certified Insurance Counselor. Mr. Snyder has been a member of the Board of Directors of Masonic Villages since December 2017.

Frederic C. Wheeler IV, Member of Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is a Chief Investment Officer with Friedenthal Financial, LLC in Voorhees, NJ. Mr. Wheeler has been a member of the Board of Directors of Masonic Villages since July 2018.

Glenn David Miller, II, Member of Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is a retired Cardiologist. Mr. Miller has been a member of the Board of Directors of Masonic Villages since December 2022.

Robert J. Cepielik, Member of Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is a Consultant with Berkeley Research Group based in Washington DC. Mr. Cepielik has been a member of the Board of Directors of Masonic Villages since December 2023.

Thomas Edward Bahney, Jr., Member of Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is a General Manager for United States Steel Corporation in Pittsburgh, PA. Mr. Bahney has been a member of the Board of Directors of Masonic Villages since April 2024.

Todd R. Ockovic, Member of Board, One Masonic Drive, Elizabethtown, PA 17022-2199, is a financial planner. Mr. Ockovic has been a member of the Board of Directors of Masonic Villages since December 2024.

William L. Kingsbury, Masonic Village, One Masonic Drive, Elizabethtown, PA 17022-2199, is employed as Chief Executive Officer of the Masonic Villages of the Grand Lodge of Pennsylvania. Mr. Kingsbury earned his Bachelor of Science degree in business administration and finance from Villanova University and his juris doctorate from the university's School of Law. He joined the law firm of Peck, Young & VanSant, Philadelphia, in 1995 and was promoted to partner in 1997. In 2001, Peck, Young & VanSant merged into the national law firm of Montgomery, McCracken, Walker & Rhoads, LLP, where he served in various leadership positions, including on the Management Committee and as Chair of the Business Department. Mr. Kingsbury served as outside general counsel to the Grand Lodge of Pennsylvania and its charitable affiliates from 1995 – May 2019. He has served on various Grand Lodge committees, including as Chair of the Grand Lodge of Pennsylvania Consolidated Fund and the Grand Lodge of Pennsylvania Pension Plan from 2009 – 2019. He became a member of the LeadingAge PA Board in June 2020.

Adrienne M. Staudenmayer, Masonic Village, One Masonic Drive, Elizabethtown, PA. 17022-2199, is employed as Chief Operating Officer of the Masonic Villages of the Grand Lodge of Pennsylvania. Adrienne joined Masonic Village in 1988. She has served as Chief Operating Officer since January 2021. She provides operational direction and strategic oversight for all service areas of the organization's five locations. She is also responsible for providing leadership, support and guidance to all Masonic Village Executive Directors and the Senior Vice President of Operations, who oversees the organization's home and community-based services, children's home and home for adults with developmental disabilities. Previously, Adrienne served as Executive Director for the Masonic Village at Lafayette Hill since 2001. Throughout her tenure, she led the community through extensive renovations, construction, service enhancements and growth. Adrienne earned her Bachelor of Science degree from Gwynedd Mercy College. An active member of LeadingAge and LeadingAge PA, Adrienne serves as Past Chairperson of the board of directors for the Masonic Communities & Services Association.

Pamela S. Formica, Masonic Village, One Masonic Drive, Elizabethtown, PA 17022-2199, is a Certified Public Accountant and is employed as Chief Financial Officer for Masonic Villages of the Grand Lodge of Pennsylvania. She joined Masonic Villages in 2015 as the vice president of mission development. She was previously employed by Masonic Village at Elizabethtown as assistant controller from 1992 until 2002. From 2002 until 2015, she was employed with Brethren Village as vice president of finance. Ms. Formica received her bachelor's degree from Elizabethtown College. She has been licensed as a Certified Public Accountant since 1991 and is a member of the Pennsylvania Institute of Certified Public Accountants. Ms. Formica serves as a board member and treasurer for PA Acacia Insurance Company, LTD (Vermont Captive) and Ashlar Home Health and Hospice Services, LLC. Additionally, she is a director of the board of Goodwill Keystone Area and is the treasurer for Elizabethtown Community Housing and Outreach.

Tracy Leja-Krepps was promoted to executive director for the Masonic Village at Sewickley in March 2025. She received her bachelor's degree in business administration and a 120-hour Nursing Home Administration Certificate, both from Robert Morris University. Ms. Leja-Krepps joined Masonic Village at Sewickley in 2006 and most recently served as assistant executive director. Previously, she worked for Extendicare Health Services, where she was the administrator at three of their facilities and served as the administrator of Eldercrest Nursing Center. She is a volunteer with Casey's Clubhouse, which provides the opportunity for children with special needs to play baseball, and the Clear Thoughts Foundation, dedicated to the discovery of breakthrough drugs and novel treatments to eliminate dementia.

- (a) 3. **A description of the business experience of the officers of the provider and the proposed manager of the facility:** The business experience of the present directors of Masonic Villages is noted in the previous paragraph. Because the Masonic Villages draw on the expertise of its staff, the Masonic Villages feel confident that a qualified management team has been assembled.

None of the directors or officers named above has an interest in any firm,

association, trust, partnership or corporation which is intended to provide goods, leases or services to the facility of a value of \$500 or more within any year.

None of the people named in the preceding paragraphs has anything to disclose with regard to paragraph (a)3.(c) under Section 7. of the Continuing Care Provider Registration and Disclosure Act.

- (a) 4. **A statement as to whether the provider is affiliated with a religious, charitable or other nonprofit organization, and the nature of the affiliation. Also, the extent to which the affiliate organization will be responsible for the financial contract obligations of the provider.** The Masonic Villages is owned and operated by the Grand Lodge of Free and Accepted Masons of Pennsylvania whose existence antedates both the Commonwealth of Pennsylvania and the United States of America. The Masonic Villages is tax exempt under Section 501(c) (3) of the Federal Internal Revenue Code. The Masonic Villages has been a provider of long-term care for the last 112 years.
- (a) 5. **The location and description of the physical property:** Retirement Living at Masonic Village at Sewickley is comprised of 54 villas and 228 apartments developed on over 60 acres of wooded area located in Aleppo Township, Allegheny County, Pennsylvania. Retirement Living residents have access to a main clubhouse which houses a formal dining room, terrace dining, grill room, hair salon, country store, resident bank, library, recreational and activity areas, lounges, assembly room, physician's offices, and administrative offices. Additionally, all retirement living residents have access to the 128-bed nursing facility (Sturgeon Health Care Center) and 64-bed personal care facility (Star Points Building).
- (a) 6. **The services provided or proposed to be provided under contracts for continuing care at the facility.**

Description of Services Offered

The following services are included in the Monthly Service Fee:

- On campus Security
- Flexible dining options
- Twice monthly housekeeping of each unit
- Housekeeping of residential and common areas
- Maintenance of included major appliances
- Necessary repairs and maintenance of unit
- Water and sewer

- Electric
- Heat/Air conditioning
- Real estate taxes (if applicable)
- Trash removal
- Snow removal
- Upkeep of grounds
- Use of available recreational amenities such as: walking paths
- Provision of nursing facility and personal care services
- Emergency Call System

Description of Nursing Services

The Sturgeon Health Care Center offers 24-hour per day nursing care and transitional care and operates within the guidelines established by the Commonwealth of Pennsylvania for licensed long-term care facilities. In addition to nursing care, supportive services that accompany nursing facility care are provided at the facility. The Masonic Village at Sewickley makes every effort to rehabilitate residents in order to maintain the requirements of tenancy.

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(a) 7. Description of Fees and Periodic Charges:

Entrance Fees

Unit Type	Gr. Sq. Ft.	2025 Entrance Fee Four-Year Declining Balance	2025 Entrance Fee 90% Refundable
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A second person occupant will increase entrance fee an additional \$25,000.

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Monthly Service Fees

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Optional Garage - \$144/month

Existing villa with finished basement \$66 per month for housekeeping services.

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Entrance Fees are anticipated to increase at the rate of approximately 5% per year. They will reflect the general rate of inflation in the housing market generated by the forces of supply and demand. Monthly Service Fees can be increased annually, and these increases are based on projected increases in operating expenses. Over the past five years, the monthly fee for a one-bedroom standard apartment at Masonic Village at Sewickley has been increased as follows:

Year	Monthly Fee	Increase Amount	Increase Percent
2025	\$3,577	\$170	5.00%
2024	\$3,407	\$162	5.00%
2023	\$3,245	\$184	6.00%
2022	\$3,061	\$118	4.00%
2021	\$2,943	\$126	4.50%

- (a) 8. **The provisions that will be made to provide reserve funding.** When required by the Act, entrance fee payments will be deposited in a reserve which will be established through an Escrow Agreement. The entrance fee payments for new and existing units will be deposited in a reserve which has been established with US Bank, in accordance with the Act.
- (a) 9. **Certified financial statements of the provider.** Certified financial statements for the Masonic Villages of the Grand Lodge of Pennsylvania for the years ended December 31, 2024 and December 31, 2023 are attached and marked Attachment I.

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ATTACHMENT I

FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2024

Audited
Consolidated
Financial
Statements

December 31,
2024

Masonic Villages of
the Grand Lodge of
Pennsylvania

INDEX

	<u>PAGE</u>
Independent Auditor's Report	1 - 2
Consolidated Balance Sheets	3
Consolidated Statements of Operations	4
Consolidated Statements of Functional Expenses	5
Consolidated Statements of Changes in Net Assets	6
Consolidated Statements of Cash Flows	7 - 8
Notes to Consolidated Financial Statements	9 - 51



Guidance You
Can Count On.

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Masonic Villages of the
Grand Lodge of Pennsylvania
Elizabethtown, Pennsylvania

Opinion

We have audited the accompanying consolidated financial statements of Masonic Villages of the Grand Lodge of Pennsylvania (a not-for-profit organization) and subsidiaries, which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations, functional expenses, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, based on our audits and the report of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Masonic Villages of the Grand Lodge of Pennsylvania and subsidiaries as of December 31, 2024 and 2023, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of Pennsylvania Acacia Insurance Company, Ltd, a wholly-owned subsidiary, which statements reflect total assets of \$ 18,051,460 and \$ 16,438,980 as of December 31, 2024 and 2023, respectively, and total revenues of \$ 1,739,190 and \$ 2,086,677, respectively, for the years then ended. Those statements were audited by other auditors, whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Pennsylvania Acacia Insurance Company, Ltd, is based solely on the report of the other auditors.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Masonic Villages of the Grand Lodge of Pennsylvania and subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements related to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 Masonic Villages of the Grand Lodge of Pennsylvania and subsidiaries' ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the 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 auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements 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 generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 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 Masonic Villages of the Grand Lodge of Pennsylvania and subsidiaries' 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 Masonic Villages of the Grand Lodge of Pennsylvania and subsidiaries' 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.



Hagerstown, Maryland
April 22, 2025

**MASONIC VILLAGES OF THE
GRAND LODGE OF PENNSYLVANIA
CONSOLIDATED BALANCE SHEETS
December 31, 2024 and 2023**

	2024	2023
ASSETS		
Current assets:		
Cash and cash equivalents (Note 3)	\$ 22,512,010	\$ 18,408,843
Assets whose use is limited and that are required for current liabilities (Note 8)	984,862	966,080
Resident accounts receivable, net of estimated uncollectibles of \$1,470,500 in 2024 and \$1,254,233 in 2023 (Note 4)	9,055,544	7,588,861
Investment income receivable	2,054,527	1,930,675
Inventory	3,397,435	3,607,011
Other current assets	4,475,145	2,862,070
Notes receivable (Note 6)	648,534	650,938
Contributions receivable (Note 5)	126,238	157,218
Total current assets	43,254,295	36,171,696
Contributions receivable, net of current portion (Note 5)	857,358	963,055
Minimum liquid reserve requirement (Notes 7, 22)	20,536,076	20,745,508
Investments (Note 7)	954,483,637	884,824,873
Property and equipment, net (Note 9)	350,815,634	365,175,772
Operating right of use asset	4,923,037	-
Other assets:		
Other long-term assets	2,323	2,323
Total other assets	2,323	2,323
 Total assets	 \$1,374,872,360	 \$1,307,883,227

	<u>2024</u>	<u>2023</u>
LIABILITIES AND NET ASSETS		
Current liabilities:		
Current installments of long-term debt (Note 11)	\$ 10,655,000	\$ 10,385,000
Accrued expenses	19,593,024	17,705,250
Accounts payable:		
Trade	5,834,605	6,300,461
Grand Lodge	10,548	3,542
Grand Lodge of Pennsylvania Charity Foundation	23,418	4,634
Operating lease liability	792,738	-
Deferred revenue	303,667	136,557
Deposits - residents	703,437	791,704
Deposits on unoccupied units	1,879,956	1,844,460
Annuities payable	1,268,380	1,216,905
Total current liabilities	<u>41,064,773</u>	<u>38,388,513</u>
Annuities payable, net of current portion	10,780,183	10,082,867
Refundable fees	107,932,869	106,582,904
Deferred revenue from entrance fees	134,874,986	131,923,308
Interest rate swap agreements (Note 10)	2,394,773	3,249,177
Deferred revenue, net of current portion	676,798	189,213
Operating lease liability, net of current portion	4,187,805	-
Long-term debt (Note 11)	<u>121,241,036</u>	<u>132,155,546</u>
Total liabilities	<u>423,153,223</u>	<u>422,571,528</u>
Net Assets:		
Without donor restrictions	547,398,138	504,110,928
With donor restrictions	<u>404,320,999</u>	<u>381,200,771</u>
Total net assets	<u>951,719,137</u>	<u>885,311,699</u>
Total liabilities and net assets	<u>\$1,374,872,360</u>	<u>\$1,307,883,227</u>

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

**MASONIC VILLAGES OF THE
GRAND LODGE OF PENNSYLVANIA
CONSOLIDATED STATEMENTS OF OPERATIONS
December 31, 2024 and 2023**

	<u>2024</u>	<u>2023</u>
Operating revenues:		
Resident service revenue (Note 16)	\$165,854,185	\$161,528,609
Provision for bad debts	<u>(498,015)</u>	<u>(464,412)</u>
Net resident service revenue	165,356,170	161,064,197
Amortization of entrance fees	16,085,265	16,235,298
Other operating revenue	4,917,516	5,264,377
Investment income	<u>15,863,704</u>	<u>14,777,525</u>
Total operating revenues	<u>202,222,655</u>	<u>197,341,397</u>
Operating expenses:		
Wages, salaries, and benefits	122,133,999	120,885,848
Supplies	31,336,377	30,208,525
Purchased services	25,958,601	27,122,860
Energy and utilities	9,558,628	9,387,397
Depreciation and amortization	29,410,274	29,804,118
Interest	5,448,396	5,127,563
Other operating expenses	6,299,626	6,470,205
Loss on refunding of long-term debt	<u>-</u>	<u>78,502</u>
Total operating expenses	<u>230,145,901</u>	<u>229,085,018</u>
Loss from operations before change in fair value of derivative financial instruments	<u>(27,923,246)</u>	<u>(31,743,621)</u>
Unrealized appreciation of interest rate swap agreements	<u>854,404</u>	<u>374,732</u>
Loss from operations	<u>(27,068,842)</u>	<u>(31,368,889)</u>
Nonoperating gains (losses):		
Contributions, gifts, and bequests	7,686,130	5,142,834
Contributions from Grand Lodge net assets with donor restrictions	28,000	-
Income from perpetual trusts held by third parties	2,163,514	2,318,622
Realized gains on sale of investments	26,303,094	14,549,130
Adjustments of actuarial liabilities of split-interest agreements	(751,832)	(1,237,720)
Gain on disposal of property and equipment	<u>259,445</u>	<u>71,352</u>
Total nonoperating gains	<u>35,688,351</u>	<u>20,844,218</u>
Excess (deficiency) of revenues and gains over expenses and losses	<u>8,619,509</u>	<u>(10,524,671)</u>
Net assets released from restrictions:		
Satisfaction of program restrictions - Operations	14,816,188	12,749,030
Satisfaction of program restrictions - Purchase of property and equipment	<u>518,014</u>	<u>1,082,841</u>
Total net assets released from restrictions	<u>15,334,202</u>	<u>13,831,871</u>
Net unrealized appreciation on investments	<u>19,333,499</u>	<u>43,640,373</u>
Increase in net assets without restrictions	<u>\$ 43,287,210</u>	<u>\$ 46,947,573</u>

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

**MASONIC VILLAGES OF THE
GRAND LODGE OF PENNSYLVANIA
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
December 31, 2024 and 2023**

	2024			
	Program Services	Management and General	Fundraising	Total
Wages, salaries, and benefits	\$104,825,442	\$16,337,813	\$ 970,744	\$122,133,999
Supplies	30,966,524	347,675	22,178	31,336,377
Purchased services	18,077,625	7,759,981	120,995	25,958,601
Energy and utilities	9,420,392	137,947	289	9,558,628
Depreciation and amortization	27,878,192	1,531,428	654	29,410,274
Interest	5,287,919	160,477	-	5,448,396
Other operating expenses	5,659,949	503,563	136,114	6,299,626
Total operating expenses	<u>\$202,116,043</u>	<u>\$26,778,884</u>	<u>\$1,250,974</u>	<u>\$230,145,901</u>

	2023			
	Program Services	Management and General	Fundraising	Total
Wages, salaries, and benefits	\$103,594,991	\$16,287,684	\$1,003,173	\$120,885,848
Supplies	29,839,379	361,251	7,895	30,208,525
Purchased services	18,670,859	8,259,892	192,109	27,122,860
Energy and utilities	9,188,197	198,014	1,186	9,387,397
Depreciation and amortization	28,114,342	1,689,549	227	29,804,118
Interest	4,950,712	176,851	-	5,127,563
Other operating expenses	5,738,100	605,458	126,647	6,470,205
Loss on refunding of long-term debt	78,502	-	-	78,502
Total operating expenses	<u>\$200,175,082</u>	<u>\$27,578,699</u>	<u>\$1,331,237</u>	<u>\$229,085,018</u>

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

**MASONIC VILLAGES OF THE
GRAND LODGE OF PENNSYLVANIA
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
December 31, 2024 and 2023**

	2024			2023		
	<u>Total</u>	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>
Revenues and Gains:						
Total operating revenues	\$ 202,222,655	\$ 202,222,655	\$ -	\$ 197,341,397	\$ 197,341,397	\$ -
Unrealized appreciation on interest rate swap agreements	854,404	854,404	-	374,732	374,732	-
Nonoperating investment income	1,113,202	-	1,113,202	1,078,403	-	1,078,403
Realized gains on sale of investments	42,486,878	26,303,094	16,183,784	24,584,350	14,549,130	10,035,220
Gain on disposal of property and equipment	259,445	259,445	-	71,352	71,352	-
Contributions, gifts, and bequests	14,964,799	7,686,130	7,278,669	6,788,630	5,142,834	1,645,796
Contributions from Grand Lodge net assets with donor restrictions	28,000	28,000	-	-	-	-
Income from perpetual trusts held by third parties	2,257,060	2,163,514	93,546	2,469,536	2,318,622	150,914
Total revenues and gains	264,186,443	239,517,242	24,669,201	232,708,400	219,798,067	12,910,333
Expenses and Losses:						
Operating expenses	230,145,901	230,145,901	-	229,085,018	229,085,018	-
Adjustment of actuarial liabilities of split-interest agreements	732,838	751,832	(18,994)	1,216,542	1,237,720	(21,178)
Total expenses and losses	230,878,739	230,897,733	(18,994)	230,301,560	230,322,738	(21,178)
Excess (deficiency) of revenue and gains over expenses and losses	33,307,704	8,619,509	24,688,195	2,406,840	(10,524,671)	12,931,511
Net assets released from restrictions						
Satisfaction of program restrictions						
For use in operations	-	14,816,188	(14,816,188)	-	12,749,030	(12,749,030)
For capital purchases	-	518,014	(518,014)	-	1,082,841	(1,082,841)
Total net assets released from restrictions	-	15,334,202	(15,334,202)	-	13,831,871	(13,831,871)
Net unrealized appreciation on investments	33,099,734	19,333,499	13,766,235	73,631,889	43,640,373	29,991,516
Increase in net assets	66,407,438	43,287,210	23,120,228	76,038,729	46,947,573	29,091,156
Net assets at January 1	885,311,699	504,110,928	381,200,771	809,272,970	457,163,355	352,109,615
Net assets at December 31	\$ 951,719,137	\$ 547,398,138	\$ 404,320,999	\$ 885,311,699	\$ 504,110,928	\$ 381,200,771

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

**MASONIC VILLAGES OF THE
GRAND LODGE OF PENNSYLVANIA
CONSOLIDATED STATEMENT OF CASH FLOWS
December 31, 2024 and 2023**

	<u>2024</u>	<u>2023</u>
Cash Flows from Operating Activities and Nonoperating Gains:		
Increase in net assets	\$ 66,407,438	\$ 76,038,729
Adjustments to reconcile increase in net assets to net cash provided by operating activities and nonoperating gains:		
Depreciation and amortization	29,410,274	29,804,118
Amortization of deferred financing costs	101,790	110,026
Loss on refunding of long-term debt	-	78,502
Bad debts	498,015	464,412
Bond premium amortization	(410,783)	(432,924)
Bond discount amortization	52,983	8,595
(Gain) on disposal of property and equipment	(259,445)	(71,352)
Amortization of entrance fees	(16,085,265)	(16,235,298)
Initial contributions recognized from split-interest agreements	(1,058,513)	(413,365)
Actuarial adjustments for split-interest agreements	732,838	1,216,542
Contributions restricted for long-term investments	(7,372,214)	(1,796,710)
Net realized and unrealized (gains) on long-term investments	(75,586,612)	(98,216,239)
Increase in fair value of interest rate swap agreements	(854,404)	(374,732)
(Increase) decrease in receivables	(1,951,874)	(2,120,430)
(Increase) decrease in other current assets and inventory	(1,403,500)	393,967
Increase (decrease) in accounts payable and accrued expenses	1,501,716	1,063,373
Increase (decrease) in other current and noncurrent liabilities	601,924	122,111
Proceeds from entrance fees and deposits	30,828,528	29,916,417
Net cash provided by operating activities and nonoperating gains	<u>25,152,896</u>	<u>19,555,742</u>
Cash Flows from Investing Activities:		
Acquisition of property and equipment	(14,790,691)	(16,167,746)
(Increase) in assets whose use is limited	(18,781)	(55,887)
Decrease (increase) in notes receivable	2,404	(650,938)
Proceeds from the sale of investments	51,258,903	52,494,562
Purchases of investments	(45,121,623)	(28,272,855)
Net cash provided by (used in) investing activities	<u>\$ (8,669,788)</u>	<u>\$ 7,347,136</u>

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

**MASONIC VILLAGES OF THE
GRAND LODGE OF PENNSYLVANIA
CONSOLIDATED STATEMENT OF CASH FLOWS
December 31, 2024 and 2023**

Cash Flows from Financing Activities:		
Refunds of entrance fees and deposits	\$(10,441,622)	\$(10,852,037)
Proceeds from contributions restricted for long-term investments	7,372,215	1,796,710
Proceeds from contributions under split-interest agreements	1,894,989	667,413
Net payments made on split-interest agreements	(820,523)	(1,301,579)
Payment of deferred financing fees	-	(498,327)
Proceeds from issuance of bonds	-	26,733,091
Principal payments of long-term debt	<u>(10,385,000)</u>	<u>(36,855,000)</u>
Net cash (used in) financing activities	<u>(12,379,941)</u>	<u>(20,309,729)</u>
Net increase in cash and cash equivalents	4,103,167	6,593,149
Cash and cash equivalents - Beginning of year	<u>18,408,843</u>	<u>11,815,695</u>
Cash and cash equivalents - End of year	<u>\$ 22,512,010</u>	<u>\$ 18,408,843</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	\$ 5,698,661	\$ 5,499,224

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

**MASONIC VILLAGES OF THE
GRAND LODGE OF PENNSYLVANIA**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024 and 2023

NOTE 1: Summary of Significant Accounting Policies

Organization

Masonic Villages of the Grand Lodge of Pennsylvania (Masonic Villages) is a Pennsylvania not-for-profit corporation. The Grand Lodge of Free and Accepted Masons of Pennsylvania (Grand Lodge) is the sole member of Masonic Villages. Prior to January 1, 2013, Masonic Villages operated as an unincorporated unit of Grand Lodge known as Masonic Homes of the Grand Lodge of Free and Accepted Masons of Pennsylvania (Masonic Homes). Masonic Villages is considered the successor organization to Masonic Homes and has continued to operate Masonic Homes' services since January 1, 2013. Masonic Villages provides various services in Pennsylvania at its campuses located in Elizabethtown, Warminster, Sewickley, Lafayette Hill, and Dallas. These campuses are referred to, collectively and individually, as "Masonic Villages" for marketing and business purposes.

Services provided at the Elizabethtown campus as of December 31, 2024 include a 453-bed nursing facility providing nursing care (Nursing Home), 1,071 units of Retirement Living consisting of apartments and cottages, a 135 bed personal care facility (Personal Care), and an 8 bed Residential care program (Residential Care) for developmentally disabled individuals. In addition to these residential services, the Elizabethtown location also offers an Outreach program, and hospice, home health care and home care services. The Elizabethtown location also includes meeting and conference facilities and a farm.

As of December 31, 2024, services provided at the Warminster campus include a 43-bed nursing facility. On October 1, 2024, 19 personal care beds were removed from service and licensure surrendered. Prior to this date, the beds were operational.

As of December 31, 2024, services provided at the Sewickley campus include a 128-bed nursing facility, 64 beds of personal care, and 282 units of Retirement Living Apartments and Villas. In addition to these residential services, the Sewickley campus also offers home care services.

As of December 31, 2024, services provided at the Lafayette Hill campus include a 60-bed nursing facility, 38 beds of personal care, and 158 units of Retirement Living Apartments. In addition to these residential services, the Lafayette Hill campus also offers home care services.

As of December 31, 2024, services provided at the Dallas campus include 83 units of Retirement Living Apartments and Cottages.

In addition to the services provided at its campuses, Masonic Villages includes the following subsidiaries:

The Masonic Children's Home operates a 40-bed home for disadvantaged children on the Elizabethtown campus where children between the ages of 7 and 18 are offered the security and support necessary for healthy growth and development. The Masonic Children's Home was operated as a program of Masonic Villages until January 1, 2023. Effective January 1, 2023, the Masonic Children's Home was divided out of Masonic Villages into a newly formed Pennsylvania limited liability company. Masonic Villages is the sole member of the Masonic Children's Home. Pursuant to its limited liability company operating agreement, management of the Masonic Children's Home is vested in a board of managers.

NOTE 1: Summary of Significant Accounting Policies - Continued

Organization -Continued

The Masonic Library and Museum of Pennsylvania (Masonic Library and Museum) was established as a Pennsylvania not-for-profit corporation in 1990 to maintain and operate the library and museum located at the Masonic Temple, Philadelphia, Pennsylvania. In 2003, Grand Lodge transferred to Masonic Library and Museum the functions of Masonic education and the maintenance and operation of the Masonic Temple. Grand Lodge was the sole member of the Masonic Library and Museum until January 1, 2020. Effective January 1, 2020, Masonic Villages replaced Grand Lodge as the sole member of Masonic Library and Museum. Effective January 1, 2023, the Masonic Library and Museum was converted from a Pennsylvania not-for-profit corporation to a Pennsylvania sole member limited liability corporation (LLC). Masonic Villages is the sole member of the LLC.

The Pennsylvania Masonic Youth Foundation (Foundation) was established as a Pennsylvania not-for-profit corporation in 1982 for the purpose of guiding youth in Pennsylvania in their mental, physical and religious or spiritual development through programs in the fields of physical education, sportsmanship, citizenship, morality, public speaking, and the arts, all designed to develop and promote an awareness of the principles of good citizenship, sportsmanship, respect for parents and fellowmen, and generally to assist in the development of a life philosophy that will sustain them in the future. Grand Lodge was the sole member of the Foundation until January 1, 2020. Effective January 1, 2020, Masonic Villages replaced Grand Lodge as the sole member of the Foundation. Effective January 1, 2023, the Foundation was converted from a Pennsylvania not-for-profit corporation to a Pennsylvania sole member limited liability corporation (LLC). Masonic Villages is the sole member of the LLC.

The Pennsylvania Acacia Insurance Company, Ltd. (PAIC), was established in December 2002 as a Vermont corporation for the purpose of insuring certain healthcare and professional liability risks of Masonic Villages through its operation as a captive insurance company. PAIC is exempt from federal income tax as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. Masonic Villages is the sole member of PAIC.

Ashlar Home Health and Hospice Services, LLC (Ashlar), was established as a Pennsylvania sole member limited liability company to provide home care, home health care, hospice care, and palliative care services to residents of the Masonic Village at Elizabethtown and surrounding communities. Masonic Villages is the sole member of Ashlar, which is a disregarded entity for federal tax purposes.

On October 2, 2022, Acacia Services, LLC, a wholly- owned subsidiary of Masonic Villages, ceased restaurant operations at the Dallas campus. On December 1, 2022, Acacia Services, LLC's board of directors approved a resolution to dissolve Acacia Services, LLC and on June 29, 2023, the Pennsylvania Department of State approved the dissolution and liquidation of the remaining assets to Masonic Villages.

Principles of Consolidation

The consolidated financial statements include the financial statements of Masonic Villages and its wholly owned subsidiaries, Pennsylvania Acacia Insurance Company, Ltd., Ashlar Home Health and Hospice Services, LLC, Masonic Children's Home, The Masonic Library and Museum of Pennsylvania, and Pennsylvania Masonic Youth Foundation after elimination of all significant interrelated balances and transactions.

NOTE 1: Summary of Significant Accounting Policies - Continued

Assets Whose Use is Limited

Assets whose use is limited include assets held by trustees under an indenture agreement.

Resident Accounts Receivable

Accounts receivable for services provided to residents consists of amounts owed directly from residents on a private pay basis and amounts owed from third-party payors on behalf of residents and are generally due 30 days after billed. Receivables from third-party payors are recorded at established rates, net of contractual adjustments specific to each payor. Receivables from private pay residents are recorded at established rates. Receivables are considered to be past due when payments have not been received by Masonic Villages within 90 days of their contractually stated due date. The provision for uncollectible private pay resident accounts receivable is based on management's assessment of the collectability of individual receivables and the aggregate aging of all of the private pay resident accounts receivable. Masonic Villages references an aging schedule segregated by payer and location to estimate expected credit losses relative to resident accounts receivable. The basis for this is expected credit losses for resident accounts receivable may be determined by the length of time a receivable has been outstanding. This is particularly true with payers requiring claim submissions within a specific period or look back period for eligibility. Each payer and location are carefully examined, noting accounts with greater risk of credit loss because of timeframe, challenges with county assistance office, non-responsiveness from guarantors, etc. An estimated reserve is associated with such accounts which is aggregated into a total specific reserve. The total specific reserve is removed from the aging schedule totals. A general reserve is applied to the net aging schedule totals based on qualitative factors for economic, environmental, and other factors. Expected credit losses relative to resident accounts receivable include the specific reserve and the general reserve. Losses are charged against the allowance for uncollectible private pay resident accounts receivable when management believes the lack of collectability of a receivable is confirmed.

Inventory

Inventory consists of medical supplies and pharmaceutical products, livestock, and maintenance supplies and is valued at the lower of cost or net realizable value. Cost is determined on the first-in, first-out basis.

Notes Receivable and Allowance for Uncollectible Notes Receivable

Masonic Villages has provided short-term loans to residents entering its Retirement Living facilities. These loans are evidenced by a note which authorizes a judgment against the resident's property to effect loan satisfaction and are recorded at the gross amount of the loan proceeds, reduced by an allowance for uncollectible notes receivable. Interest income from notes receivable is accrued on the straight-line method. Notes are considered to be due one year from the date of the note.

Nonaccrual notes receivable are those on which accrual of interest has ceased and where all previously accrued but not collected interest is reversed. Notes are placed on nonaccrual status when, in the opinion of management, full collection is doubtful. Interest accrued but not collected as of the date of placement on nonaccrual status is reversed and charged against current income. While a note receivable is on nonaccrual status, subsequent cash payments received are either applied to outstanding principal balance or recorded as interest income, depending on management's assessment of the ultimate collection of principal and interest.

NOTE 1: Summary of Significant Accounting Policies - Continued

Notes Receivable and Allowance for Uncollectible Notes Receivable - Continued

The allowance for uncollectible notes receivable is evaluated on a regular basis by management and is based on historical experience, the nature and volume of the notes receivable portfolio, adverse conditions that may affect the borrower's ability to repay, and prevailing economic conditions. This evaluation is inherently subjective, as it requires estimates that are susceptible to significant revision as more information becomes available. Notes are considered to be past due when principal and interest payments have not been received by Masonic Villages within 90 days of their contractually stated due date. Losses are charged against the allowance for uncollectible notes receivable when management believes the uncollectability of a note is confirmed.

Because of the limited number of notes receivable on the books, Masonic Villages examined each note and evaluated its collectability based on financial profile of resident as well as timeframe for repayment (i.e., closing scheduled for sale of home). It was determined no credit losses are expected on the notes receivable at December 31, 2024 and 2023. Additionally, throughout the years, Masonic Villages has not experienced credit losses which were materially in excess of our estimates.

Contributions Receivable

Contributions receivable recorded by Masonic Villages consist of charitable lead trusts and promises to give.

Masonic Villages will be the recipient of specified funds over the terms of several charitable lead trusts upon the death of the beneficiaries. Contributions receivable are recorded at the net present value of the expected trust assets to be received based on the fair value of the trust assets, the contractual or risk-free rate of return (which ranges from 1.52% to 4.25%), and the life expectancy of the current beneficiary or term of the trust.

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions are substantially met.

Investments and Investment Income

Masonic Villages carries investments at fair value. When available, fair value of the investments is determined using quoted market prices of a national securities exchange. In other instances, fair value is determined using other observable market data or Masonic Villages' own assumptions. Contributed investments are initially valued at the quoted fair value on the date received, which is then treated as cost.

Investment income on borrowed funds held by a trustee and investment income from all other investments without donor restrictions are reported as operating revenues. Investment income and gains (losses) on investments with donor restrictions are added to (deducted from) the appropriate net assets with donor restrictions.

Masonic Villages reviews the investment portfolio's performances at least quarterly, including evaluation of any available for sale debt securities in an unrealized loss position for possible impairment. A debt security is deemed impaired if the fair value of the investment is less than its amortized cost. In this evaluation, consideration is given to the issuer of the securities and their creditworthiness, any changes to the rating of the security and any adverse conditions specifically

NOTE 1: Summary of Significant Accounting Policies - Continued

Investments and Investment Income - Continued

related to the security, among other factors. Also, the business and financial outlook of the issuer, as well as broader economic performance indicators, may be evaluated. If this assessment indicates that a credit loss exists, the present value of cash flows expected to be collected from the security is compared to the amortized cost basis of the security. If the present value of cash flows expected to be collected is less than the amortized cost basis, a credit loss exists and an allowance for credit losses is recorded for the credit loss, limited by the amount that the fair value is less than amortized cost. Any impairment that has not been recorded through an allowance for credit losses is recognized as unrealized losses in the consolidated statements of operations and the consolidated statements of changes in net assets. Changes in the allowance for credit losses are recorded as provision for (or reversal of) credit loss expense. Losses are charged against the allowance when management believes the available for sale debt security is confirmed as uncollectible or when there is an intent or requirement to sell the security. Masonic Villages has elected to exclude accrued interest receivable on available for sale debt securities from the allowance for credit losses calculation. A debt security is placed on nonaccrual status at the time any principal or interest payments become 90 days past due. The receivable for interest income that is accrued but not collected is reversed against interest income when the debt security is placed on nonaccrual status. Estimating expected credit losses relative to our investments required a detailed analysis of the underlying investments, in particular debt securities. As of December 31, 2024, Masonic Villages reviewed each debt security holding in the portfolio, specifically noting the applicable rating of the issuer. This data was then summarized and ranked. Of the total portfolio, 98.78% of the debt securities were rated B or better; 98.71% were rated BB or better; and 97.72% were BBB or better. Based on this and the prior year evaluation, Masonic Villages does not have any available for sale debt securities it considers to be impaired at December 31, 2024 and 2023, which would require an allowance for credit losses.

Property and Equipment

Property and equipment are recorded at cost, or if donated, at fair value at the date of receipt. Masonic Villages reviews all disbursements greater than \$ 1,000 for capitalization as property and equipment. Expenditures for repairs which extend the useful life of the assets are capitalized and routine maintenance and repair costs are expensed as incurred.

Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Estimated useful lives are land improvements - 10 to 20 years, buildings and improvements - 20 to 40 years, and equipment - 3 to 20 years.

Deferred Financing Costs

Deferred financing costs are amortized over the period the obligation is outstanding using the effective interest method.

Collections

Masonic Villages, directly or through its subsidiaries, including Masonic Library and Museum, owns or manages collections of Masonic memorabilia, paintings, antique furniture, farm equipment, and other artifacts related to the history of Masonic Villages and Freemasonry. These collections are located at the Elizabethtown, Pennsylvania campus and at the Masonic Temple in Philadelphia, Pennsylvania. The collections, which were primarily acquired through contributions since Masonic Villages' inception, are not recognized as assets in the consolidated balance sheets. Contributed collection items are not recognized as revenue in the consolidated statements of changes in net assets.

NOTE 1: Summary of Significant Accounting Policies - Continued

Retirement Living - Entrance Fee Units

Entrance Fees - Fees paid by a resident upon entering into a resident agreement for Retirement Living, net of the portion thereof that is expected to be refundable to the resident based on refundable contract choice (refundable fees), are recorded as deferred revenue and are amortized to revenue using the straight-line method over the estimated remaining life expectancy of the resident. Contingent contracts are those that provide a minimum refund percentage greater than zero and state that re-occupancy is required prior to the payment of a refund. The refundable portion of a contingent contract is not amortized to revenue but remains as a liability until withdrawal. Some of Masonic Villages' Retirement Living resident agreements are contingent contracts because they include certain minimum guaranteed refund amounts to the residents.

Contractually Refundable Fees - Masonic Villages offers two types of contracts at its Elizabethtown, Dallas, Sewickley, and Lafayette Hill campuses. Under the terms of the first contract type, amounts refundable equal the contract amount less 5% for the first month of occupancy and 1% for each month of occupancy thereafter. As of January 1, 2014, new contracts for the Sewickley campus define amounts refundable as the contract amount less 6% for the first month of occupancy and 2% for each month of occupancy thereafter. As of January 1, 2023, new contracts for the Elizabethtown and Lafayette Hill campuses define amounts refundable as the contract amount less 6% for the first month of occupancy and 2% for each month of occupancy thereafter. Under the terms of the second contract type, amounts refundable equal 90% of the original contract amount whenever the resident chooses to permanently leave retirement living or the facility. In addition, a variation of the refundable contract type is available at the Dallas campus providing an annual 1% increase in the refundable percentage. At December 31, 2024 and 2023, entrance fees of \$ 107,932,869 and \$ 106,582,904 respectively, were refundable to residents (excluding deposits on unoccupied units) under the terms of the refundable contracts.

Obligation to Provide Future Services - Masonic Villages annually calculates the present value of the net cost of future services to be provided to Retirement Living residents. Costs of future services for Retirement Living residents at the Elizabethtown and Lafayette Hill campuses include the meals, housekeeping, maintenance, and facility costs that are provided under the terms of the Elizabethtown and Lafayette Hill contracts. Costs of future services for Retirement Living residents at the Sewickley campus who qualify for life care include the health care services, meals, housekeeping, maintenance, and facility costs that are provided under the terms of the Sewickley contract. Costs of future services for Retirement Living residents at the Dallas campus include the housekeeping, maintenance, and facility costs that are provided under the terms of the Dallas contract. The aggregate cost of future services is compared with the balance of deferred revenue from entrance fees. If the present value of the net cost for future services and use of facilities exceeds the deferred revenue from entrance fees, a liability will be recorded with a corresponding charge to expenses. Management's calculation resulted in an estimate of no liability for future services to be provided as of either December 31, 2024 or 2023, using a discount rate of 5% for 2024 and 2023.

These agreements are regulated by the Commonwealth of Pennsylvania Department of Insurance. Masonic Villages is required to maintain liquid reserves to cover the future costs associated with these agreements.

Resident Personal Funds

Masonic Villages receives and holds personal funds of certain residents as an agent of those residents. Cash and cash equivalents include resident personal funds totaling \$ 703,437 and \$ 791,704 as of December 31, 2024 and 2023, respectively.

NOTE 1: Summary of Significant Accounting Policies - Continued

Worker's Compensation Claims

For the years ended December 31, 2024 and 2023, Masonic Villages was insured for workers compensation claims in a large risk-large deductible program with a \$ 400,000 deductible for each injury/disease and a \$ 2,200,000 aggregate for each injury/disease. Premiums paid, net of any performance-based refunds, are recorded in wages, salaries, and benefits in the consolidated statements of operations.

Professional and General Liability Insurance Claims

For the years ended December 31, 2024 and 2023, Masonic Villages was insured for general and professional liability insurance claims under a healthcare liability umbrella policy with varying policy limits as determined by level of service and location. Under the primary policy, premiums are assessed retrospectively based upon terms of the policy. Retrospective premiums assessed on prospective losses are recorded as prepaid insurance until claims are fully settled at which time the premium is recorded in purchased services in the consolidated statements of operations.

Annuities Payable

Masonic Villages has several charitable gift annuity and charitable remainder unitrust arrangements with donors. Annuities payable are recorded at the net present value of the expected annuity payments based upon the amount of the contribution, the contractual rate of return (which ranges from 3% to 10.10%), and the life expectancy of the beneficiary of the annuity.

Bond Discount/Premium

Bond discount/premium is amortized over the period the related long-term debt obligation is outstanding using the effective interest method.

Net Assets

Net assets, revenues, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Net assets without donor restrictions are those available for use in general operations and may be used at the discretion of management and the Board of Directors. The Board of Directors may designate net assets to fulfill certain purposes and remove designations from net assets at their discretion.

Net assets with donor restrictions include donor restrictions that may be temporary or where the donor has specified that resources be maintained in perpetuity. Net assets with temporary donor restrictions may be met by the passage of time or other events specified by the donor. Donor imposed restrictions are released when the stipulated purpose for which the resource has been restricted has been fulfilled, when a stipulated time has elapsed, or both.

Support

Contributions received are measured at their fair values and are reported as an increase in net assets. Masonic Villages reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets, or if they are designated as support for future periods. When a donor restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same reporting period are reported as support without donor restrictions.

NOTE 1: Summary of Significant Accounting Policies - Continued

Support - Continued

Gifts of goods and equipment are reported as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Masonic Villages reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Masonic Villages is the beneficiary under various wills and trust agreements. Amounts received from such sources are recorded when clear title is established, and the proceeds are measurable.

Donated Services

A significant number of volunteers annually donate their services to Masonic Villages. Because the services provided do not require specialized skills, the value of these donated services is not reflected in the consolidated financial statements.

Resident Service Revenue

Resident service revenue is reported at the amount that reflects the consideration Masonic Villages expect to receive in exchange for the services provided. These amounts are due from residents or third-party payors, including health insurers and government programs, and may include variable consideration for retroactive revenue adjustments under reimbursement programs. This consideration is recorded initially at Masonic Villages' established rates for the services, reduced when appropriate by contractual adjustments and charity allowances, to arrive at resident service revenue reported in the consolidated statements of operations.

Performance obligations are determined based on the nature of the services provided. Resident service fee revenue is recognized as performance obligations are satisfied. The performance obligations inherent within the services Masonic Villages provides are typically satisfied within specific measurable time periods or through the delivery of a service that is immediately consumed by a customer.

Nursing care, personal care, retirement living, and the residential care program for developmentally disabled individuals are considered to be senior living residency services. Under the senior living residency agreements, services are provided to residents for a stated daily or monthly fee. Masonic Villages has determined that the senior living services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time.

In addition to senior living residency services, Masonic Villages also offers several ancillary service programs which include home care, home health care and hospice services. Masonic Villages enters into contracts to provide these ancillary services. Each service provided under these contracts is capable of being distinct. Accordingly, these services are considered individual and separate performance obligations which are satisfied as services are provided and revenue is recognized as services are provided.

Masonic Villages also provides goods and services to residents and non-residents that do not require specific contracts. This includes certain medical ancillary services, pharmacy, wellness center, beauty and barber services, meals, laundry, transportation, parking, and communications services. These goods and services are typically provided in a retail setting, where the performance obligations are satisfied, and the revenue recognized once the goods and services have been delivered to or consumed by the customer.

NOTE 1: Summary of Significant Accounting Policies - Continued

Resident Service Revenue - Continued

Masonic Villages' admissions process for senior living residency services includes a credit assessment of the prospective resident and obtaining an understanding of available third-party reimbursement from health insurers and government programs for the prospective resident. These evaluations typically occur prior to the provision of services. Acceptance of the prospective resident's credit status and applicable coverage from third party payors may require Masonic Villages to accept discounts from established billing rates. These discounts for senior living residency services represent explicit price concessions to the transaction price and are recorded as a reduction from resident service revenue.

Masonic Villages receives a significant portion of its revenue from Medicare, Medicaid and other third-party payors that receive discounts from established billing 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 services. Masonic Villages estimates the transaction price based on terms of the contract with the payor, correspondence with the payor, and historical payment trends. Retroactive adjustments are recognized in future periods as final settlements are determined. Adjustments arising from a change in the transaction price were not significant for the years ended December 31, 2024 and 2023. Laws and regulations governing Medicare, Medicaid, and other third-party programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change in the near term.

Financing Component

Masonic Villages has elected the practical expedient allowed under generally accepted accounting principles for revenue recognition and does not adjust the promised amount of consideration from residents or third-party payors for the effects of a significant financing component due to Masonic Villages' expectation that the period between the time the service is provided to a resident and the time the resident or third-party payor pays for the service will be one year or less. Masonic Villages also enters into Retirement Living contracts which provide for payments at the time of inception and are amortized to revenue using the straight-line method over the estimated remaining life expectancy of the individual contract holders. In these instances, the financing component is not deemed to be significant to the contract.

Contract Costs

Masonic Villages has applied the practical expedient allowed under generally accepted accounting principles for contracts with residents. As a result, all incremental contract acquisition costs are expensed as they are incurred, as the amortization period of the asset that Masonic Villages would have recognized is one year or less.

Balances of assets and liabilities for contracts with residents consisted for the following:

	<u>December 31, 2024</u>	<u>December 31, 2023</u>	<u>December 31, 2022</u>
Contract Receivables	\$ 9,055,544	\$ 7,588,861	\$ 5,672,135
Refundable Fee Liabilities	\$ 107,932,869	\$ 106,582,904	\$ 105,419,123
Deferred Revenue from Entrance Fee Liabilities	\$ 134,874,986	\$ 131,923,308	\$ 130,258,005

NOTE 1: Summary of Significant Accounting Policies - Continued

Charity Care

Charity care is provided to residents who have demonstrated the inability to pay and who are not eligible for third party reimbursement. Residents who meet Masonic Villages' criteria for charity care are provided services without charge or at amounts less than established rates. Certain residents qualify for charity care upon admission or when their financial resources are depleted. Therefore, Masonic Villages has determined it has provided implicit price concessions to these residents. The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to residents and the amounts Masonic Villages expects to collect based on its collection history with those residents. These implicit price concessions are recorded as charity care allowances. Because Masonic Villages provides charity care to residents who are unable to pay for these services, it is not reported as resident service revenue.

Consolidated Statements of Operations Earnings Measurements

Masonic Villages' consolidated statements of operations includes two performance indicators to measure operating earnings. The loss from operations before change in fair value of derivative financial instruments serves as an intermediate performance indicator. The loss from operations before change in fair value of derivative financial instruments includes all revenue without donor restrictions from the provision of health care and residential services, operating revenue from incidental activities such as the farm, investment income, and expenses incurred in the performance of these activities. Unrealized appreciation (depreciation) on interest rate swap agreements and non-operating gains and losses are excluded from this intermediate performance indicator.

The final performance indicator is the loss from operations. The loss from operations includes all revenue without donor restrictions from the provision of health care and residential services, operating revenue from incidental activities such as the farm, investment income, expenses incurred in the performance of these activities, and changes in the fair value of derivative financial instruments. Non-operating gains and losses are excluded from the loss from operations.

Consolidated Statements of Changes in Net Assets Earnings Measurement

Masonic Villages utilizes the excess (deficiency) of revenues and gains over expenses and losses to measure its annual earnings. The excess (deficiency) of revenues and gains over expenses and losses includes revenues and expenses from program activities, contributions, investment income, realized gains (losses) from the sale of investments, and changes in the fair value of derivative instruments. The net unrealized appreciation (depreciation) on investments is excluded from the excess (deficiency) of revenues and gains over expenses and losses.

Cash and Cash Equivalents

Cash and cash equivalents include investments in highly liquid debt instruments (i.e. money market funds) with original maturities of three months or less, excluding amounts classified as assets whose use is limited.

Leases

Masonic Villages has entered into leasing arrangements for a parcel of land at the Dallas campus, the use of equipment at several locations, and a fleet of vehicles. Masonic Villages recognizes right-of-use assets and right-of-use liabilities that arise from lease arrangements on the consolidated balance sheets at the commencement date of the lease. The value is determined based on the present value of future payments over the lease term based on incremental borrowing rates to discount the cash flows.

NOTE 1: Summary of Significant Accounting Policies - Continued

Income Taxes

Masonic Villages is a not-for-profit entity as described in Section 501(c) (3) of the Internal Revenue Code and is exempt from federal income taxes on related income pursuant to Section 509(a) of the Code and files a Form 990, "Return of Organization Exempt from Income Tax". Pennsylvania Acacia Insurance Company, Ltd. is a single member, tax-exempt corporation. The Foundation, Masonic Library and Museum, and Ashlar are all single member, limited liability corporations and are disregarded entities for income tax purposes.

Generally accepted accounting principles require organizations to disclose significant tax positions that are subject to uncertainty about the merits of the position taken or the amount of the position that may ultimately be sustained upon examination by the taxing authorities. The effects of tax positions are recognized in financial statements if, in the opinion of management, the tax position would more likely than not be sustained upon an examination by the taxing authorities, including the resolution of any applicable appeals or litigation. Masonic Villages' most significant tax position is that it is exempt from payment of federal and state income taxes. Accordingly, Masonic Villages has not reported any income tax expense in the consolidated statements of operations and the consolidated statements of changes in net assets for the years ended December 31, 2024 and 2023. Masonic Villages has not recorded liabilities for income taxes or unrecognized income tax benefits in the consolidated balance sheets as of December 31, 2024 and 2023. Masonic Villages' Form 990 is generally subject to examination for a period of three years after the returns are filed.

Use of Estimates

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

Derivative Financial Instruments

Derivative financial instruments used by Masonic Villages consist of pay-fixed, receive variable interest rate swap agreements. The purpose of these interest rate swap agreements is to limit Masonic Villages' exposure to interest rate changes on its variable-rate debt.

Disclosure about Fair Value of Financial Instruments

Financial instruments include cash and cash equivalents, short-term investments, investment securities, resident accounts receivable, notes receivable, deposits, long-term debt, and interest rate swaps.

The fair value of cash and cash equivalents are deemed to be the same as their carrying value. The fair value of resident accounts receivable equals their carrying value since they are stated net of estimated uncollectible amounts. The fair value of the long-term debt is determined based on the quoted market price of the long-term debt at the consolidated balance sheet date. The fair values of interest rate swap agreements are based on quoted market prices if available or valuation techniques which consider the present value of estimated expected future cash flows. Disclosure of additional fair values is contained in the following notes.

Reclassifications

Certain reclassifications have been made to prior period balances to conform to the current year presentation.

NOTE 2: Liquidity and Availability

Financial assets available for general expenditure without donor or other restrictions limiting their use within one year consist of the following as of December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Cash and Cash Equivalents Available for Operations	\$ 19,994,678	\$ 15,828,713
Investment Income Receivable without Donor Restrictions	1,180,399	1,063,638
Resident Accounts Receivable	9,055,544	7,588,861
Notes Receivable	648,534	650,938
Contributions Receivable	126,238	157,218
Investments without Donor Restrictions	<u>561,820,659</u>	<u>515,230,785</u>
	<u>\$ 592,826,052</u>	<u>\$ 540,520,153</u>

Under Masonic Villages' liquidity management strategy, financial assets are structured to be available as expenditures, liabilities and other obligations become due. Masonic Villages also invests cash in excess of daily requirements in short-term investments. Investments without donor restrictions are subject to an annual spending policy that is described in Note 7. Although Masonic Villages does not intend to spend from its investments without donor restrictions in excess of the maximum spending policy limit, amounts from these investments could be made available, if necessary.

NOTE 3: Cash and Cash Equivalents

Masonic Villages holds cash and cash equivalents that have been restricted by donors for certain purposes. Masonic Villages is not permitted to use restricted cash and cash equivalents for general operations. The components of Masonic Villages' cash and cash equivalents as of December 31, 2024 and 2023 are as follows:

	<u>2024</u>	<u>2023</u>
Available for Operations	\$ 19,994,678	\$ 15,828,713
Held for Resident Deposits	<u>703,437</u>	<u>791,704</u>
Total without Donor Restrictions	20,698,115	16,620,417
With Donor Restrictions	<u>1,813,895</u>	<u>1,788,426</u>
	<u>\$ 22,512,010</u>	<u>\$ 18,408,843</u>

NOTE 4: Resident Accounts Receivable

Masonic Villages' resident accounts receivable consists of amounts owed from individuals, insurance companies, and government agencies. As of December 31, 2024 and 2023, Masonic Villages' aggregate resident accounts receivable over 90 days past due totaled \$ 3,886,839 and \$ 2,009,209, respectively.

Masonic Villages' resident accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of resident accounts receivable, Masonic Villages evaluates its past history and identifies trends for each of its major sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with private pay residents (which

NOTE 4: Resident Accounts Receivable - Continued

includes both residents without insurance and residents with deductible and copayment balances due for which third-party coverage exists for part of the bill), Masonic Villages records a provision for bad debts in the period of service on the basis of past experience, which indicates that many private pay residents are unable or unwilling to pay the portion of the bill for which they are financially responsible.

The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for uncollectible accounts.

The changes in the allowance for uncollectible accounts receivable for the years ended December 31, 2024 and 2023 were as follows:

	<u>2024</u>	<u>2023</u>
Allowance at January 1	\$ 1,254,233	\$ 891,612
Provision for Bad Debts	498,015	464,412
Accounts Receivables Witten Off, Net of Recoveries	<u>(281,748)</u>	<u>(101,791)</u>
Allowance at December 31	<u>\$ 1,470,500</u>	<u>\$ 1,254,233</u>

NOTE 5: Contributions Receivable

Contributions receivable consisted of the following as of December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Charitable Lead Annuity Trusts	\$ 983,596	\$ 1,095,645
Promises to Give	-	24,628
Total Contributions Receivable	<u>983,596</u>	<u>1,120,273</u>
Less:		
Current Portion of Charitable Lead Annuity Trusts	126,238	132,218
Current Portion of Promises to Give	<u>-</u>	<u>25,000</u>
Noncurrent Portion	<u>\$ 857,358</u>	<u>\$ 963,055</u>

Promises to give consist of the following as of December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Promises to Give Before Unamortized Discount and Allowance for Uncollectibles	\$ -	\$ 25,000
Unamortized Discount	<u>-</u>	<u>(372)</u>
	<u>\$ -</u>	<u>\$ 24,628</u>

The discount rate used for promises to give received during the years ended December 31, 2023 was 1.51%.

NOTE 6: Notes Receivable

Notes receivable with Masonic Villages' Retirement Living residents totaled \$648,534 as of December 31, 2024 and \$ 650,938 as of December 31, 2023. Interest was charged at rates ranging from 0% to 5% per annum. There were no notes receivable outstanding beyond their due date, included in the aforementioned totals, as of December 31, 2024 and 2023. There were no notes receivable on nonaccrual status as of December 31, 2024 and 2023. Based on management's evaluation of the notes receivable portfolio, no provision for uncollectible notes receivable is required.

NOTE 7: Investments

Certain investments are pooled with related organizations and are referred to as "Consolidated Fund" investments. Consolidated Fund investments and certain short-term investments are administered by twenty-six different investment management firms and held in safekeeping by JPMorgan Chase Bank, N. A. and Brinker Capital Securities, Inc. Approximately 98% of the pooled investments are attributable to the Masonic Villages.

The following table summarizes total Consolidated Fund investments held in safekeeping at JPMorgan Chase Bank, N. A. and Brinker Capital Securities, Inc.:

<u>At December 31, 2024</u>	<u>Cost</u>	<u>Gross Unrealized Gains</u>	<u>Gross Unrealized Losses</u>	<u>Fair Value</u>
Domestic stocks	\$ 207,086,581	\$ 95,699,871	\$ 7,717,834	\$ 295,068,618
International stocks	42,863,538	10,586,360	4,347,119	49,102,779
U.S. Government and Agency Bonds	58,776,297	279,707	3,052,932	56,003,072
Domestic corporate bonds	96,039,613	305,585	6,033,629	90,311,569
Municipal bonds	5,983,638	83,290	756,154	5,310,774
Mutual funds - Equity	73,023,421	4,317,807	389,254	76,951,974
Exchange traded funds	79,495,780	6,663,962	880,794	85,278,948
Mortgage backed securities	45,387,354	172,020	2,067,327	43,492,047
Asset backs securities	14,741,262	155,523	265,652	14,631,133
Real estate investment trusts	11,516	798	-	12,314
Private equity investments	19,871,150	5,241,005	58,437	25,053,718
Limited partnerships	101,867,315	27,426,883	1,399,140	127,895,058
Money funds	59,489,092	-	-	59,489,092
Total Consolidated Fund	<u>\$ 804,636,557</u>	<u>\$ 150,932,811</u>	<u>\$ 26,968,272</u>	<u>\$ 928,601,096</u>

<u>At December 31, 2023</u>	<u>Cost</u>	<u>Gross Unrealized Gains</u>	<u>Gross Unrealized Losses</u>	<u>Fair Value</u>
Domestic stocks	\$ 199,558,600	\$ 70,262,836	\$ 4,929,454	\$ 264,891,982
International stocks	44,746,743	7,772,396	2,329,490	50,189,649
U.S. Government and Agency Bonds	53,322,872	446,799	1,655,253	52,114,418
Domestic corporate bonds	103,855,505	410,211	8,290,931	95,974,785
Municipal bonds	8,684,173	101,491	1,017,054	7,768,610
Mutual funds - Equity	44,585,042	5,425,058	18,303	49,991,797
Exchange traded funds	59,836,885	5,223,097	686,436	64,373,546
Mortgage backed securities	27,455,507	110,222	1,973,199	25,592,530
Asset backs securities	23,215,021	171,695	702,938	22,683,778
Real estate investment trusts	22,090	-	347	21,743
Private equity investments	17,986,147	5,962,635	110,927	23,837,855
Limited partnerships	130,566,936	19,768,054	3,314,504	147,020,486
Money funds	55,633,325	-	-	55,633,325
Total Consolidated Fund	<u>\$ 769,468,846</u>	<u>\$ 115,654,494</u>	<u>\$ 25,028,836</u>	<u>\$ 860,094,504</u>

NOTE 7: Investments - Continued

At December 31, 2024 and 2023, Masonic Villages' investments consisted of the following:

	<u>2024</u>		<u>2023</u>	
	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>
Money Market Funds	\$ 15,182,660	\$ 15,182,660	\$ 7,591,063	\$ 7,591,063
Consolidated Fund	498,923,840	546,637,999	478,886,639	507,639,722
Lincoln Financial Group	1,456,714	1,456,713	1,265,823	1,265,823
Mill Creek Capital Advisors, LLC	11,825,684	13,155,007	10,491,977	11,592,029
Total Without Donor Restrictions	527,388,898	576,432,379	498,235,502	528,088,637
Money Market Funds	5,365,835	5,365,835	3,305,217	3,305,217
Consolidated Fund	298,040,431	342,332,142	292,763,697	326,101,420
Real Estate	416,007	416,007	414,007	414,007
Perpetual Trusts Held by Third Parties	25,893,232	50,473,350	25,893,232	47,661,100
Total With Donor Restrictions	329,715,505	398,587,334	322,376,153	377,481,744
	<u>\$ 857,104,403</u>	<u>\$ 975,019,713</u>	<u>\$ 820,611,655</u>	<u>\$ 905,570,381</u>

Masonic Villages investments are presented in the consolidated balance sheets in the following categories as of December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Minimum liquid reserve requirement	\$ 20,536,076	\$ 20,745,508
Investments at fair value	<u>954,483,637</u>	<u>884,824,873</u>
	<u>\$ 975,019,713</u>	<u>\$905,570,381</u>

Masonic Villages has designated portions of its Consolidated Fund investments without donor restrictions to use for specific programs or functions. The composition of Masonic Villages' designated investments as of December 31, 2024 and 2023 is as follows:

	<u>2024</u>		<u>2023</u>	
	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>
Masonic Villages Reserve Fund	\$ 192,085,923	\$ 214,966,246	\$ 168,098,329	\$ 183,166,221
Masonic Temple Preservation Fund	-	-	15,829,185	16,840,491
Children's Home Fund	6,606,588	7,117,707	6,466,232	6,726,123
Ilgen Trust	13,856,460	14,769,095	13,699,392	14,090,529
Charitable Gift Annuity Reserve Funds	5,377,310	5,884,907	5,319,531	5,695,848
Warminster Building and Improvement Fund	3,208,097	3,187,969	3,013,276	2,881,535
Masonic Eastern Star Endowment Fund	2,017,848	1,945,148	1,933,852	1,790,661
Elizabethtown Retirement Living Fund	37,705,440	39,676,553	35,341,973	35,903,507
Dallas Retirement Living Fund	3,450,634	3,701,735	3,230,126	3,349,887
Sewickley Retirement Living Fund	179,816,836	194,630,142	168,223,053	176,120,869
Lafayette Hill Funds	39,284,039	42,109,978	36,684,550	38,029,167
Pennsylvania Masonic Youth Foundation	11,835,544	13,137,803	11,454,069	12,287,595
The Masonic Library and Museum of Pennsylvania	1,969,133	2,110,291	1,844,214	1,913,533
Compassionate Care Fund	29,350	29,446	37,629	37,726
The Masonic Blood + Organ Donor Program Fund	617,572	637,047	-	-
Pennsylvania Acacia Insurance Company	16,245,726	17,916,592	15,302,291	16,397,093
	<u>\$ 514,106,500</u>	<u>\$ 561,820,659</u>	<u>\$ 486,477,702</u>	<u>\$ 515,230,785</u>

NOTE 7: Investments - Continued

The Consolidated Fund investment policy includes specific guidance on the maximum amount that each organization participating in the Consolidated Fund may withdraw from its Consolidated Fund investments each year. The maximum amount that may be withdrawn and spent is equal to a percentage of the three-year average fair value of a participating organization's Consolidated Fund investments. The investment policy permits withdrawals from investments without donor restrictions in excess of the spending policy maximum. For the years ended December 31, 2024 and 2023, the spending policy percentages recommended by the Grand Lodge Committee on Finance and elected by the Trustees of the Consolidated Fund was 7% and 5%, respectively. Masonic Villages reports the cumulative excess of the restricted spending maximum over amounts withdrawn from Consolidated Fund investments with donor restrictions as net assets with donor restrictions available to be appropriated for expenditure.

Masonic Villages' performance in comparison with the spending maximum amounts is summarized in the following table:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Masonic Villages' Consolidated Fund spending maximum amount for 2024	\$ 25,032,391	\$ 24,389,172	\$ 49,421,563
Amounts withdrawn from Consolidated Fund	<u>17,944,779</u>	<u>24,314,124</u>	<u>42,258,903</u>
Excess of spending maximum amount over amounts withdrawn	<u>\$ 7,087,612</u>	<u>\$ 75,048</u>	<u>\$ 7,162,660</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Masonic Villages' Consolidated Fund spending maximum amount for 2023	\$ 24,388,352	\$ 17,252,583	\$ 41,640,935
Amounts withdrawn from Consolidated Fund	<u>25,243,105</u>	<u>17,251,457</u>	<u>42,494,562</u>
Excess (deficiency) of spending maximum amount over amounts withdrawn	<u>\$ (854,753)</u>	<u>\$ 1,126</u>	<u>\$ (853,627)</u>

NOTE 8: Assets Whose Use is Limited

Assets whose use is limited that are required for obligations classified as current liabilities are reported in current assets. The composition of assets whose use is limited at December 31, 2024 and 2023, is set forth below.

	<u>2024</u>		<u>2023</u>	
	Cost	Fair Value	Cost	Fair Value
Under Indenture Agreement Held by Trustee- Cash and Short-Term Investments	\$ 984,862	\$ 984,862	\$ 966,080	\$ 966,080
Less Current Portion	<u>984,862</u>	<u>984,862</u>	<u>966,080</u>	<u>966,080</u>
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

NOTE 9: Property and Equipment

A summary of property and equipment at December 31, 2024 and 2023 follows:

	<u>2024</u>	<u>2023</u>
Land	\$ 5,984,187	\$ 5,984,187
Land Improvement	32,913,940	31,707,664
Building and Improvements	493,415,984	491,362,381
Equipment	354,001,252	343,371,733
	<hr/>	<hr/>
	886,315,363	872,425,965
Less: Accumulated Depreciation	538,045,221	512,548,884
	<hr/>	<hr/>
	348,270,142	359,877,081
Construction in Progress	2,545,492	5,298,691
	<hr/>	<hr/>
Property and Equipment, Net	\$ 350,815,634	\$ 365,175,772

Depreciation expense for the years ended December 31, 2024 and 2023 was \$ 29,410,274 and \$ 29,804,118, respectively.

NOTE 10: Interest Rate Swap Agreements

On July 1, 1999, Masonic Villages entered into an interest rate swap agreement on the 1999 Bonds with Wells Fargo Bank, NA (formerly known as Wachovia Bank NA). This agreement expires on July 1, 2034. Wells Fargo Bank, NA exchanged a fixed rate of 4.5925% on the outstanding principal of the 1999 Bonds for the variable interest rate Masonic Villages would have paid. Masonic Villages entered into this agreement to limit the exposure to interest rate changes on the 1999 Bonds.

On April 1, 2008, the Lancaster County Hospital Authority issued Variable Rate Demand/Fixed Rate Health Center Revenue bonds (Masonic Homes Project), Series 2008 (2008 Bonds) for \$ 144,950,000. The proceeds of the 2008 Bonds were used to completely refund the outstanding principal of the 1999 Bonds, the 2001 Bonds, the 2002 Bonds, and the 2004 Bonds. Masonic Villages received the proceeds of the 2008 Bonds in four separate series that corresponded to the outstanding principal amount and repayment schedules of each of the refunded bond series. Series A of the 2008 Bonds (\$ 37,420,000) replaced the 2001 Bonds. Series B of the 2008 Bonds (\$ 34,725,000) replaced the 2002 Bonds. Series C of the 2008 Bonds (\$ 29,550,000) replaced the 2004 Bonds. Series D of the 2008 Bonds (\$ 43,255,000) replaced the 1999 Bonds. The new bonds were structured in four separate series to correspond to outstanding principal amounts and repayment schedules of the four refunded bond issues. This approach enabled the interest rate swap agreements to continue to be used with the new variable rate demand bonds.

The rate setting measure prior to May 1, 2023 was 67% of London Interbank Offered Rate (LIBOR). Effective May 1, 2023, use of LIBOR as the rate setting measure on the interest rate swap agreement supporting the 2008 D Bonds was replaced by use of Secured Overnight Financing Rate (SOFR) calculated at 67%.

NOTE 10: Interest Rate Swap Agreements - Continued

The interest rate swap is recognized as an asset or liability in the consolidated balance sheets at its fair value. Changes in fair value are recorded as a change in unrealized appreciation or depreciation in the consolidated statements of operations and the consolidated statements of changes in net assets.

As of December 31, 2024 and 2023, the fair value of Masonic Villages' interest rate swap agreements were as follows:

	<u>2024</u>	<u>2023</u>
1999 Bonds / 2008 Bonds (Series D) interest rate swap agreement	\$(2,394,773)	\$(3,249,177)

By using derivative instruments, Masonic Villages is exposed to credit and market risk. If the counterparty fails to perform, credit risk is equal to the extent of the fair value gain in a derivative. When the fair value of a derivative contract is positive, this generally indicates that the counterparty owes Masonic Villages and, therefore, creates a repayment risk for Masonic Villages. When the fair value of a derivative contract is negative, Masonic Villages owes the counterparty and, therefore, it has no repayment risk. Masonic Villages minimizes the credit (or repayment) risk in derivative instruments by entering into transactions with high quality counterparties that are reviewed periodically by Masonic Villages' management.

At December 31, 2024 and 2023, the net payments associated with the terms of the swap agreement totaled:

Fixed rate payments:

1999 Bonds / 2008 Bonds (Series D) interest rate swap agreement	\$ 1,084,404	\$ 1,161,903
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Variable rate payments:

1999 Bonds / 2008 Bonds (Series D) interest rate swap agreement	<u>(835,962)</u>	<u>(865,626)</u>
Net payments to interest rates provider	<u>\$ 248,442</u>	<u>\$ 296,277</u>

NOTE 11: Long-Term Debt

On November 1, 2023, the Lancaster County Hospital Authority issued Fixed Rate Health Center Revenue Bonds, Series 2023 (2023 Bonds) for \$ 26,920,000. The proceeds of the 2023 Bonds were used to advance refund the outstanding principal of the Series 2013 Bonds and to pay the issuance costs of the 2023 Bonds.

The refunding transaction increased Masonic Villages aggregate debt service payments by approximately \$ 418,000 through May 2038. The aggregate accounting loss on the refunding of the 2013 Bonds of \$ 78,502 was recorded as an operating expense of Masonic Villages for the year ended December 31, 2023.

NOTE 11: Long-Term Debt - Continued

All of Masonic Villages' outstanding bonds are secured by a pledge of Masonic Villages' gross revenues. A summary of long-term debt at December 31, 2024 and 2023 follows:

	<u>2024</u>	<u>2023</u>
Lancaster County Hospital Authority (Series 2008) - variable rate demand bonds, maturing through 2034	\$ 22,750,000	\$ 24,475,000
Lancaster County Hospital Authority (Series 2015) - 2.15% to 5.00% bonds, maturing through 2035	21,140,000	22,590,000
Lancaster County Hospital Authority (Series 2017) - 2.625% to 5.00% bonds, maturing through 2038	23,455,000	24,555,000
Lancaster County Hospital Authority (Series 2022) - 2.83% to 5.00% bonds, maturing through 2032	37,030,000	42,305,000
Lancaster County Hospital Authority (Series 2023) - 5.125% to 5.50% bonds, maturing through 2038	<u>26,085,000</u>	<u>26,920,000</u>
Total Long-Term Debt	130,460,000	140,845,000
Add: Premium on Bonds Payable	2,745,597	3,156,380
Less: Discounts on Bonds Payable	(164,089)	(183,851)
Less: Deferred Financing Costs	(1,145,472)	(1,276,983)
Less: Current Installments of Long-Term Debt	<u>(10,655,000)</u>	<u>(10,385,000)</u>
	<u>\$121,241,036</u>	<u>\$132,155,546</u>

Under the terms of the bond purchase agreements with the Lancaster County Hospital Authority, Masonic Villages is required to maintain certain deposits with the Trustee. Such deposits are included with assets whose use is limited in the consolidated financial statements. The loan agreements place limits on the incurrence of additional borrowing and require that Masonic Villages satisfy certain measures of financial performance as long as the debt is outstanding. For the years ended December 31, 2024 and 2023, Masonic Villages met the minimum debt service coverage ratio contained in the loan agreements.

A schedule of principal repayments on long-term debt for the next five years and thereafter follows:

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Thereafter</u>	<u>Total</u>
2008D	\$ 1,815,000	\$ 1,905,000	\$ 2,000,000	\$ 2,095,000	\$ 2,200,000	\$12,735,000	\$ 22,750,000
2015	1,515,000	1,570,000	1,655,000	1,735,000	1,825,000	12,840,000	21,140,000
2017	1,135,000	1,180,000	1,220,000	1,410,000	1,480,000	17,030,000	23,455,000
2022	5,390,000	5,515,000	5,630,000	4,440,000	4,525,000	11,530,000	37,030,000
2023	800,000	845,000	890,000	1,930,000	2,020,000	19,600,000	26,085,000
	<u>\$ 10,655,000</u>	<u>\$ 11,015,000</u>	<u>\$11,395,000</u>	<u>\$11,610,000</u>	<u>\$12,050,000</u>	<u>\$73,735,000</u>	<u>\$130,460,000</u>

NOTE 11: Long-Term Debt - Continued

The fair value of Masonic Villages' total outstanding bonds, based on quoted market prices, at December 31, 2024 and 2023 was approximately \$ 132,185,169 and \$ 144,941,763, respectively.

A summary of interest costs on borrowed funds and investment income on funds held by the Trustee under the bond purchase agreement during the years ended December 31, 2024 and 2023 follows:

	Capitalized	Interest Expense	Investment Income	Total
2024				
Bond Premium Amortization	\$ -	\$ (410,783)	\$ -	\$ (410,783)
Bond Discount Amortization	-	52,983	-	52,983
Interest Cost	-	5,455,964	-	5,455,964
Net Payments to Interest Rate Swap Provider	-	248,442	-	248,442
Amortization of Deferred Financing Costs	-	101,790	-	101,790
Investment Income - Funds	-	-	(42,066)	(42,066)
	<u>\$ -</u>	<u>\$ 5,448,396</u>	<u>\$ (42,066)</u>	<u>\$ 5,406,330</u>
2023				
Bond Premium Amortization	\$ -	\$ (432,926)	\$ -	(432,926)
Bond Discount Amortization	-	8,595	-	8,595
Interest Cost	-	5,145,591	-	5,145,591
Net Payments to Interest Rate Swap Provider	-	296,277	-	296,277
Amortization of Deferred Financing Costs	-	110,026	-	110,026
Investment Income - Funds	-	-	(36,699)	(36,699)
	<u>\$ -</u>	<u>\$ 5,127,563</u>	<u>\$ (36,699)</u>	<u>\$ 5,090,864</u>

Masonic Villages and PNC Bank, NA (PNC) entered a Continuing Covenants Agreement on December 19, 2013 for PNC to directly purchase all outstanding principal of the 2013 Bonds. Under the terms of this agreement, PNC will hold the outstanding principal of the 2013 Bonds as an investment asset for a minimum of ten years. This agreement terminated upon issuance of the 2023 Bonds. On May 31, 2018, Masonic Villages amended Continuing Covenants Agreements with Wells Fargo Bank, NA (Wells Fargo) for Wells Fargo to purchase all outstanding principal of the 1996 Bonds and 2008 Bonds, Series A, B, and C. The 1996 Bonds, 2008 Bonds Series A and B were refunded on August 1, 2022 with the issuance of the 2022 Bonds. On August 1, 2022, Masonic Villages entered into Continuing Covenants Agreement with Wells Fargo to directly purchase all outstanding principal of the 2022 Bonds. On November 1, 2019, J.P. Morgan Chase Bank, NA., agreed to extend a letter of credit to support the 2008 Bonds, Series D issued through the Lancaster County Hospital Authority. This letter of credit expired after five years on October 3, 2024. Upon expiration, J.P. Morgan Chase extended the letter of credit by one year to October 3, 2025.

NOTE 12: Endowments

Masonic Villages' endowment consists of several individual funds established for a variety of purposes. Masonic Villages' endowment includes both donor-restricted endowment funds and funds designated by Masonic Villages' Board of Directors to function as an endowment. Net assets associated with endowment funds, including funds designated by Masonic Villages' Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

NOTE 12: Endowments - Continued

The Commonwealth of Pennsylvania has not adopted the Uniform Prudent Management of Institutional Funds Act of 2006. Guidance for the administration of endowment funds in Pennsylvania is provided in Act 141, which was passed by the Pennsylvania legislature in 1998. Under Act 141, Pennsylvania not-for-profit organizations are permitted to elect an annual amount that may be used from their endowment funds based on an annual spending rate between 2% and 7%. Act 141 permits the spending of accumulated principal and income from an endowment fund if the amount withdrawn is less than or equal to the annually elected percentage. Masonic Villages' interpretation of Act 141 classifies interest income, dividends, and capital appreciation earned by donor-restricted endowment fund investments as donor restricted activity. All interest income, dividends, and capital appreciation in excess of the annual spending amount are reported as net assets with donor restrictions available to be appropriated for expenditure in future years. Masonic Villages intends to preserve the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, Masonic Villages classifies as net assets required to be maintained in perpetuity (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment is classified as net assets with donor restrictions available to be appropriated for expenditure by Masonic Villages in a manner consistent with the standard of prudence described by Act 141.

Masonic Villages considers several factors when making a determination to appropriate or accumulate donor-restricted endowment funds. These factors include the duration and preservation of the fund, the mission of the Masonic Villages, the purpose of the donor-restricted endowment fund, satisfaction of specific donor instructions, general economic conditions, the possible effect of inflation and deflation, the expected total return from income and the appreciation of investments, other resources of Masonic Villages, and the investment policy of the Consolidated Fund.

Masonic Villages has invested substantially all of its endowment assets in the Consolidated Fund. The Trustees of the Consolidated Fund have adopted an investment policy and strategies to achieve the greatest return possible for the amount of risk assumed by the Consolidated Fund. Under this policy, assets are invested in a manner intended to produce results that exceed the Consumer Price Index for the entire Consolidated Fund. There are also goals established for categories of fixed income and equity investments within the Consolidated Fund to meet or exceed the performance of appropriate generally recognized financial indices. Actual returns in any year may vary from these goals.

To satisfy the long-term rate-of-return objectives of the organizations participating in the Consolidated Fund, the Trustees of the Consolidated Fund rely on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Consolidated Fund targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

The Consolidated Fund investment policy includes specific guidance on the maximum amounts that each participating organization may withdraw from its Consolidated Fund investments each year. The maximum amount that may be withdrawn and spent is equal to a percentage of the three-year average fair value of a participating organization's Consolidated Fund investments.

NOTE 12: Endowments - Continued

This approach is consistent with the provisions of Act 141. For the years ended December 31, 2024 and 2023, the spending percentages elected by the Trustees of the Consolidated Fund was 7% and 5% respectively. In establishing this policy, the Trustees of the Consolidated Fund considered the long-term expected return on the endowment funds of the organizations participating in the Consolidated Fund.

An underwater endowment fund is defined as a donor-restricted endowment fund for which the fair value is less than either the original gift amount or the amount required to be maintained by the donors or by law that extends donor restrictions. Masonic Villages has interpreted Act 141 to permit spending from underwater endowments to the extent the donor-restricted endowment has net assets with donor restrictions available to be appropriated for expenditure. Masonic Villages did not have any underwater endowments as of December 31, 2024 and 2023.

Endowment net assets consisted of the following as of December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Without Donor Restrictions	\$ 15,082,951	\$ 14,110,127
With Donor Restrictions	<u>342,055,155</u>	<u>323,536,398</u>
	<u>\$ 357,138,106</u>	<u>\$ 337,646,525</u>

The changes in endowment net assets for the years ended December 31, 2024 and 2023 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets at January 1, 2023	\$ 12,415,661	\$ 297,116,069	\$ 309,531,730
Investment return, net	1,740,231	37,312,555	39,052,786
Contributions and bequests	-	332,598	332,598
Income from perpetual trusts held by third parties	17,464	146,274	163,738
Transfers from funds without donor restrictions	-	237,839	237,839
Appropriation of endowment assets for expenditure	<u>(63,229)</u>	<u>(11,608,937)</u>	<u>(11,672,166)</u>
Endowment net assets at December 31, 2023	<u>14,110,127</u>	<u>323,536,398</u>	<u>337,646,525</u>
Investment return, net	1,400,070	27,549,449	28,949,519
Contributions and bequests	-	5,324,711	5,324,711
Income from perpetual trusts held by third parties	23,642	89,682	113,324
Transfers from funds without donor restrictions	-	-	-
Appropriation of endowment assets for expenditure	<u>(450,888)</u>	<u>(14,445,085)</u>	<u>(14,895,973)</u>
Endowment net assets at December 31, 2024	<u>\$ 15,082,951</u>	<u>\$ 342,055,155</u>	<u>\$ 357,138,106</u>

The amounts reported as appropriation of endowment assets with donor restrictions for expenditure consist of two components. Income from donor restricted endowments recognized as investment income without donor restrictions in the consolidated statements of operations totaled \$ 5,244,406 and \$ 4,952,887, respectively, for the years ended December 31, 2024 and 2023. Amounts withdrawn from the endowments and reported as satisfaction of program restrictions in the consolidated statements of operations and consolidated statements of changes in net assets for the years ended December 31, 2024 and 2023 totaled \$ 11,885,244 and \$ 6,656,050, respectively.

NOTE 13: Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes at December 31, 2024 and 2023 :

	<u>2024</u>	<u>2023</u>
Endowment net assets available to be appropriated for expenditure:		
Support of Masonic Villages and its activities	\$ 3,965,063	\$ 3,462,036
Support of Children's Home and its activities	18,041,749	13,238,118
Support of Residential programs for developmentally disabled individuals	1,094,243	841,701
Building renovations and construction projects	97,174	74,587
Scholarship awards	6,705,338	5,720,692
Care and support of eligible Masons and their families	26,252,623	24,133,695
General operations of the organization	65,441,776	63,007,045
	<u>121,597,966</u>	<u>110,477,874</u>
Endowment net assets to be maintained in perpetuity:		
Support of Masonic Villages and its activities	3,798,252	3,793,052
Support of Children's Home and its activities	28,721,227	25,075,939
Support of Residential programs for developmentally disabled individuals	2,532,986	2,117,119
Building renovations and construction projects	150,000	150,000
Scholarship awards	8,136,890	7,822,862
Care and support of eligible Masons and their families	6,691,198	7,525,529
General operations of the organization	170,426,636	166,574,023
	<u>220,457,189</u>	<u>213,058,524</u>
Total endowment net assets	<u>342,055,155</u>	<u>323,536,398</u>
Not subject to spending policy or appropriation: Perpetual trusts held by third parties	<u>50,473,350</u>	<u>47,661,100</u>
Subject to expenditure for specified purpose:		
Support of Masonic Villages and its activities	921,505	848,318
Support of Children's Home and its activities	444,416	447,176
Building renovations and construction projects	454,297	445,038
Care and support of eligible Retirement Living residents	4,571,465	2,989,580
Scholarship awards	378,623	277,862
Care and support of eligible Masons and their families	969,562	885,062
Employee assistance	252,679	328,765
General operations of the organization	3,799,947	3,781,472
	<u>11,792,494</u>	<u>10,003,273</u>
	<u>\$ 404,320,999</u>	<u>\$ 381,200,771</u>

Masonic Villages did not receive any donor restricted contributions that were subject to the passage of time during the years ended December 31, 2024 and 2023.

NOTE 14: Net Assets Released from Restrictions

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of events specified by the donors. The amounts released during the years ended December 31, 2024 and 2023 are as follows:

	<u>2024</u>	<u>2023</u>
Purpose restrictions accomplished:		
Support of Masonic Villages and its activities	\$ 62,961	\$ 94,583
Support of Children's Home and its activities	(684,352)	(1,668)
Support of Residential programs for developmentally disabled individuals	(394,855)	-
General operations of the organization	14,875,261	11,448,140
Care and support of eligible Retirement Living residents	(122,192)	262,687
Care and support of eligible Masons and their families	493,295	564,671
Employee assistance	137,998	78,434
Scholarship awards	448,072	302,183
Satisfaction of restrictions - Operations	<u>14,816,188</u>	<u>12,749,030</u>
Satisfaction of restrictions - Purchase of Property and equipment	518,014	1,082,841
	<u>\$ 15,334,202</u>	<u>\$ 13,831,871</u>

During the years ended December 31, 2024 and 2023, assets totaling \$ 930,251 and \$ 270,993, respectively, were transferred from the designated Charitable Gift Annuity Reserve (a fund without donor restrictions) into a restricted fund in accordance with donor restrictions. These assets were transferred upon the deaths of the donors and the corresponding termination of charitable gift annuity arrangements.

Masonic Villages received liquidating distributions from trusts previously recorded as perpetual trust held by third parties during 2023. This distribution, totaling \$ 182,132 was recorded as a satisfaction of the donor's restriction and transferred from net assets with donor restrictions to net assets without donor restrictions for the year ended December 31, 2023.

NOTE 15: Retirement Plans

Masonic Villages sponsors a retirement plan established under Section 403 (b) of the Internal Revenue Code. This retirement plan is available to substantially all Masonic Villages' employees and is funded by contributions made by employees and Masonic Villages to a third-party administrator. Annual contributions by the employees are subject to maximum limits established by federal legislation. Masonic Villages made contributions to the defined contribution retirement plan totaling \$ 3,676,122 and \$ 3,636,447 during the years ended December 31, 2024 and 2023, respectively. Masonic Villages also incurred administrative costs related to the defined contribution retirement plan totaling \$ 42,869 and \$ 67,117 during the years ended December 31, 2024 and 2023, respectively.

In April 2012, Masonic Villages established a noncontributory retirement plan under Section 457 (b) of the Internal Revenue Code. This retirement plan is available to certain senior management employees of Masonic Villages and is funded solely by contributions made by employees to a third-party administrator. Annual contributions by the employees are subject to maximum limits established by federal legislation. Accumulated assets of this noncontributory retirement plan are included in Masonic Villages' investments with a corresponding liability reported in accrued expenses in the consolidated balance sheets. The accumulated assets and the corresponding liability totaled \$ 1,456,714 and \$ 1,265,823 as of December 31, 2024 and 2023, respectively. Masonic Villages incurred administrative costs related to this noncontributory retirement plan totaling \$ 2,304 and \$ 1,332 during the years ended December 31, 2024 and 2023, respectively.

NOTE 16: Resident Service Revenue

Masonic Villages has agreements with third-party payors that provide for reimbursement to Masonic Villages at amounts different from its established rates. Contractual adjustments under third-party reimbursement programs represent the difference between the billings at established rates for services and amounts reimbursed by third-party payors. Masonic Villages' major third-party payors are Medicare and Medicaid.

For the years ended December 31, 2024 and 2023, services rendered to Medicare program beneficiaries were reimbursed on a prospective payment system or fee schedule, depending on the medical services provided. Under the prospective payment system, Masonic Villages is reimbursed according to the beneficiaries' acuity level and services provided. Under the fee schedule, Masonic Villages is reimbursed the lesser of its charge or the allowable amount per the fee schedule.

Services rendered to Medicaid program beneficiaries are reimbursed based on a prospective case-mix payment system. Under this system, nursing facilities are categorized into peer groups based on geographic location and number of certified beds. The Commonwealth of Pennsylvania's Department of Human Services (Department) establishes per diem rates to reimburse nursing facilities using peer group data adjusted for each individual facility's resident acuity.

In January 2005, the Department implemented a nursing facility assessment program for nursing facilities operating in Pennsylvania. Under this program, the Department collects an assessment from nursing facilities operating in Pennsylvania based on each facility's assessment days. The payments received by the Department from this quarterly assessment are used to obtain federal matching funds to maintain reimbursement for those nursing facilities participating in the Medicaid program. Masonic Villages recognized nursing assessment costs of \$ 1,538,890 and \$ 1,614,359 for the years ended December 31, 2024 and 2023, respectively. Nursing assessment costs are reported as a component of other operating expenses by Masonic Villages in the consolidated statements of operations. Masonic Villages recognized decreased Medicaid reimbursement of \$ 539,574 and \$ 811,738 from the nursing assessment program for the years ended December 31, 2024 and 2023, respectively. Decreased Medicaid reimbursement from the nursing assessment program is reported as a component of contractual adjustments under third party programs.

Masonic Villages recognizes resident service revenue associated with services provided to residents who have third party coverage on the basis of contractual rates for the services rendered. For uninsured private pay residents that qualify for charity care, Masonic Villages recognizes revenue on the basis of its standard rates for services provided, reduced by the estimated portion of the standard rate the resident is unable to pay. The estimated portion of the standard rate the resident is unable to pay is recognized as a charity care allowance. For uninsured private pay residents that do not qualify for charity care, Masonic Villages recognizes revenue on the basis of its standard rates for services provided. On the basis of historical experience, a portion of Masonic Villages' uninsured private pay residents that do not qualify for charity care will be unable or unwilling to pay for the services provided. Masonic Villages records a provision for bad debts related to these uninsured private pay residents in the period the services are provided.

Generally accepted accounting principles require organizations to disaggregate revenue from contracts with customers to depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. Masonic Villages disaggregates its resident service revenue from contracts with customers by payer source and by service type.

NOTE 16: Resident Service Revenue - Continued

Masonic Villages' major payor sources consist of the Medicaid and Medicare programs, other third-party payors (primarily commercial insurance and managed care organizations), and private pay individuals. Resident service revenue, net of contractual and charity care allowances provided (but before the provision for bad debts), recognized in the consolidated statements of operations for the years ended December 31, 2024 and 2023 from these major payor sources is as follows:

	2024			
	Medicare and Medicaid	Other Third Party Payors	Private Pay	Total
Gross Resident Service Revenue	\$ 61,435,700	\$ 28,256,988	\$ 120,748,301	\$210,440,989
Less Provisions for:				
Contractual Adjustments Under Third Party Reimbursement Programs	24,134,220	8,070,010	-	32,204,230
Charity Care Allowance	-	-	12,382,574	12,382,574
Net Resident Service Revenue before Provisions for Bad Debts	<u>\$ 37,301,480</u>	<u>\$ 20,186,978</u>	<u>\$ 108,365,727</u>	<u>\$165,854,185</u>
	2023			
	Medicare and Medicaid	Other Third Party Payors	Private Pay	Total
Gross Resident Service Revenue	\$ 62,791,575	\$ 27,641,917	\$ 115,529,292	\$205,962,784
Less Provisions for:				
Contractual Adjustments Under Third Party Reimbursement Programs	23,226,309	8,241,159	-	31,467,468
Charity Care Allowance	-	-	12,966,707	12,966,707
Net Resident Service Revenue before Provisions for Bad Debts	<u>\$ 39,565,266</u>	<u>\$ 19,400,758</u>	<u>\$ 102,562,585</u>	<u>\$161,528,609</u>

Resident service revenue by service type for the years ended December 31, 2024 and 2023 is as follows:

	2024	2023
Nursing Care	\$ 62,719,430	\$ 63,567,459
Medical Ancillary Clinics	4,877,364	4,969,905
Pharmacy	15,490,112	14,334,246
Personal Care	10,648,249	9,724,368
Retirement Living	57,862,404	54,630,743
Residential Care Program	469,625	458,640
Hospice	5,059,626	4,734,740
Wellness Center	306,042	273,899
Home Health Care Services	2,458,458	2,509,114
Home Care Services	1,519,338	1,544,786
Others	4,443,537	4,780,709
Net Resident Service Revenue before Provisions for Bad Debt	<u>\$ 165,854,185</u>	<u>\$ 161,528,609</u>

NOTE 17: Charity Care and Community Service

Masonic Villages' mission has been to provide services to residents, regardless of their ability to pay, who have medical, social, or financial need.

Masonic Villages provides services to adult individuals who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Criteria considered in Masonic Villages' charity care policy include the income and net worth of the adult individuals applying for charity care. Adult individuals applying for charity care must also be determined to be ineligible for reimbursement from applicable government programs for the services to be provided. Charity care may be provided to qualifying adult individuals for Personal Care, Retirement Living, Residential Care, and certain medical and nonmedical ancillary services. All services provided in the Children's Home are provided as charity care.

Masonic Villages maintains records to identify and monitor the level of charity care and community service it provides. These records include the amount of charges forgone based on established rates for the services and supplies furnished under its charity care policy. Charges forgone for charity care are excluded from net resident service revenue recorded by Masonic Villages. The cost to provide charity care is estimated on an annual basis for each service area providing charity care. Estimated charity care costs for an individual service area are determined by multiplying the individual service area's forgone charges by the ratio of the individual service area's direct and allocated indirect expenses to its gross charges. Masonic Villages' aggregate estimated cost of providing charity care is the sum of the charity care costs calculated for the individual service areas.

Charges forgone for charity care and the estimated costs of providing charity care for the years ended December 31, 2024 and 2023 were as follows:

	<u>2024</u>	<u>2023</u>
Charges forgone	<u>\$ 12,382,574</u>	<u>\$ 12,966,707</u>
Estimated cost to provide charity care	<u>\$ 11,382,230</u>	<u>\$ 11,751,052</u>

Masonic Villages has received contributions restricted for the care and support of Retirement Living residents eligible for charity care. These contributions are recorded as net assets with donor restrictions and periodically released from restriction to subsidize charges forgone to provide charity care to Retirement Living residents. Net assets released from donor restrictions to subsidize charity care provided to Retirement Living residents totaled (\$122,192) and \$ 262,687 for the years ended December 31, 2024 and 2023, respectively.

Masonic Villages also participates in the Medicare and Medical Assistance programs which make payment for services provided to financially eligible residents at rates which are less than the cost of such services. Management estimates the unpaid costs of these programs are approximately \$ 29,500,000 and \$ 27,800,000 in 2024 and 2023, respectively.

Masonic Villages conducts two programs that benefit people not residing at one of the five locations. The Home Assistance program (Home Assistance) provides financial resources and other services to Pennsylvania Masons and their families in need. Home Assistance is provided in two forms: charity care and temporary assistance. The cost of providing Home Assistance totaled \$ 224,815 and \$ 172,010 for the years ended December 31, 2024 and 2023, respectively. Masonic

NOTE 17: Charity Care and Community Service - Continued

Villages has also established an Outreach program (Outreach) to assist individuals in their communities. People contacting Outreach receive information about various aspects of long-term care, including government programs available, selecting a long-term care facility, insurance, transportation, and counseling. The cost of Outreach totaled \$ 46,797 and \$ 1,068 for the years ended December 31, 2024 and 2023, respectively.

During 2024 and 2023, Masonic Villages permitted its meeting and conference facilities to be used by several not-for-profit organizations, including the Elizabethtown Area School District. Masonic Villages received no rental fees for the use of the meeting and conference facilities. The cost of providing this service to these organizations totaled approximately \$ 10,700 and \$ 7,500 for the years ended December 31, 2024 and 2023, respectively.

Masonic Villages made contributions of cash and in-kind services to not-for-profit organizations in the communities it serves. For the years ended December 31, 2024 and 2023, these contributions totaled \$ 326,097 and \$ 350,089, respectively. Masonic Villages also awarded scholarships to several individuals. Individuals receiving scholarships included graduating high school students based on academic achievement, financial need, and community service. Scholarship payments totaled \$ 291,300 and \$ 291,150 for the years ended December 31, 2024 and 2023, respectively.

NOTE 18: Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a natural basis in the consolidated statements of operations. Functional expenses reported in the consolidated financial statements represent combinations of specific cost centers within the Masonic Villages' accounting structure. Cost centers are used to focus on specific operational activities, such as an individual program or administrative service. Use of the cost centers enable individual expenses to be assigned directly to the appropriate activity as incurred throughout the year. Certain expenses that are incurred at an entity level are not assigned to an individual cost center and must be allocated among the programs and supporting services benefited using a reasonable basis that is consistently applied. Employee healthcare costs are an example of an allocable expense.

NOTE 18: Functional Allocation of Expenses - Continued

The following table summarizes operating expenses on a functional basis for the year ended December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Nursing care	\$ 67,263,182	\$ 66,386,793
Medical ancillary clinics	4,960,368	4,794,477
Pharmacy	14,674,519	13,395,716
Personal care	11,464,454	11,497,330
Retirement living	54,559,299	55,350,992
Children's home	2,264,544	2,079,669
Residential care program	417,662	433,236
Hospice	4,343,018	4,094,466
Wellness center	1,240,426	1,215,114
Home health care	2,467,781	2,610,439
Home care	1,367,856	1,301,738
Community services	570,161	424,065
Child day care center	71,684	49,933
Conference facilities	2,718,653	2,918,720
Contributions to affiliates	100,777	540
Youth programs	616,827	686,975
Library and museum activities	1,040,979	769,851
Employee housing and rental property	1,394,696	1,494,020
Farm	3,049,284	3,422,656
Communications services	1,763,955	1,700,953
Admissions and resident services	1,604,540	1,692,818
Support services	3,623,315	4,926,033
Maintenance	14,980,600	12,555,470
Food services	5,557,463	6,373,078
Total program service expense	<u>202,116,043</u>	<u>200,175,082</u>
Management and general	26,778,884	27,578,699
Fundraising	<u>1,250,974</u>	<u>1,331,237</u>
	<u>\$ 230,145,901</u>	<u>\$ 229,085,018</u>

NOTE 19: Transactions with Affiliated OrganizationsContributions from Affiliated Organizations

Masonic Villages receives contributions from certain Grand Lodge permanently restricted net assets. The contributions are made from trusts established by donors to benefit needy Masons, widows, and children. Contributions were received by Masonic Villages from the following trusts for the years ended December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Sommerville Art Fund	<u>\$ 28,000</u>	<u>\$ -</u>

NOTE 19: Transactions with Affiliated Organizations - Continued

Contributions to Affiliated Organizations

Contributions from Masonic Villages' net assets with donor restrictions are made to the Grand Lodge of Pennsylvania Charity Foundation. These contributions are reported as satisfaction of donor restrictions in the consolidated statements of changes in net assets. The contributions are made from the Reidler Helping Hand Fund, which was established to benefit Masonic Villages and the Grand Lodge of Pennsylvania Charity Foundation. Contributions from this trust to the Grand Lodge of Pennsylvania Charity Foundation totaled \$ 777 and \$ 540 for the years ended December 31, 2024 and 2023, respectively.

Administrative and Program Service Expenses

Masonic Villages has entered into a resource sharing and fiduciary agreement with Grand Lodge. Under the agreement, Masonic Villages has agreed to pay Grand Lodge a fiduciary services and management fee in the amount of \$ 250,000 annually. In addition, as defined in the resource sharing and fiduciary agreement, Masonic Villages will no longer require Grand Lodge to reimburse Masonic Villages for costs associated with human resources, accounting, information technology and public relations. Grand Lodge waived the management fee for the year ended December 31, 2024. Masonic Villages cost associated with the fiduciary and management fee totaled \$ 250,000 for the year ended December 31, 2023.

NOTE 20: Split-Interest Agreements

Masonic Villages has entered into several split-interest agreements with donors. These split-interest agreements include charitable gift annuities, charitable remainder unitrusts, charitable remainder annuity trusts, charitable lead trusts, and perpetual trusts held by third parties. Under split-interest agreements, a donor makes an initial gift to a trust or directly to Masonic Villages in which Masonic Villages has a beneficial interest. Donated assets are maintained by a trust or Masonic Villages and distributions are made to a beneficiary or beneficiaries during the term of the agreement.

At the end of the agreement's term, any remaining assets covered by the agreement are distributed to Masonic Villages.

Assets received under split-interest agreements are recorded at the fair value of the assets on the date received. Liabilities to beneficiaries are recorded at the net present value of expected payments based upon the amount of the contribution, any contractual rate of return, and the life expectancy of the beneficiary. Contribution revenue is classified as either without donor restrictions or with donor restrictions based on the existence of any donor-imposed conditions in the split-interest agreement.

As of December 31, 2024 and 2023, the fair value of assets recognized under split-interest agreements by Masonic Villages, consisting principally of cash and investments, was as follows:

	2024	2023
Perpetual Trusts Held by Third Parties	\$ 50,473,350	\$ 47,661,100
Charitable Gift Annuities	5,884,906	5,711,943
Charitable Remainder Annuity Trust	300,892	280,522
Charitable Remainder Unitrusts	12,854,115	11,311,507
	<hr/>	<hr/>
	\$ 69,513,263	\$ 64,965,072

NOTE 20: Split-Interest Agreements - Continued

Contribution revenues recognized by Masonic Villages under split-interest agreements for the years ended December 31, 2024 and 2023 were as follows:

Charitable Gift Annuities	\$	653,650	\$	346,230
Charitable Remainder Unitrusts		404,863		67,135
	\$	<u>1,058,513</u>	\$	<u>413,365</u>

Masonic Villages is an income beneficiary of several perpetual trusts held by third parties. Distributions of income are made at the discretion of the trustees. Income distributed to the Masonic Villages by perpetual trusts held by third parties amounted to \$ 2,257,060 and \$ 2,469,536 for the years ended December 31, 2024 and 2023, respectively.

NOTE 21: Fair Value Measurements

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1) and the lowest priority to unobservable inputs (level 3). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs. The three levels of the fair value hierarchy are described as follows:

Level 1: Inputs to the valuation methodology are quoted prices (unadjusted) in active markets for identical assets or liabilities that the organization can access at the measurement date.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3: Inputs that are unobservable inputs for the asset or liability.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2024 and 2023.

Domestic and International Common Stock, Mutual Funds – Equity Securities, Exchange Traded Funds, Royalty Trusts and Real Estate Investment Trusts

Valued at end of day quoted prices in active markets for identical assets, if available (Level 1). If the market is not active, they are valued using quoted prices for similar assets in active markets or identical assets in inactive markets (Level 2)

U.S. Government Securities, Domestic Corporate Bonds, Municipal Securities, Mortgage-Backed Securities, Assets Backed Securities and Demand Notes

Valued at end of day pricing using quoted prices for similar assets in active markets or identical assets in inactive markets.

NOTE 21: Fair Value Measurements - Continued

Money Market Mutual Funds

These funds are valued at the end of day closing price based on net asset value (NAV). The value is based on quoted prices for similar assets in active markets or identical assets in inactive markets.

Perpetual Trust Held by Third Parties

The value of perpetual trusts is determined based on the end of day value of the underlying investments. The investments are valued using quoted prices in active markets or quoted prices for similar assets in active markets or identical assets in inactive markets.

Private Equity Investments

Valued at the bid price of the investment or if there is no price for the investment in question, the value is the amount which would be paid to a seller for an immediate transfer to another plus any charges for the transfer. The value of an investment which has no price is determined using comparable assets of public markets, private transactions or valuations of comparable companies or assets.

As described in Note 7, Masonic Villages' most significant investment is its share of the Consolidated Fund.

NOTE 21: Fair Value Measurements - Continued

The fair values of the Consolidated Fund's assets measured on a recurring basis as of December 31, 2024 and 2023 are as follows:

At December 31, 2024	Fair Value	Quote Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Domestic and international common stocks:				
Consumer staples and discretionary	\$ 95,003,448	\$ 94,973,253	\$ 30,195	\$ -
Energy	17,312,902	17,312,902	-	-
Financial	44,857,550	44,822,571	34,979	-
Industrials	43,726,550	43,665,817	24,501	36,232
Information Technology	87,824,098	87,630,480	80,971	112,647
Materials	32,044,771	31,959,956	84,815	-
Transportation	16,277,440	16,274,119	3,321	-
Telecommunications services	7,124,638	7,123,578	1,060	-
Total domestic and international common stocks	<u>344,171,397</u>	<u>343,762,676</u>	<u>259,842</u>	<u>148,879</u>
U.S. Government securities	<u>56,003,072</u>	<u>-</u>	<u>56,003,072</u>	<u>-</u>
Domestic corporate bonds:				
Aaa credit rating	257,492	-	257,492	-
Aa credit rating	7,857,050	-	7,857,050	-
A credit rating	34,106,822	-	34,106,822	-
Bb credit rating	640,621	-	640,621	-
Bbb credit rating	47,331,206	-	47,331,206	-
Unrated	118,378	-	118,378	-
Total domestic corporate bonds	<u>90,311,569</u>	<u>-</u>	<u>90,311,569</u>	<u>-</u>
Municipal bonds:				
Aaa credit rating	1,444,167	-	1,444,167	-
Aa credit rating	2,953,350	-	2,953,350	-
A credit rating	285,801	-	285,801	-
Unrated	627,456	-	627,456	-
Total municipal bonds	<u>5,310,774</u>	<u>-</u>	<u>5,310,774</u>	<u>-</u>
Mutual funds - Equity securities	<u>59,584,100</u>	<u>20,747,608</u>	<u>38,836,492</u>	<u>-</u>
Exchange traded funds	<u>85,278,948</u>	<u>85,278,948</u>	<u>-</u>	<u>-</u>
Mortgage backed securities	<u>43,492,047</u>	<u>-</u>	<u>43,492,047</u>	<u>-</u>
Asset backed securities	<u>14,631,133</u>	<u>-</u>	<u>14,631,133</u>	<u>-</u>
Real estate investment trusts	<u>12,314</u>	<u>12,314</u>	<u>-</u>	<u>-</u>
Money Market funds	<u>59,489,092</u>	<u>-</u>	<u>59,489,092</u>	<u>-</u>
Investments measured at net asset value:				
Private equity investments	25,053,718	-	-	25,053,718
Limited partnerships	127,895,058	-	-	-
Mutual funds - equity securities	17,367,874	-	-	-
Total investments measured at net asset value	<u>170,316,650</u>	<u>-</u>	<u>-</u>	<u>25,053,718</u>
Total - All Investment Types	<u>\$ 928,601,096</u>	<u>\$ 449,801,546</u>	<u>\$ 308,334,021</u>	<u>\$ 25,202,597</u>

NOTE 21: Fair Value Measurements - Continued

At December 31, 2023	Fair Value	Quote Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Domestic and international common stocks:				
Consumer staples and discretionary	\$ 84,459,334	\$ 84,442,037	\$ 17,297	\$ -
Energy	22,854,903	22,854,903	-	-
Financial	44,785,873	44,757,859	28,014	-
Industrials	33,354,858	33,329,447	25,411	-
Information Technology	77,968,650	77,880,840	87,810	-
Materials	25,582,175	25,513,865	68,310	-
Transportation	14,348,997	14,346,658	2,339	-
Telecommunications services	11,726,841	11,674,406	52,435	-
Total domestic and international common stocks	<u>315,081,631</u>	<u>314,800,015</u>	<u>281,616</u>	<u>-</u>
U.S. Government securities	<u>52,114,418</u>	<u>-</u>	<u>52,114,418</u>	<u>-</u>
Domestic corporate bonds:				
Aaa credit rating	1,391,734	-	1,391,734	-
Aa credit rating	4,268,081	-	4,268,081	-
A credit rating	31,242,131	-	31,242,131	-
B credit rating	2,486,085	-	2,486,085	-
Bb credit rating	10,923,338	-	10,923,338	-
Bbb credit rating	45,504,766	-	45,504,766	-
Unrated	158,650	-	158,650	-
Total domestic corporate bonds	<u>95,974,785</u>	<u>-</u>	<u>95,974,785</u>	<u>-</u>
Municipal bonds:				
Aaa credit rating	2,668,259	-	2,668,259	-
Aa credit rating	3,905,321	-	3,905,321	-
A credit rating	290,799	-	290,799	-
Unrated	904,231	-	904,231	-
Total municipal bonds	<u>7,768,610</u>	<u>-</u>	<u>7,768,610</u>	<u>-</u>
Mutual funds - Equity securities	<u>22,925,757</u>	<u>22,925,757</u>	<u>-</u>	<u>-</u>
Exchange traded funds	<u>64,373,546</u>	<u>64,373,546</u>	<u>-</u>	<u>-</u>
Mortgage backed securities	<u>25,592,530</u>	<u>-</u>	<u>25,592,530</u>	<u>-</u>
Asset backed securities	<u>22,683,778</u>	<u>-</u>	<u>22,683,778</u>	<u>-</u>
Real estate investment trusts	<u>21,743</u>	<u>21,743</u>	<u>-</u>	<u>-</u>
Money Market funds	<u>55,633,325</u>	<u>-</u>	<u>55,633,325</u>	<u>-</u>
Investments measured at net asset value:				
Private equity investments	23,837,855	-	-	23,837,855
Limited partnerships	147,020,486	-	-	-
Mutual funds - equity securities	27,066,040	-	-	-
Total investments measured at net asset value	<u>197,924,381</u>	<u>-</u>	<u>-</u>	<u>23,837,855</u>
Total - All Investment Types	<u>\$ 860,094,504</u>	<u>\$ 402,121,061</u>	<u>\$ 260,049,062</u>	<u>\$ 23,837,855</u>

NOTE 21: Fair Value Measurements - Continued

The Consolidated Fund has investments in certain financial instruments whose fair values are measured as a practical expedient by using the net asset value per share of the investment. This feature may limit the ability of the Consolidated Fund to liquidate these financial instruments quickly, if necessary. Financial instruments whose fair values are determined as a practical expedient by using the net asset value per share of the investment and their redemption features are as follows as of December 31, 2024 and 2023:

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
At December 31, 2024				
Mutual fund-Equity securities	\$ 10,245,744	\$ -	Quarterly	60 Days
Mutual fund-Equity securities	7,122,130	-	Monthly	30 Days
Limited partnerships	12,567,804	-	Quarterly	180 Days
Limited partnerships	23,293,413	-	Annual	60 Days
Limited partnerships	42,966,486	-	Quarterly	60 Days
Limited partnerships	46,567,355	-	Weekly	5 Days
Limited partnerships	2,500,000	-	Illiquid	Not Applicable
Private equity investments	25,053,718	-	Illiquid	Not Applicable
	<u>\$ 170,316,650</u>	<u>\$ -</u>		
At December 31, 2023				
Mutual fund-Equity securities	\$ 20,931,776	\$ -	Quarterly	60 Days
Mutual fund-Equity securities	6,134,264	-	Monthly	30 Days
Limited partnerships	21,068,344	-	Quarterly	180 Days
Limited partnerships	11,564,403	-	Annual	60 Days
Limited partnerships	55,717,664	-	Quarterly	60 Days
Limited partnerships	14,792,875	-	Monthly	10 Days
Limited partnerships	43,876,134	-	Weekly	5 Days
Limited partnerships	1,066	-	Illiquid	Not Applicable
Private equity investments	23,837,855	-	Illiquid	Not Applicable
	<u>\$ 197,924,381</u>	<u>\$ -</u>		

The redemption restrictions for these financial instruments are included in the contracts with the investment management firms responsible for these investments.

NOTE 21: Fair Value Measurements - Continued

Changes in the Consolidated Fund's investments in financial instruments whose fair values are determined using significant unobservable inputs were as follows for the years ended December 31, 2024 and 2023:

	<u>Total</u>
Fair value at January 1, 2023	\$ 20,631,898
Unrealized gains	485,557
Sales	(1,297,704)
Purchases	<u>4,018,104</u>
Fair value at December 31, 2023	23,837,855
Unrealized gains	864,874
Sales	(2,202,774)
Purchases	<u>2,702,642</u>
Fair value at December 31, 2024	<u><u>\$ 25,202,597</u></u>

The fair values of Masonic Villages' assets are measured using different techniques. Fair values for investments are determined by reference to quoted market prices and other relevant information generated by market transactions. Fair values of perpetual trusts held by third parties are measured by applying known beneficiary percentages to the fair values of the trust's assets which consists of a combination of actively traded securities and other securities which are valued using significant other observable inputs. When unable to obtain a fair value for a perpetual trust, the fair value is estimated by calculating the present value of income received from the trust under a reasonable rate of return percentage. Fair value for contributions receivable from beneficial interests in charitable lead annuity trusts is determined by calculating the present value of the annuity using published life expectancy tables and discount rates ranging from 1.52% to 4.25%. Fair values for unconditional promises to give are determined by calculating the present value of the future cash flows expected to be received, using the stated terms of the promise to give and applicable discount rate of 1.51%.

NOTE 21: Fair Value Measurements - Continued

The fair values of assets measured on a recurring basis as of December 31, 2024 and 2023 are as follows:

	Fair Value	Quote Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
At December 31, 2024				
Investments (excluding consolidated fund)				
Money Market Funds	\$20,548,495	\$ 20,548,495	\$ -	\$ -
Equity Funds	14,611,720	14,611,720	-	-
Real Estate	416,007	-	416,007	-
Perpetual Trusts Held by Third Parties	50,473,350	-	50,473,350	-
Contributions receivable:				
Charitable lead annuity trusts	983,596	-	983,596	-
Promises to give	-	-	-	-
	<u>\$87,033,168</u>	<u>\$ 35,160,215</u>	<u>\$51,872,953</u>	<u>\$ -</u>
At December 31, 2023				
Investments (excluding consolidated fund)				
Money Market Funds	\$10,896,280	\$ 10,896,280	\$ -	\$ -
Equity Funds	12,857,852	12,857,852	-	-
Real Estate	414,007	-	414,007	-
Perpetual Trusts Held by Third Parties	47,661,100	-	47,661,100	-
Contributions receivable:				
Charitable lead annuity trusts	1,095,645	-	1,095,645	-
Promises to give	24,628	-	-	24,628
	<u>\$72,949,512</u>	<u>\$ 23,754,132</u>	<u>\$49,170,752</u>	<u>\$ 24,628</u>

The changes in assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3 inputs) are as follows for the years ended December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Fair value as of January 1	\$ 24,628	\$ 64,033
Cash payments received	(24,628)	(40,000)
Actuarial adjustment of fair value based on remaining terms of promises to give and risk free-interest rates	-	595
Fair value as of December 31	<u>\$ -</u>	<u>\$ 24,628</u>

NOTE 21: Fair Value Measurements - Continued

The fair values of Masonic Villages' liabilities are measured using different techniques. Fair values for annuities payable resulting from charitable gift annuity agreements and charitable remainder unitrust agreements with donors are determined by calculating the present value of the annuity using published life expectancy tables and the contractual discount rates. Fair values for interest rate swap agreements are determined based on the terms of each agreement and proprietary valuation techniques of Wells Fargo Bank, NA, which consider the present value of estimated expected future cash flows.

The fair values of liabilities measured on a recurring basis as of December 31, 2024 and 2023 are as follows:

	Fair Value	Quote Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
At December 31, 2024				
Annuities payable	\$ 12,048,563	\$ -	\$ 12,048,563	\$ -
Interest rate swap agreements	2,394,773	-	2,394,773	-
	<u>\$ 14,443,336</u>	<u>\$ -</u>	<u>\$ 14,443,336</u>	<u>\$ -</u>
At December 31, 2023				
Annuities payable	\$ 11,299,772	\$ -	\$ 11,299,772	\$ -
Interest rate swap agreements	3,249,177	-	3,249,177	-
	<u>\$ 14,548,949</u>	<u>\$ -</u>	<u>\$ 14,548,949</u>	<u>\$ -</u>

Masonic Villages meets the requirements for disclosure of fair value information about financial instruments, whether or not recognized in the consolidated balance sheets. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. In that regard, the derived fair value estimates cannot be substantiated by comparison to independent markets and, in many cases, could not be realized in immediate settlement of the instruments. Certain financial instruments and all non-financial instruments are excluded from disclosure requirements. Accordingly, the aggregate fair value amounts presented do not represent the underlying value of Masonic Villages.

NOTE 21: Fair Value Measurements - Continued

The carrying amounts and fair values of Masonic Village's financial instruments are as follows:

At December 31, 2024	Carrying Amount	Fair Value	Level 1	Level 2	Level 3
Financial Assets:					
Cash and cash equivalents	\$ 22,512,010	\$ 22,512,010	\$ 22,512,010	\$ -	\$ -
Assets whose use is limited	984,862	984,862	984,862	-	-
Resident accounts and other receivables	12,093,667	12,093,667	-	-	12,093,667
Notes receivable	648,534	648,534	-	-	648,534
Financial Liabilities:					
Accounts payable and accrued expenses	25,461,595	25,461,595	25,461,595	-	25,461,595
Annuities payable	12,048,563	12,048,563	12,048,563	-	12,048,563
Interest rate swap agreements					
agreements	2,394,773	2,394,773	-	2,394,773	2,394,773
Long-debt	131,896,036	132,185,169	-	132,185,169	-
At December 31, 2023					
	Carrying Amount	Fair Value	Level 1	Level 2	Level 3
Financial Assets:					
Cash and cash equivalents	\$ 18,408,843	\$ 18,408,843	\$ 18,408,843	\$ -	\$ -
Assets whose use is limited	966,080	966,080	966,080	-	-
Resident accounts and other receivables	10,639,809	10,639,809	-	-	10,639,809
Notes receivable	650,938	650,938	-	-	-
Financial Liabilities:					
Accounts payable and accrued expenses	24,013,887	24,013,887	24,013,887	-	24,013,887
Annuities payable	11,299,772	11,299,772	11,299,772	-	11,299,772
Interest rate swap agreements					
agreements	3,249,177	3,249,177	-	3,249,177	3,249,177
Long-debt	142,540,546	144,941,763	-	144,941,763	-

NOTE 22: Minimum Liquid Reserve Requirement

Masonic Villages is licensed as a continuing care provider by the Commonwealth of Pennsylvania's Insurance Department (Insurance Department). In accordance with this licensure, Masonic Villages must establish and maintain certain minimum liquid reserves. Masonic Villages' minimum liquid reserve amount equals the greater of the next twelve months long-term debt service (Debt Service Method) or 10% of the annual budgeted operating expenses excluding depreciation (Operating Expense Method). Masonic Villages' governing body, the Board of Directors, has designated a portion of the Masonic Villages Reserve Fund to satisfy this minimum liquid reserve requirement. On October 31, 1996, the Insurance Department approved this approach to comply with the minimum reserve requirement.

NOTE 22: Minimum Liquid Reserve Requirement - Continued

The minimum required reserve amounts for the years ended December 31, 2024 and 2023 were determined using projected expense and principal payment amounts for the years ending December 31, 2024 and 2023, respectively. The required reserve is the greater of the amounts calculated under the operating expense and debt service methods. The minimum required reserve amounts calculated under the two methods were as follows:

	2024	2023
Operating Expense Method		
Operating Expenses	\$ 235,329,536	\$ 238,073,812
Less: Depreciation Expense	29,968,780	30,618,737
Cash Expenses for Minimum Liquid Reserve	205,360,756	207,455,075
Percentage of Cash Expenses to be Held in Reserve	10%	10%
Minimum Liquid Reserve Requirement		
Under Operating Expense Method	<u>\$ 20,536,076</u>	<u>\$ 20,745,508</u>
 Debt Service Method		
Interest Expense	\$ 5,084,256	\$ 5,381,412
Principal Payments	10,655,000	10,385,000
Minimum Liquid Reserve Requirement		
Under Debt Service Method	<u>\$ 15,739,256</u>	<u>\$ 15,766,412</u>

The fair value of the Masonic Villages Reserve Fund at December 31, 2024 and 2023 totaled \$ 214,966,246 and \$183,161,221, respectively. Masonic Villages met the minimum liquid reserve required by the Insurance Department for the years ended December 31, 2024 and 2023.

NOTE 23: Subsequent Events

Masonic Villages has evaluated events and transactions subsequent to December 31, 2024 through April 22, 2025, the date these consolidated financial statements were issued. Based on the definitions and requirements of generally accepted accounting principles, Masonic Villages has identified the following subsequent events that require recognition or disclosure in the consolidated financial statements:

Organizational Merger

Effective January 1, 2025, the Grand Lodge of Pennsylvania Charity Foundation (“GLPCF”), a Pennsylvania nonprofit corporation, was merged into Masonic Villages of the Grand Lodge of Pennsylvania (“Masonic Villages”), a Pennsylvania nonprofit corporation. All operations, assets and liabilities of the GLPCF became the operations, assets and liabilities of Masonic Villages. Masonic Villages’ Articles of Incorporation were unchanged as a result of this merger. The financial impact of the merger of GLPCF into Masonic Villages as of December 31, 2024 added total assets of \$ 2,056,909 and \$ 2,019,966 in total net assets.

NOTE 23: Subsequent Events - Continued

Nursing Bed Sale

On April 9, 2024, Masonic Villages entered into an Agreement (Agreement) whereby the licenses of 47 nursing beds from the Elizabethtown campus would be transferred to a third party (Buyer) at an agreed upon price per bed. At the Elizabethtown location, 453 nursing beds are enrolled and certified as a provider of nursing facility services in Pennsylvania's Medical Assistance Program and the Federal Medicare Program. The transfer or sale is conditional upon Buyer's submission of a Bed Transfer Request and approval of the Bed Transfer Request by the Pennsylvania Department of Human Services (DHS). The Agreement includes a provision whereby Masonic Villages can terminate the Agreement on the date that is 180 days following receipt of the DHS' written response to the Bed Transfer Request. Masonic Villages has identified excess beds at its Elizabethtown and Sewickley campuses and is executing on a strategy of divesting the beds. Buyer received notice dated September 30, 2024 from DHS, denying the transfer. In accordance with 180 day termination provision, Masonic Villages authorized a 60-day extension for buyer to address reasons for denial. On April 8, 2025, the parties entered into an amended agreement to extend the deadline for the buyer to resolve the appeal.

NOTE 24: Commitments and Contingencies

Masonic Villages has signed contracts for various construction projects approximating \$ 12,344,532. Approximately \$ 2,147,792 has been paid or accrued on these contracts as of December 31, 2024.

Masonic Villages is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Masonic Villages' financial position.

During the year ended December 31, 2008, Masonic Villages negotiated an agreement with the Elizabethtown Area School District (School District), Elizabethtown Borough (Borough), West Donegal Township (Township), and Lancaster County (County) for annual payments in lieu of taxes for all properties located at the Elizabethtown campus. This agreement became effective in 2008 and will expire on June 30, 2029. The agreement includes a specific annual payment schedule for lieu of tax payments to the School District, the Borough, the Township, and the County for the 20-year term of the agreement. The agreement also contains provisions for an annual contribution of \$ 15,000 from Masonic Villages to the School District's Education Foundation. Masonic Villages will also annually fund up to six \$ 2,500 college scholarships for qualified students from the School District. Masonic Villages paid \$ 1,365,476 and \$ 1,362,431 in lieu of tax payments under this agreement for the years ended December 31, 2024 and 2023, respectively. For the year ending December 31, 2025, Masonic Villages' commitment under the agreement is approximately \$ 1,391,457.

During the year ended December 31, 2004, Masonic Villages negotiated an agreement with Aleppo Township (Aleppo), the Quaker Valley School District (Quaker Valley), and the County of Allegheny (Allegheny) for annual payments in lieu of taxes for certain tax-exempt properties at the Sewickley campus. This agreement became effective in 2004 and expired December 31, 2024. The agreement includes a specific annual payment schedule for lieu of tax payments to Aleppo, Quaker Valley, and Allegheny for the 21-year term of the agreement. The agreement also includes provisions for an annual contribution from Masonic Villages to the Sewickley Public Library. Masonic Villages is also required to fund annually a minimum amount for college scholarships for Quaker Valley students. Masonic Villages paid \$ 906,291 and \$ 892,652 under this agreement for the years ended December 31, 2024 and 2023, respectively. Masonic Villages reverted to a full tax-exempt status upon expiration of the agreement. The Quaker Valley School District filed a challenge of our full tax-exemption with the appropriate parties within the required time frames. Over the upcoming months, parties involved will work to resolve differences.

NOTE 24: Commitments and Contingencies - Continued

Masonic Villages' Lafayette Hill campus has two agreements with Whitemarsh Township (Whitemarsh) for annual payments in lieu of taxes for the tax-exempt Masonic Villages property. The first agreement, for gross receipts tax, requires a minimum annual payment to Whitemarsh of \$ 10,000, adjusted for an inflation factor based on the Consumer Price Index for the Philadelphia region. The second agreement, for real estate taxes, requires an annual payment to Whitemarsh based on the assessed value of the Lafayette Hill campus and Whitemarsh's current millage rate. Masonic Villages paid Whitemarsh \$ 61,927 and \$ 60,317 under these two agreements for the years ended December 31, 2024, and 2023, respectively.

During the year ended December 31, 2012, Masonic Villages negotiated an agreement with Dallas Township, Dallas Area School District, and Luzerne County for annual payments in lieu of taxes for certain tax-exempt properties at the Dallas campus. This agreement became effective retroactive to 2011 and will expire December 31, 2030. The agreement includes a specific payment schedule for lieu of tax payments to Dallas Township, Dallas Area School District, and Luzerne County for the 20-year term of the agreement. The agreement also includes provisions for an annual contribution from Masonic Villages to Dallas Township to support the local fire and ambulance organizations. Masonic Villages paid \$ 38,187 and \$ 37,879 under this agreement for the years ended December 31, 2024, and 2023, respectively. For the year ending December 31, 2025, Masonic Villages' commitment under the agreement is approximately \$ 38,549.

NOTE 25: Risk

Financial instruments which subject Masonic Villages to concentrations of credit risk consist primarily of cash and cash equivalents, short-term investments (i.e. certificates of deposit), fixed income securities, common stocks, and resident accounts receivable.

Masonic Villages typically maintains cash and cash equivalents which, at times, exceed \$ 250,000 in banks. Cash and cash equivalents and certain short-term investments are insured by the Federal Deposit Insurance Corporation up to a limit of \$ 250,000 per bank. Fixed income securities and common stocks are uninsured.

Masonic Villages grants credit to its residents and other third-party payors, primarily Medicare, Medical Assistance, and various commercial insurance companies. Masonic Villages maintains reserves for potential credit losses and such losses have historically been within management's expectations.

Investments of Masonic Villages are exposed to various risks, such as interest rate, market, currency and credit risks. Market risks include global events which could impact the value of investment securities, such as a pandemic or international conflict. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect investment assets reported in the financial statements.

NOTE 26: COVID-19 Pandemic Financial Activities

Masonic Villages received federal assistance for the COVID-19 pandemic totaling \$ 139,644 for the year ended December 31, 2023. The assistance was presumed to reimburse the costs associated with the COVID-19 pandemic and lost revenue from the decline in resident occupancy and ancillary activities. The amount has been recognized as other operating revenue in the consolidated statements of operations. COVID-19 pandemic costs related to the use of agency nursing due to labor shortages have been reported in Masonic Villages' consolidated financial statements for the year ended December 31, 2023 in the amount of \$ 2,588,973.

NOTE 27: Leases

Lease liabilities represent Masonic Village's obligation to make lease payments and are presented at each reporting date as the net present value of the remaining contractual cash flows. Cash flows are discounted based on incremental borrowing rates. The rates used were the incremental borrowing rates in effect at the commencement date of each lease and ranges from 5.25% to 8.31%. Right-of-use assets represent Masonic Village's right to use the underlying asset for the lease term and are calculated as the sum of the lease liability and if applicable, prepaid rent, initial direct costs and any incentives received from the lessor.

Masonic Villages has 119 operating leases, consisting of 42 equipment leases, 76 vehicle leases, and one land lease. Certain of these leases offer the option to extend the lease term and the Masonic Villages has included such extensions in its calculation of the lease liabilities to the extent the options are reasonably assured of being exercised. The lease agreements do not provide for residual value guarantees and have no restrictions or covenants that would require incurring additional financial obligations. There are no variable or short-term lease costs for the year ended December 31, 2024.

Lease expense at December 31 is as follows:

	2024
Operating lease expense	\$ 978,103
<u>Total lease expense</u>	<u>\$ 978,103</u>

Information related to cash flows, assets obtained, weighted average remaining lease terms, and weighted-average discount rates are as follows at December 31:

	2024
Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	431,668
ROU assets obtained in exchange for new operating lease liabilities	5,213,140
Weighted-average remaining lease term in years for operating leases	12.61
Weighted-average discount rate for operating leases	6.65%

Future payments due under lease obligations are as follows at December 31, 2024:

	Operating
2025	\$ 1,044,182
2026	998,335
2027	966,820
2028	967,652
2029	621,192
Thereafter	2,699,768
<u>Total undiscounted cash flows</u>	<u>7,297,949</u>
Less: present value discount	(2,317,406)
<u>Total lease liabilities</u>	<u>4,980,543</u>
Less: current portion of lease liabilities	(792,738)
<u>Long-term lease liabilities</u>	<u>\$ 4,187,805</u>

Leases were deemed immaterial in prior years. Masonic Villages made payments totaling \$ 498,651 for the year ended December 31, 2023.

ATTACHMENT II

RESIDENT AGREEMENT

MASONIC VILLAGE AT SEWICKLEY

RETIREMENT LIVING

RESIDENT AGREEMENT

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS AND CONVENTIONS	1
1.1 Defined Terms	1
1.2 Conventions	4
ARTICLE 2: FINANCIAL MATTERS	4
2.1 Application Deposit	4
2.2 Entrance Fee	5
2.2.1 Amount	5
2.2.2 Payment for Existing Units.....	5
2.2.3 Payment for New Construction	5
2.3 Entrance Fee Refunds	5
2.3.1 Refund Option Selection	5
2.3.2 Refund Due on Termination Before Occupancy	5
2.3.3 Refund Due on Termination After Occupancy.....	6
2.4 Service Fee and Other Charges.....	8
2.4.1 Service Fee.....	8
2.4.2 Other Charges	8
2.4.3 Statements and Payment Terms	9
2.4.4 Masonic Villages Care Commitment and Resident Financial Responsibility..	9
ARTICLE 3: RESIDENT OCCUPANCY OBLIGATIONS.....	11
3.1 Before Occupancy	11
3.1.1 Application Materials	11
3.1.2 Care Evaluation	12
3.2 After Occupancy	12
3.2.1 Living Accommodation and Changes	12
3.2.2 Rules and Regulations	14
3.2.3 Furnishings	14
3.2.4 Housekeeping	14
3.2.5 Common Facilities.....	14
3.2.6 Damage Caused by You	14
3.2.7 Personal Property.....	14
3.2.8 Right of Entrance.....	15
3.2.9 Guests	15
3.2.10 Pets.....	15
3.2.11 Residents' Association	16
3.2.12 Subsequent Cohabitation	16
3.2.13 Health Care	16
3.2.14 Insurance.....	20
3.2.15 Your Agents and Fiduciaries	21
ARTICLE 4: MASONIC VILLAGES' OBLIGATIONS	22
4.1 Care and Services Generally.....	22
4.1.1 Extent of Care	22

TABLE OF CONTENTS

4.2	Distribution of Disclosure Statements	22
4.3	Insurance.....	22
4.4	Utilities and Services	22
4.5	Housekeeping	22
4.6	Maintenance and Repair	23
4.6.1	Structural Changes.....	23
4.6.2	Living Accommodation Renovations or Upgrades	23
4.6.3	Redecoration.....	23
4.7	Food and Meals.....	23
4.7.1	Dining Plan	23
4.7.2	Guest Privileges.....	23
4.7.3	Dress Code.....	23
4.8	Phone Service	24
4.9	Cable Television	24
4.10	Activities.....	24
4.11	Transportation.....	24
4.12	Real Estate Taxes.....	24
4.13	Services Available for Extra Charge	24
4.14	Annual Average Cost of Care.....	24
4.15	No Discrimination	24
ARTICLE 5: TERMINATION OF AGREEMENT		24
5.1	Prior to Occupancy	25
5.1.1	Right to Rescind	25
5.1.2	Death or Incapacity.....	25
5.1.3	By Masonic Villages	25
5.2	After Occupancy	25
5.2.1	By You.....	25
5.2.2	By Masonic Villages	26
5.2.3	By Death.....	26
ARTICLE 6: MISCELLANEOUS		26
6.1	Notice.....	26
6.2	Complete Agreement.....	27
6.3	Non-Waiver	27
6.4	Descriptive Headings.....	27
6.5	Transferability.....	27
6.6	Severability	27
6.7	Governing Law	27
6.8	Mandatory Arbitration.....	28
6.9	Venue.....	28
6.10	Counterparts.....	28
6.11	Rights to Property	28

TABLE OF CONTENTS

FIRST ADDENDUM	30
SECOND ADDENDUM	31
THRID ADDENDUM	32
FOURTH ADDENDUM	33
FIFTH ADDENDUM	34
SCHEDULE A.....	35
EXHIBIT A	36
EXHIBIT B	37
EXHIBIT C	38

MASONIC VILLAGE AT SEWICKLEY

RETIREMENT LIVING RESIDENT AGREEMENT

This Masonic Village at Sewickley Retirement Living Resident Agreement (this “Resident Agreement”) is entered on _____, 20__ by and between Masonic Villages of the Grand Lodge of Pennsylvania, a Pennsylvania non-profit corporation (“Masonic Villages”) and [_____ in Single Occupancy (“you”)] [_____ and _____ in Double Occupancy (each resident or both residents as context requires, (“you”))].

You and Masonic Villages are sometimes referred to in this Resident Agreement individually as a “party” or collectively as the “parties.”

If this Resident Agreement is for Double Occupancy, each of you and the Dual Occupant is jointly and severally liable for the obligations set forth in this Resident Agreement.

- A. Masonic Villages provides retirement living, personal care and nursing care services together with certain ancillary and related services to residents of the Masonic Village at Sewickley, in Sewickley, Pennsylvania, (inclusive of the Sturgeon Health Care Center, the “Community”) on the terms and subject to the conditions set forth in this Resident Agreement.
- B. You desire to Occupy the Living Accommodation and receive the services available at the Community on the terms and subject to the conditions set forth in this Resident Agreement.

NOW, THEREFORE, you and Masonic Villages, intending to be legally bound, agree as follows:

ARTICLE 1

DEFINITIONS AND CONVENTIONS

1.1 **DEFINED TERMS.** When used in this Resident Agreement, the following capitalized terms will have the meanings given to them in this Article 1.

“ACT” means the Pennsylvania Continuing-Care Provider Registration and Disclosure Act, No. 82, P.L. 391, 40 P.S. 3201-3225 (1984). The statutory provisions of the Act cannot be waived by Resident or Masonic Villages.

“APPLICABLE LAW” means all federal, state and local laws, rules and regulations applicable to the performance of the parties under this Resident Agreement.

“APPLICATION DEPOSIT” has the meaning set forth in Section 2.1.

“CHARGES” means the Service Fee and any other amounts properly billed to you for services rendered by or through Masonic Villages, including or related to nursing care or personal care services in the Sturgeon Health Care Center.

“COMMUNITY” has the meaning set forth in the recitals.

“DOUBLE OCCUPANCY” means the Occupancy of the Living Accommodation by you and Dual Occupant for which you will pay the Double Occupancy Rate as listed on the then current rate sheet.

“DUAL OCCUPANT” means the other resident residing with you in Double Occupancy.

“ENTRANCE FEE” has the meaning set forth in Section 2.2.

“FACILITY” means the Masonic Village at Sewickley

“FINANCIAL RESPONSIBILITY” has the meaning set forth in Section 2.4.4.

“FUTURE CARE AGREEMENT” means any future agreement between you and Masonic Villages for Star Points Personal Care or skilled nursing care services in the Sturgeon Health Care Center.

“HEALTH CARE PROVIDER” means the person rendering services to you as an employee of Masonic Villages or another provider, on a fee-for-service basis, or otherwise.

“LIVING ACCOMMODATION” means the particular living accommodation provided for Occupancy by you and, in Double Occupancy, Dual Occupant, as set forth in this Resident Agreement.

“MASONIC VILLAGES” has the meaning set forth in the recitals.

“MEDICAL CARE” means general medical and health care services including emergency, hospital, surgical services and care, hospital care, and nursing care in the Sturgeon Health Care Center.

“OCCUPANCY” means possession or use, or having the right to possess or use, the Living Accommodation.

“PARTY” or “PARTIES” has the meaning set forth in the heading.

“RECISSION PERIOD” means the seven (7) day period commencing on the date you or in Double Occupancy, Dual Occupant, whichever is later, sign and deliver this Resident Agreement and pay the Application Deposit.

“REFUND” means the entitlement to receive a repayment of all or a portion of the Entrance Fee as set forth in this Resident Agreement, and as applicable in context, the act of paying the Refund.

“REFUND OPTION” means the Ninety Percent Refund Option or the Declining Balance Refund Option, as more fully described in this Resident Agreement.

“REMAINING RESIDENT” means, in Double Occupancy, either you or the Dual Occupant if you or the Dual Occupant continue to Occupy the Living Accommodation after the other ceases to do so for any reason, including death, transfer to Star Points Personal Care or nursing care at the Sturgeon Health Care Center or discharge from the Community.

“REQUIREMENTS OF TENANCY” means that you must be able to care for your living accommodation, manage your affairs, including finances, etc., with or without third party assistance. Further, you must be able to arrange for, as needed, such third-party services or designate an individual who can make such arrangements. If it is determined that you cannot meet the Requirements of Tenancy, reasonable accommodations will be evaluated and considered to meet your needs. If you cannot meet the Requirements of Tenancy with reasonable accommodations, the Masonic Villages reserves the right to transfer you to an appropriate level of care that meets your needs.

“RESIDENT AGREEMENT” has the meaning set forth in the heading.

“RESIDENT HANDBOOK” means that document received with this Agreement that outlines the rules, regulations, procedures and other pertinent information for Residents.

“RULES AND REGULATIONS” means the rules and regulations for the Community as reasonably determined and adopted by Masonic Villages from time to time during your Occupancy.

“SERVICE FEE” has the meaning set forth in Section 2.4.

“SINGLE OCCUPANCY” means the Occupancy of the Living Accommodation by you alone.

“SECOND PERSON ADMINISTRATIVE FEE” – A non-refundable service fee paid by the second person in a Double Occupancy residency. For the avoidance of doubt, this fee is not part of the entrance fee refund under any of the entrance fee options.

“STAR POINTS PERSONAL CARE” means the level of care and accompanying accommodations where assistance in activities of daily living, as defined under the licensure requirements of the Commonwealth of Pennsylvania, are provided. Also known as Personal Care.

“STURGEON HEALTH CARE CENTER” means the facility at the Community in which skilled nursing care services are provided.

“SURRENDER” means to (i) cease to Occupy the Living Accommodation, (ii) remove all possessions from the Living Accommodation, (iii) broom clean the Living Accommodation, and (iv) return to Masonic Villages all keys to the Living Accommodation.

“TRANSFER ASSETS” means a transfer, gift, sale, lease, loan, assignment, pledge or encumbrance of any asset or any right or interest in property, including in, to or by virtue of any trust, installment arrangement, annuity or similar vehicle or mechanism in which the transferor does not receive fair market, arms-length consideration in cash or other marketable securities that can be readily liquidated to pay Charges as and when due.

“YOU” has the meaning set forth in the heading.

1.2 CONVENTIONS: The descriptive headings used for Articles and Sections of this Resident Agreement are inserted for convenience only and do not constitute substantive material in the construction or interpretation of this Resident Agreement. Any reference in this Resident Agreement to an “Article” or a “Section” means the relevant Article or Section of this Resident Agreement only, unless indicated otherwise. As used in this Resident Agreement unless the context dictates otherwise, (a) pronouns of any gender include the masculine, feminine, and neuter genders as appropriate; (b) singular words include the plural, and the plural the singular; (c) the word “or” is disjunctive but not exhaustive; (d) the words “any” and “all” both have the inclusive meaning “any and all”; and (e) the word “including” means “including, but not limited to” the specific items or matters listed. Any reference in this Resident Agreement to an “Exhibit” means the referenced Exhibit attached to this Resident Agreement. Any reference in this Resident Agreement to a number of days means a number of calendar days, unless stated otherwise. Any reference to an amount of money means such amount in United States dollars, unless stated otherwise. The words “hereof,” “herein,” “hereunder” and words of similar import refer to this Resident Agreement as a whole and not to any particular section or provision of this Resident Agreement. Definitions will be equally applicable to both nouns and verbs and the singular and plural forms of the terms defined.

ARTICLE 2

FINANCIAL MATTERS

2.1 APPLICATION DEPOSIT. When you submitted your preliminary application for admission, you paid Masonic Villages a deposit (the “Application Deposit”) in the amount of \$2,000.00. The Application Deposit will be credited toward the Entrance Fee. The Application Deposit will only be refunded to you if you exercise your right to rescind this Resident Agreement during the Rescission Period as set forth in this Resident Agreement.

2.2 ENTRANCE FEE

2.2.1 AMOUNT. You will pay an entrance fee (“Entrance Fee”) in the amount of \$_____. In the event of Double Occupancy, you will pay a non-refundable second person administrative fee in the amount of \$_____, which is not subject to the entrance fee refund for any of the options.

2.2.2 PAYMENT FOR EXISTING UNITS. You will pay the Entrance fee as follows:

Ten percent (10%), \$_____, when you sign this Resident Agreement;

Ninety percent (90%), \$_____, within sixty (60) days following your signing of this Resident Agreement or upon Occupancy, whichever is sooner.

2.2.3 PAYMENT FOR NEW CONSTRUCTION. If the Living Accommodation is not constructed on the date of this Resident Agreement, you will pay an Entrance fee as follows:

Ten Percent (10%) \$_____, when you sign this Resident Agreement

Twenty-five percent (25%) \$_____, thirty (30) days prior to the start of construction of the Living Accommodation

Sixty-Five percent (65%) \$_____, within thirty (30) days following the date on which the Living Accommodation is ready for Occupancy, or upon Occupancy, whichever is sooner. Masonic Villages will give you thirty (30) days written notice of the date on which the Living Accommodation will be ready for occupancy.

2.3 ENTRANCE FEE REFUNDS

2.3.1 REFUND OPTION SELECTION. You, together with Dual Occupant in Double Occupancy, have selected the following Refund Option:

Ninety Percent (90%) Refund Option _____

Declining Balance Refund Option _____

You understand that the Refund Option you selected will affect the amount and terms of the Refund.

2.3.2 REFUND DUE ON TERMINATION BEFORE OCCUPANCY

(a) TERMINATION DURING RESCISSION PERIOD. If you or Dual Occupant in Double Occupancy terminate this Resident Agreement within the Rescission Period, Masonic Villages will, within thirty (30) days of receiving written notice of termination, pay the Refund as set forth in this Resident Agreement.

(b) **TERMINATION BEFORE OCCUPANCY BUT AFTER THE RESCISSION PERIOD EXPIRES.** If you or Dual Occupant terminate this Resident Agreement before Occupancy but after the expiration of the Rescission Period, Masonic Villages will, within thirty (30) days of receiving written notice of termination, pay the Refund less the Application Deposit as set forth in this Resident Agreement.

2.3.3 REFUND DUE ON TERMINATION AFTER OCCUPANCY

(a) **NINETY PERCENT REFUND OPTION.** Under the Ninety (90%) Percent Refund Option, upon the termination of this Resident Agreement and any agreement for Personal Care or Medical Care, and subject to the satisfaction of the conditions set forth in Section 2.3.3(d), Masonic Villages will Refund Ninety (90%) Percent of the Entrance Fee to you or your estate unless you name a separate designee in a separate addendum at the time you enter this Resident Agreement, reduced by any outstanding Charges and the expenses incurred by Masonic Villages as set forth in the Third Addendum.

(b) DECLINING BALANCE REFUND OPTION

(i) Under the Declining Balance Refund Option, the Refund will depreciate by six percent (6%) of the original Entrance Fee in the first month of Occupancy or fraction thereof, and by an additional two percent (2%) of the original Entrance Fee in each succeeding month of Occupancy or fraction thereof. Once fully depreciated, there will be no Refund due upon termination of this Resident Agreement.

(ii) Under the Declining Balance Refund Option, upon the termination of this Resident Agreement and any agreement for Personal Care or Medical Care, and subject to the satisfaction of the conditions set forth in Section 2.3.3(d), Masonic Villages will Refund the un-depreciated portion of the Entrance Fee, if any, to you or your estate unless you name a separate designee in a separate addendum at the time you enter this Resident Agreement, reduced by the any outstanding Charges and the expenses incurred by Masonic Villages as set forth in the Third Addendum, if any.

(c) DOUBLE OCCUPANCY

(i) **FINANCIAL ARRANGEMENTS FOR DOUBLE OCCUPANCY.** Masonic Villages may approve the admission of you and a Dual Occupant in Double Occupancy if each of you and Dual Occupant meet the Requirements of Tenancy or make financial arrangements satisfactory to Masonic Villages to ensure the ability of each of you and Dual Occupant to independently satisfy the obligations under this Resident Agreement as a Remaining Resident. In Double Occupancy you will pay the Double Occupancy Rate as noted on the then current Rate Sheet. In Double Occupancy, each of you and Dual Occupant are jointly and severally liable for the obligations set forth in this Resident Agreement. For the avoidance of doubt, refunds under dual occupancy will not be issued, to either occupant or their estate or designee, until the termination of occupancy by both occupants or until the Masonic Villages has been made whole for the entire amount of the entrance fee by the surviving occupant.

(ii) TIMING. No Refund will be payable so long as there is a Remaining Resident. While this Resident Agreement terminates upon the death of any Dual Occupant as to the Dual Occupant, it remains in effect as to the Remaining Resident. Masonic Villages will pay the Refund as set forth in this Resident Agreement only upon termination of this Resident Agreement and any agreement for Personal Care or Medical Care, as to Remaining Resident. For the avoidance of doubt, refunds under dual occupancy will not be issued, to either occupant or their estate or designee, until the termination of occupancy, and any Future Care Agreements, by both occupants or until the Masonic Villages has been made whole for the entire amount of the entrance fee by the surviving occupant.

(iii) ALLOCATION. Except as otherwise specifically provided in a written agreement among the parties, so long as you and the Dual Occupant are living at the time a Refund becomes due, Masonic Villages will pay such Refund in equal amounts to you and the Dual Occupant. In the event that you or the Dual Occupant continues to Occupy the Living Accommodation following the other's death, then Masonic Villages will thereafter pay any Refund that becomes due to such Remaining Resident, the Remaining Resident's estate or Remaining Resident's named designee, as the case may be.

(d) CONDITIONS TO REFUNDS AFTER OCCUPANCY

(i) Subject to reduction as set forth above, Masonic Villages will pay the Refund due (x) under the Ninety (90%) Percent Refund Option, within sixty (60) days of the date on which the conditions (1) – (5) set forth below have been satisfied, or (y) under the Declining Balance Refund Option, within sixty (60) days of the date on which the conditions (1) – (2) set forth below have been satisfied.

(1) You, if then living, and the Dual Occupant in a Double Occupancy, if then living, no longer Occupy the Living Accommodation.

(2) The Living Accommodation has been Surrendered.

(3) A new resident has paid the Entrance Fee to Occupy the Living Accommodation.

(4) The Rescission Period for such new resident has lapsed.

(5) The Resident and/or co-Resident/Dual Occupant has departed the premises of the Masonic Village at Sewickley.

(e) REFUND UPON PERMANENT TRANSFER OF RESIDENT. Should your transfer to another community become permanent, in the sole opinion of the Masonic Villages, then a Refund will be made under the same terms as if you had elected to Surrender your Living Accommodation.

(f) RELEASE OF OBLIGATION. Upon termination of this Resident Agreement, Masonic Villages will be released from any further obligation to you except for the payment of any Refund under this Section.

2.4 SERVICE FEE AND OTHER CHARGES

2.4.1 SERVICE FEE

(a) AMOUNT AND PAYMENTS

(i) You will pay to Masonic Villages in advance a monthly service fee of \$_____ (the "Service Fee"). Upon entry to the Starpoints Personal Care Building or Sturgeon Healthcare Center this Service Fee will be adjusted to reflect the cost of three (3) meals per day.

(ii) Your obligation to pay the Service Fee will commence on the earlier of (x) sixty (60) days after the date this Resident Agreement is signed; (y) on the date you take Occupancy of the Living Accommodation; or (z) thirty (30) days following the date the Living Accommodation is available for Occupancy if this Resident Agreement is signed more than ninety (90) days prior to the date the Living Accommodation is available. The Service Fee must be paid to Masonic Villages in advance on the date the obligation to pay the Service Fee commences, as described above, and thereafter in each month on or before the last day of the month.

(iii) Your obligation to pay the Service Fee will end when (x) this Resident Agreement, and any Future Care Agreements have been terminated, and (y) the Living Accommodation has been Surrendered.

(b) SERVICE FEE REFUND FOR TERMINATION. If termination of this Resident Agreement and any Future Care Agreements occurs due to your death, your estate will be entitled to a refund of the prorated balance of any unused portion of the Service Fee after all outstanding debts to Masonic Villages have been paid. In all other cases, the Service Fee remainder will be refunded to you.

(c) SERVICE FEE ADJUSTMENTS. The Service Fee may be adjusted from time to time by Masonic Villages to anticipate increased costs to Masonic Villages in providing the services for which it is responsible under this Resident Agreement and any Future Care Agreements if applicable. Such adjustments will be effective no earlier than thirty (30) days after written notice is given to you. Adjustments due to changes in fees, charges, or scope of care or services by state or federal assistance programs which will be effective immediately. Upon entry to the Starpoints Personal Care Building or Sturgeon Healthcare Center this Service Fee will be adjusted to reflect the cost of three (3) meals per day.

(d) CHANGE IN SCOPE OF SERVICES. The Masonic Villages will provide you with at least thirty (30) days notice if there is a change in the scope of services covered under this Resident Agreement.

2.4.2 OTHER CHARGES. Masonic Villages will invoice you monthly for other Charges. Due to variations in billing cycles, some Charges may appear on statements issued after the statement immediately following the date on which you incurred the Charges.

2.4.3 STATEMENTS AND PAYMENT TERMS

(a) STATEMENTS. Masonic Villages will issue you regular statements reflecting the Service Fee and other Charges.

(b) PAYMENT TERMS. Unless otherwise indicated in a statement, you will remit payment by the end of the month in which the monthly statement is received.

(c) FAILURE TO PAY. Your failure to pay Charges as and when due will be a material breach of this Resident Agreement. If you fail to pay any outstanding Charges within thirty (30) days of receiving notice of delinquency, Masonic Villages may terminate this Resident Agreement and, in accordance with Applicable Law, discharge you from the Community; provided, however, that Masonic Villages will not terminate this Resident Agreement or discharge you from the Community solely because of your financial inability to pay so long as you have exercised Financial Responsibility as defined in Section 2.4.4.

(d) ATTORNEY'S FEES. You will be responsible for the payment of any attorney's fees charged to Masonic Villages that are made necessary by your failure to timely pay Charges.

2.4.4 MASONIC VILLAGES CARE COMMITMENT AND RESIDENT FINANCIAL RESPONSIBILITY

(a) MASONIC VILLAGES CARE COMMITMENT. So long as you exercise Financial Responsibility during the term of this Resident Agreement and any Future Care Agreement, Masonic Villages will not terminate this Resident Agreement or discharge you from the Community due to your inability to pay Charges; provided, however, that, in such event, Masonic Villages, after consultation with you, may in its discretion move you to another Living Accommodation. For the avoidance of doubt, nothing in this Section 2.4.4 will prohibit Masonic Villages' from terminating this Resident Agreement and, in accordance with applicable Law, discharge you from the Community for reasons other than your inability to pay as otherwise set forth in this Resident Agreement.

(b) RESIDENT FINANCIAL RESPONSIBILITY

(i) In consideration of Masonic Villages' commitment to care for you notwithstanding your future inability to pay Charges, you will exercise Financial Responsibility so long as this Resident Agreement or any Future Care Agreement is in effect.

(ii) "Financial Responsibility" means:

(1) The information provided in the financial disclosures you made at the time of application are complete, truthful, accurate and not misleading.

(2) During the term of this Resident Agreement, or any Future Care Agreement, without Masonic Villages' prior written approval, you will not Transfer Assets or otherwise engage in any transaction or plan that is intended or could reasonably be foreseen to (x) impair the ability of you or Dual Occupant, if any, to pay Charges at Masonic Villages' private pay rates, including by disqualifying you or the Dual Occupant for Medical Assistance or other government or private benefits or entitlements for any period of time, or (y) accelerate your or Dual Occupant's qualification for Medical Assistance or other government or private benefits or entitlements. For the avoidance of doubt, your obligation to exercise Financial Responsibility prohibits you from establishing Single Premium Immediate Annuities (SPIAs) and other similar forms of Medical Assistance planning.

(3) From time to time during your Occupancy, at the request of Masonic Villages, you will cooperate in good faith with Masonic Villages' review of your assets and financial transactions to ensure that you have exercised Financial Responsibility.

(c) **RELIANCE / FAILURE TO EXERCISE FINANCIAL RESPONSIBILITY.** You understand and acknowledge that Masonic Villages has relied on your promise to exercise Financial Responsibility in determining to accept your application, admit you to the Community and perform its obligations under this Resident Agreement and any Future Care Agreement. Your failure to exercise Financial Responsibility during the term of this Resident Agreement or any Future Care Agreement will be a material breach of this Resident Agreement giving Masonic Villages the right, in its discretion, to terminate this Resident Agreement or any Future Care Agreement and, in accordance with Applicable Law, discharge you from the Community.

(d) **NO OBLIGATION ON MASONIC VILLAGES TO REVIEW YOUR COMPLIANCE.** For the avoidance of doubt, your obligation to cooperate with Masonic Villages does not impose an obligation on Masonic Villages to review your compliance with this Resident Agreement or evaluate your exercise of Financial Responsibility at any particular time or at any particular intervals. The fact that Masonic Villages' does not conduct a review or evaluation of your compliance with this Resident Agreement will in no way limit your obligation to exercise Financial Responsibility or Masonic Villages' remedies upon its discovery of your failure to exercise Financial Responsibility.

(e) **NO DEEMED WAIVER OF YOUR OBLIGATION.** You understand and acknowledge that Masonic Villages may not discover or be made aware of your failure to exercise Financial Responsibility until a future time, including, in connection with your application for or need of personal care and nursing care services in the Sturgeon Health Care Center under a Future Care Agreement. There will be no deemed waiver or acquiescence of your obligation to exercise Financial Responsibility. As a result of your failure, or the failure of your agent, power of attorney or legal guardian, to exercise Financial Responsibility at any time

during the term of this Resident Agreement or any Future Care Agreement, Masonic Villages may at any future date terminate this Resident Agreement and, in accordance with Applicable Law, discharge you from the Community.

(f) **ESTABLISHMENT OF RESERVE FUND.** If your current income is insufficient to pay Charges timely, you will take reasonable steps to liquidate capital assets in order to meet your financial obligations under this Resident Agreement or any Future Care Agreement. Consistent with the Deficit Reduction Act of 2005, your refundable Entrance Fee, if any, is a capital asset and any unpaid Charges may be satisfied by a dollar-for-dollar reduction of any Refund.

(g) **LONG TERM NURSING CARE.** In Double Occupancy by a married couple, if a Dual Occupant requires long term nursing care in the Sturgeon Health Care Center, you agree that your assets will be divided in accordance with the present medical assistance rules and regulations as they apply to marital assets. A spouse entering the Sturgeon Health Care Center agrees to comply with the Resident Agreement applicable to that level of care, and the spouse remaining in Retirement Living agrees to pay Charges in accordance with the then, existing rules, regulations, and policies of the Masonic Villages.

(h) **SPECIAL CONSIDERATIONS AND SUBSIDIES.** Masonic Village may, at its sole discretion and on an individual basis, taking into account factors such as but not limited to your good faith efforts to pay for services, choose to accept reduced payment for services provided or to subsidize such services. Any decision to reduce payment or subsidize services will not, in any way, limit or qualify the right of Masonic Villages to enforce any provision of this Resident Agreement including provisions for termination.

ARTICLE 3

RESIDENT OCCUPANCY OBLIGATIONS

3.1 BEFORE OCCUPANCY

3.1.1 APPLICATION MATERIALS.

(a) You represent and warrant that the final, approved application, including the Physician Report and Medical History, and financial disclosure you submitted to Masonic Villages, were true, correct and complete at the time of submission. In addition, and without limiting the generality of the foregoing, you represent and warrant that you have not Transferred Assets and there has not been any material changes in your finances since the submission of your final financial disclosure.

(b) You will provide a completed application form, financial disclosure

statement, Physician's Report and Medical History Release form to ensure that you can meet the Requirements of Tenancy as of the date of this Agreement. It is the policy of the Masonic Villages that you will have been determined to meet the Requirements of Tenancy, prior to occupancy, so as not to endanger the health, safety, or welfare of yourself, other residents, or staff or to endanger the property of the Facility. If you cannot meet the Requirements of Tenancy, that you may only be admitted if, in the sole discretion of Masonic Villages, reasonable modifications of the living accommodations, rules, policies and services can be made, if necessary, at your cost, which do not pose an undue financial or administrative burden on the Masonic Villages.

3.1.2 CARE EVALUATION. You acknowledge that a condition of your Occupancy is that you do not pose a danger to yourself or the person or property of others. If Masonic Villages reasonably determines it to be necessary or advisable, you will have a medical examination by a physician contracted by Masonic Villages for the purposes of determining your ability to meet the Requirements of Tenancy. Based on the results of such examination, Masonic Villages may, in its discretion, decline your Occupancy of the Living Accommodation or condition such Occupancy on reasonable requirements designed to protect you and the person and property of others.

3.2 AFTER OCCUPANCY

3.2.1 LIVING ACCOMMODATION AND CHANGES

(a) LIVING ACCOMMODATION. You are granted Occupancy of the Living Accommodation on the terms and subject to the conditions of this Resident Agreement. No person other than you and Dual Occupant in Double Occupancy will have the right of Occupancy in the Living Accommodation without the prior written approval of Masonic Villages. The Living Accommodation to be occupied by you is:

Facility: _____
Unit Number: _____
Type of Unit: _____
Earliest Occupancy Date: _____

You will have no right of occupancy to any other Living Accommodation, other than that listed above, without the execution of a further writing by both parties to this Resident Agreement.

(b) CHANGES AT YOUR REQUEST

(i) You may request in writing a move to another Living Accommodation. Masonic Villages will consider all requests in good faith but may grant or deny your request in its sole discretion based on availability and other operational considerations. If Masonic Villages grants your request after Occupancy, you will be charged a refurbishment fee. If Masonic Villages grants your request prior to Occupancy, you will not be charged a

refurbishment fee. In either event, you may be charged for expenses incurred by Masonic Villages to facilitate your move.

(ii) If Masonic Villages approves your move to a Living Accommodation with a current Entrance Fee that is more than the Entrance Fee you originally paid, you will be required to pay the excess amount in full to Masonic Villages prior to Occupancy of the alternate Living Accommodation, in addition to the refurbishment fee and other expenses incurred by Masonic Villages. Your Service Fee will be adjusted to reflect the new Living Accommodation upon your Occupancy.

(iii) If Masonic Villages approves your move to a Living Accommodation with an Entrance Fee that is less than the Entrance Fee you originally paid, you may be entitled to a Refund of a portion of any unamortized Entrance Fee. Any such Refund will be determined by multiplying the difference between the Entrance Fee you originally paid and the Entrance Fee for the alternate Living Accommodation, if applicable, by the undepreciated percentage of your current Entrance Fee. You will also be required to pay the refurbishment fee and other expenses incurred by Masonic Villages. Your Service Fee will be adjusted to reflect the new Living Accommodation upon your Occupancy.

(iv) You retain the option to upgrade your Living Accommodation at any time. Should you elect such an option, you must meet all the financial requirements and other requirements. At the time that you occupy your new Living Accommodation, this Resident Agreement will be modified by addendum that will identify your new unit, new monthly fee, and any adjustment in your entrance fee depending on new unit type.

(c) CHANGES BY MASONIC VILLAGES

(i) Masonic Villages may relocate you to a different Living Accommodation if (1) Masonic Villages reasonably determines that you no longer meet the Requirements of Tenancy or other requirements of your occupancy, (2) your Occupancy poses a threat to your health and safety or the person or property of others, (3) to facilitate the proper operation of the Community, (4) to satisfy the requirements of Applicable Law, or (5) you become unable to pay the applicable Charges.

(ii) Masonic Villages may declare the Living Accommodation vacant if there is not a Remaining Resident and you are transferred to Star Points Personal Care or nursing care at the Sturgeon Health Care Center, or to a hospital or other facility or residence and, in the reasonable opinion of Masonic Villages, your absence will be permanent or for a prolonged indefinite period of time; provided, however, that Masonic Villages will not declare your Living Accommodation vacant if you continue to timely pay the Service Fee and any other Charges, including those associated with Star Points Personal Care or nursing care in the Sturgeon Health Care Center as outlined in the attached Schedule A.

(iii) In the event the Living Accommodation is declared vacant, Masonic Villages may accept an Entrance Fee and execute a Resident Agreement with a new

resident for your vacated Living Accommodation. In such circumstances, you must Surrender the Living Accommodation. If in Masonic Villages' reasonable determination, you are subsequently able to return to retirement living, Masonic Villages will, to the extent possible, make the next suitable Living Accommodation available to you.

3.2.2 RULES AND REGULATIONS. You will comply with the Rules and Regulations of Occupancy, which are contained in your Resident Handbook, and which may be amended from time to time.

3.2.3 FURNISHINGS. Masonic Villages will provide limited furnishings and certain other permanent fixtures in the Living Accommodation. All other furnishings must be provided by you at your sole cost and expense and such furnishings will remain your personal property.

3.2.4 HOUSEKEEPING. Masonic Villages will provide the housekeeping services set forth in Section 4.5. If you do not otherwise maintain the Living Accommodation in a clean, sanitary, and orderly condition, Masonic Villages, after written notice to you, has the right to provide additional housekeeping services and to bill the cost of such maintenance to you. At the effective date of termination of this Resident Agreement, you must vacate the Living Accommodation and must leave it in good condition and repair, reasonable wear and tear excepted.

3.2.5 COMMON FACILITIES. You may use the common facilities of the Community in accordance with the Rules and Regulations.

3.2.6 DAMAGE CAUSED BY YOU

(a) Masonic Villages will charge you for any loss or damage to the real or personal property of Masonic Villages caused by your negligence or intentional misconduct.

(b) You will be solely responsible for the injury or damage that you cause to the person or property of others, and you will defend, indemnify and hold harmless Masonic Villages in connection with any claims or liability incurred by Masonic Villages for such injury or damage.

3.2.7 PERSONAL PROPERTY

(a) Masonic Villages will not be responsible for the loss of any property belonging to you, due to theft, disappearance, fire, breakage, or any other cause, unless the care and custody of such property was specifically accepted in writing by Masonic Villages, and then only due to Masonic Villages' failure to exercise ordinary care to safeguard such property.

(b) You or your personal representative will remove your personal property from the Living Accommodation according to the following schedule: within thirty (30) days after the termination of this Resident Agreement if you are leaving the Community, within fourteen (14) days if you are being transferred to the Sturgeon Healthcare Center and within

thirty (30) days of termination due to death. During this period, Masonic Villages will hold such property at the risk of you or your estate, provided that Masonic Villages will exercise reasonable care during such period to prevent unauthorized access to the Living Accommodation.

(c) If you or your personal representative fails to remove your personal property within the timeframes allotted in 3.2.7 (b), Masonic Villages, at your cost, may remove your property from the Living Accommodation to a temporary storage facility, at your or your estate's risk of loss or damage.

(d) Any personal property remaining in possession of Masonic Villages, whether in the Living Accommodation or in temporary storage, will be deemed abandoned after sixty (60) days following the termination of this Resident Agreement. Thereafter, Masonic Villages may dispose of such property in any manner that it chooses and will be entitled to retain the proceeds, if any, from any sale or disposition of such property.

(e) You must, at your sole expense, purchase and maintain tenant or renter's insurance in accordance with the terms set forth in Section 3.2.14.

3.2.8 RIGHT OF ENTRANCE. You acknowledge that Masonic Villages may enter the Living Accommodation in order to carry out the purpose and intent of this Resident Agreement, including performing scheduled (if selected), or necessary, cleaning and housekeeping duties, respond to the response call system, respond to the fire alert system, investigate non-responsiveness or reports concerning your health or well-being, perform emergency maintenance and inspect the Living Accommodation. Notwithstanding the foregoing, Masonic Villages recognizes your right to privacy and will endeavor to limit entrance to the Living Accommodation to legitimate emergencies and scheduled work as set forth in this Section.

3.2.9 GUESTS

(a) You may have overnight guests in the Living Accommodation for up to eight (8) consecutive days, provided that no person will reside for more than eight (8) days in any one month or more than forty (40) days in any year. Guests will at all times assume the risk of staying with you in your Living Accommodations or at the Community.

(b) You must carefully supervise your guests, including children, to ensure that they do not disrupt other residents or employees of Masonic Villages.

(c) For the avoidance of doubt, this Section 3.2.9 does not apply to the provision of home care, home health care or hospice care in the Living Accommodation. You will comply with Masonic Villages' policies in effect from time to time during your Occupancy concerning home care, home health care and hospice care services in the Living Accommodation.

3.2.10 PETS. With Masonic Villages' prior approval, you may care for up to two (2) domesticated pets in the Living Accommodation. You will notify Masonic Villages of the death of any approved pet and obtain the approval of Masonic Villages prior to caring for a new pet in the Living Accommodation. You will comply with all policies adopted by Masonic Villages from time to time concerning the care and maintenance of pets at the Community. Without limiting the generality of the foregoing, (i) no exotic pets will be permitted; (ii) Masonic Villages, in its sole discretion, may require you to remove a pet from the Living Accommodation and the Community if Masonic Villages' determines it to be a nuisance; and (iii) you will be responsible for any loss, damage or injury caused by your pet or pets to the person or property of others, and will defend, indemnify and hold harmless Masonic Villages therefor.

3.2.11 RESIDENTS' ASSOCIATION. You will be entitled to be a voting member of the Retirement Living Residents' Association. The Association will have resident representatives who will be nominated and elected by the resident members. Retirement Living Residents' Association meetings will be held on a regular basis, but not less frequently than quarterly, and Masonic Villages will provide seven (7) days' notice of such meetings.

3.2.12 SUBSEQUENT COHABITATION. You will not have a non-resident or other resident move into the Living Accommodation with you following Occupancy, except with the prior written approval of Masonic Villages. As a condition to Masonic Villages granting approval, you and the proposed Dual Occupant must together comply with Masonic Villages' requirements for Double Occupancy as may then be in effect. If you and the proposed Dual Occupant cannot comply with such requirements, then you may terminate this Resident Agreement and may thereafter be entitled to a Refund as set forth in this Resident Agreement. If you and the proposed Dual Occupant qualify for Double Occupancy, then you and the proposed Dual Occupant will be required to enter an amendment to this Resident Agreement or a new Resident Agreement reflecting the Double Occupancy. Except as provided in this section, it will be a material breach for you to allow any person to cohabit with you in the Living Accommodation.

3.2.13 HEALTH CARE

(a) HEALTH CARE SERVICES GENERALLY

(i) Masonic Villages will provide or cause to be provided Health Care, prescribed or approved by the Masonic Village Medical Staff, Resident's attending physician or Executive Director, to you in consideration of all or any portion of the Entrance Fee or Service Fee, and you will not be liable for the payment of Health Care fees for such services (except for those services not covered under Medicare Parts A or B or for those services excluded in the remainder of this section). **You are solely responsible for ancillary services, specific to you, and not covered by basic healthcare services. Such services may include but are not limited to: oxygen; briefs; food supplements; over the counter comforts; eye-glasses; contact lenses; hearing aids; dentistry; dentures; inlays; orthopedic appliances; therapy for psychiatric disorders; any and all therapy services in rehabilitation included but not limited to physical, speech, or occupational, whether or not prescribed by the**

Masonic Village medical staff or attending physician; treatment for drug and alcohol abuse; drugs, medication, and medical supplies, whether prescription or over the counter; and any additional ancillary products and services which may be provided at an additional charge. Upon permanent transfer to the Sturgeon Health Care Center you will become responsible for charges for two (2) additional meals, totaling three (3) meals per day, if a lifecare resident.

(ii) Except as otherwise noted in this Section, Masonic Villages will bear the full cost of health care services provided at the Community, as noted above. In the event that a Health Care Provider seeks payment directly from you for services which Masonic Villages has agreed to furnish to you, you will not be liable to such provider.

(1) Services from any outside health practitioner or health care facility not approved or selected by Masonic Villages are at your expense, including the cost of transportation.

(2) Pre-Existing Conditions – You are required to provide, prior to occupancy, a Medical History and Physical form completed by a physician which identifies, among other items, any pre-existing conditions that you may have which may require additional assistance upon transfer to the Sturgeon Healthcare Center. You understand and acknowledge that Masonic Villages has relied on your disclosure of pre-existing conditions in determining to accept your application, admit you to the Community and perform its obligations under this Resident Agreement. Your failure to complete the Medical History and Physical form, or to fully disclose any pre-existing conditions will be a material breach of this Resident Agreement giving Masonic Villages the right, in its discretion, to terminate this Resident Agreement or any Future Care Agreement and, in accordance with Applicable Law, and discharge you from the Community.

(3) Under certain situations determined in 3.2.13 (a) (2), Masonic Villages may cause an amendment or addendum to this Resident Agreement to be included denoting an exclusion for which stays in the Sturgeon Health Care Center or Star Points Building would not be covered. Any amendment or addendum will be made with proper notice to you and prior to your Occupancy. In such circumstances where an amendment for a pre-existing condition exists; should you require the use of the Sturgeon Health Care Center or Star Points Personal Care, you will be charged the then current daily rate.

(4) If you require Star Points Personal Care, you will be transferred, where appropriate, into the first available studio accommodation. Your service fee will be increased to cover the cost of two (2) additional provided meals. If you desire a larger accommodation and it is available, you will be charged the difference between the rate for a studio and the larger accommodation as an additional monthly fee.

(5) If you require nursing care services in the Sturgeon Health Care Center, you will be transferred, where appropriate, into the first available room. Your service fee will be increased to cover the cost of two (2) additional provided meals. The room

provided for the basic charge is a shared private suite with shared bathroom. An upgraded room with private bath may be provided, if available, for an additional charge.

(iii) You are eligible (but not obligated) to use the medical care and ancillary health care services provided to the Community by or through Masonic Villages. Alternatively, in your sole discretion, you may elect to use the medical and ancillary services provided by third parties.

(iv) You will be responsible for the cost of all medical and ancillary health care services provided by third party health care providers.

(v) If ancillary services are provided by or through Masonic Villages, Masonic Villages will bill you for such services separately or on your monthly statement. If you use third party providers, you will be billed by such third parties.

(b) **MENTAL ILLNESS, CONTAGIOUS DISEASE, ALCOHOL OR DRUG ADDICTION OR ABUSE.** Masonic Villages is not equipped to care for persons suffering from certain levels of mental illness, contagious disease, alcohol or drug addiction or similar illnesses and dependencies. If Masonic Villages reasonably determines that you suffer from one or more of these conditions or illnesses, and that Masonic Villages is not equipped to care for you, Masonic Villages may arrange for your discharge from the Community and transfer to an outside facility that Masonic Villages reasonably believes is equipped to care for you. You will be responsible for the payment for any care or services received at such facility. Masonic Villages will not be liable or responsible for any claims or losses that you incur in connection with the discharge from the Community or your admission to and care received at another facility. Upon such transfer, (i) this Resident Agreement will automatically and immediately terminate, (ii) you will no longer be required to pay the Service Fee after Surrender, (iii) Masonic Villages will pay any Refund due you as set forth in this Resident Agreement, and (iv) Masonic Villages will reimburse you for the prorated amount of any Service Fee it has received for the month in which the Living Accommodation was Surrendered. Notwithstanding the foregoing, Masonic Villages will cooperate with you and your agent in good faith to seek your discharge to a facility selected by you and your agent.

(i) Any and all psychotherapy and psychiatric consultations needed by you will be at your sole expense

(c) **ACCIDENT OR ILLNESS AWAY FROM COMMUNITY.** So long as this Resident Agreement is in effect, you will endeavor to promptly notify Masonic Villages if you suffer an accident or illness while away from the Community. Masonic Villages will have no responsibility to pay any costs for any Health Care incurred or resulting therefrom while you are away from the Community. Only after your returns to the Community will Masonic Villages assume its responsibility for Health Care as provided in this Resident Agreement.

(d) STAR POINTS PERSONAL CARE AND STURGEON HEALTH CARE CENTER

(i) If, in the reasonable determination of Masonic Villages, you require nursing care or personal care services and, after consultation with you, Masonic Villages directs your transfer to either Star Points Personal Care or nursing care at the Sturgeon Health Care Center, you will enter and comply with the Future Care Agreement for the level of care required. The determination to transfer you to personal care or nursing care will be made only after consultation with you and reasonable efforts are made to rehabilitate you to function at your highest level, as it is the philosophy of Masonic Villages to maintain each resident at the highest level of functioning of which he or she is capable in order to meet the Requirements of Tenancy. For the avoidance of doubt, the final decision to transfer you to personal care or skilled nursing, will be within the sole discretion of the Masonic Villages.

(ii) Your default or breach under any Future Care Agreement will automatically be a material breach under this Resident Agreement so long as this Resident Agreement is in effect. Accordingly, your breach of a Future Care Agreement would permit Masonic Villages to terminate this Resident Agreement with respect to you and, if applicable, a Remaining Resident.

(iii) If you are in Double Occupancy, commencing immediately after Masonic Villages' reasonable determination that a transfer of you or Dual Occupant in Double Occupancy is permanent, the Remaining Resident will be charged the Service Fee for single Occupancy of the Living Accommodation.

(iv) If you are in Single Occupancy, in the event you are transferred to the Sturgeon Health Care Center or to another facility for long term care, you are encouraged to Surrender the Living Accommodation to preserve your financial resources. You will be relieved of your obligation to pay the Service Fee following the date of Surrender, but not the obligation to pay outstanding Charges.

(e) PRIVATE DUTY NURSES AND AIDES - Any and all private duty nursing or personal aides or companions may be subject to review and approval by Masonic Villages and must not impair your ability to exercise Financial Responsibility. Masonic Villages may terminate an agreement between you and a private duty nurse or aide for any violation(s) of Masonic Villages' guidelines or policies which, in the sole judgment of Masonic Villages, is sufficiently serious to warrant such termination. You are responsible for ensuring that any private duty nurse, health provider, or companion that you hire is properly licensed and insured, as well as for all appropriate background checks. You are responsible for all charges related to private duty health providers or companions.

(f) EXTRAORDINARY CARE AND LIFE SUPPORT INCLUDING VENTILATOR CARE AND DIALYSIS - You will be responsible for charges related to extraordinary care including life support, ventilator care, dialysis, and non-covered experimental procedures and medications.

(g) HOME CARE, HOME HEALTH CARE AND HOSPICE CARE SERVICES. Masonic Villages will provide you with a list of pre-approved, unaffiliated providers of such services. If available (note all services are not available at all campuses), you will be eligible (but not obligated) to use on a strictly fee-for-service basis Masonic Villages' home care, home health care, palliative and hospice care services in the Living Accommodation or after a transfer to the Sturgeon Health Care Center. All charges under this subsection will be your responsibility.

(h) EMERGENCY SERVICES. Your Living Accommodation will have a Response Call System that alerts Masonic Villages staff of the need for help. Medical emergencies will be serviced through utilization of local medical emergency and ambulance companies and their paramedics and support personnel as needed. Masonic Villages does not provide EMS or EMT staff. Masonic Villages may provide you with additional emergency alert equipment. It is your responsibility to ensure the effectiveness of that equipment by using it in accordance with its intent and the instructions provided to you by the Masonic Villages. Equipment that is improperly used will not enhance your safety, and Masonic Villages will not be liable for the consequences of improper use or failure to use.

(i) COOPERATION. You will cooperate with Masonic Villages in securing reimbursement from any governmental or other third-party payors for the cost for Medical Care and any ancillary health care and nursing services provided by Masonic Villages. Your failure to reasonably cooperate with Masonic Villages to secure such reimbursement will constitute a material breach of this Resident Agreement giving Masonic Villages the right to terminate this Resident Agreement and, in accordance with Applicable Law, discharge you from the Community.

(j) HOSPITALIZATION AND MEDICAL SERVICES. You will be responsible for charges incurred by you in any hospital or for any medical services not covered by Medicare Part A or B, your supplemental insurance, or Medicare HMO provider.

3.2.14 INSURANCE

(a) HEALTH INSURANCE. You must have and maintain at all times during the term of this Resident Agreement and any Future Care Agreement, Medicare Parts A and B, and as required by Masonic Villages Part D, or a program or programs of equivalent benefits accepted by Masonic Villages. You must also have and maintain a standardized Medicare supplemental plan such as Plan C through N or such other plan or coverage accepted by Masonic Villages.

(i) You will be solely responsible for ensuring that your insurance coverage is accepted by Masonic Villages and be responsible for the payment of all premiums for such insurance and for any co-payments or deductibles not paid by insurance. Failure to obtain and maintain insurance will result in declined admission to the Sturgeon Health Care Center.

(ii) To the extent permissible under Applicable Law, you authorize Masonic Villages, in its sole discretion and on your behalf, to (1) make application and procure for coverage under any federal, state, or municipal insurance plan or program for which you are eligible, (2) pay all premiums in connection with such insurance, (3) submit claims to your insurance carriers, and (4) invoice you for the actual costs incurred by Masonic Villages in connection with the foregoing.

(iii) If you do not have or maintain the required insurance or alternative insurance acceptable to Masonic Villages, Masonic Villages may, in its discretion, require you to establish and maintain a reserve fund in an amount and on terms reasonably satisfactory to Masonic Villages to ensure the timely payment of Charges.

(iv) You will be solely responsible for all co-pays or deductibles not paid by insurance.

(b) AUTOMOBILE. If you have an automobile on campus, you must maintain a valid driver's license, registration, and automobile insurance coverage with limits and terms that comply with Applicable Laws.

(c) TENANT. You must obtain and maintain tenant liability and Living Accommodation contents coverage with liability limits not less than \$300,000 per occurrence and contents coverage limits at least sufficient to cover the value of your personal property in the Living Accommodation. Masonic Villages will not be responsible for any losses that you incur with respect to your personal property.

(d) PAYMENT FOR INSURANCE. You will pay the charges for all insurance required by Section 3.2.14 in addition to the Service Fee and other applicable Charges.

(e) FAILURE TO MAINTAIN INSURANCE. Failure to maintain the required insurances which leads to your inability to pay for your Living Accommodations and Services, or to otherwise comply with the terms of this Resident Agreement, will be considered a material breach of this Resident Agreement.

3.2.15 YOUR AGENTS AND FIDUCIARIES

(a) POWER OF ATTORNEY. You have or will execute a general durable power of attorney, compliant with the laws of the Commonwealth of Pennsylvania, to appoint an agent to carry out the terms of this Resident Agreement on your behalf. At all times during the term of this Resident Agreement or any Future Care Agreement, you will maintain such power of attorney in effect, or promptly establish a new qualifying power of attorney if it is revoked or rescinded, or your agent has died, become incapacitated or will otherwise be unable to serve for any other reason. You will ensure that Masonic Villages has a copy of your power of attorney and any substitute or replacement powers of attorney that you enter from time to time during the term of this Resident Agreement or any Future Care Agreement. If Masonic Villages reasonably determines that the power of attorney as written is insufficient, you will cooperate in establishing

a new power of attorney that satisfies the reasonable requirements of Masonic Villages. You will advise your agent under your power of attorney concerning your obligation to exercise Financial Responsibility and will direct your agent to do so on your behalf at all times during the term of this Resident Agreement or any Future Care Agreement.

(b) **FIDUCIARY DESIGNATIONS.** In the Second Addendum to this Resident Agreement, you provide the contact information for your agent under your general durable financial power of attorney, personal representative(s) under your will, your agent(s) and/or surrogate(s) under any health care powers of attorney and/or advance health care directives, and any other fiduciaries, such as trustees of trusts in which you have an interest. You will promptly notify Masonic Villages of any changes to your fiduciaries.

(c) **LEGAL GUARDIAN.** If you become unwilling or unable to properly care for your person or property and your agent(s) under your power of attorney fail or cease to properly care for your person or property, you authorize Masonic Villages to nominate a legal guardian to serve on your behalf following the approval by a court in accordance with Applicable Law, and you release Masonic Villages from any liability in connection with such nomination, proceeding or appointment.

ARTICLE 4

MASONIC VILLAGES' OBLIGATIONS

4.1 **CARE AND SERVICES GENERALLY.** On the terms and subject to the conditions set forth in this Resident Agreement, Masonic Villages will provide you Occupancy in the Living Accommodation and the facilities and services described in this Resident Agreement.

4.1.1 **EXTENT OF CARE.** From and after the date when you take occupancy, in accordance with the terms and conditions of this Agreement, Masonic Villages will provide to you a living accommodation, and the facilities, services, and access to care, specified in this Agreement, for and during the balance of life of you or for such shorter period as may apply under this agreement. This commitment is dependent upon your exercise of Financial Responsibility and meeting all other obligations incumbent upon you under this Agreement.

4.2 **DISTRIBUTION OF DISCLOSURE STATEMENTS.** Each year during your Occupancy, Masonic Villages will make available to you a copy of the disclosure statement that it files in accordance with the Act.

4.3 **INSURANCE.** Masonic Villages will procure and maintain casualty and liability insurance coverage on the buildings, grounds, and common areas of the Community in such amounts as it deems advisable and consistent with industry practices.

4.4 **UTILITIES AND SERVICES.** Masonic Villages will provide water, gas, heat, electricity, sewer, air-conditioning, trash removal, road/parking lot/walkway snow removal and lawn maintenance for the Community and the Living Accommodation.

4.5 HOUSEKEEPING. Masonic Villages will provide housekeeping services in all public areas. Masonic Villages will provide housekeeping service for the Living Accommodation at regular intervals determined by Masonic Villages, such services to include cleaning the bathroom and kitchen, dusting of cleared surfaces, and vacuuming.

4.6 MAINTENANCE AND REPAIR. Masonic Villages will perform and provide necessary repairs and maintenance services to the Living Accommodation and the Community. For the avoidance of doubt, repairs, maintenance, and replacement of your personal property will be the responsibility of, and at the expense of, you.

4.6.1 STRUCTURAL CHANGES. You must obtain the written approval of Masonic Villages before you make any structural or physical change to the Living Accommodation or to any fixtures. Masonic Villages' approval of any change requested by you may be conditioned upon your agreement to bear the expense of the change and any later restoration of the Living Accommodation to its original condition. Unless otherwise agreed to in writing by Masonic Villages, title to any change or replacement will vest in Masonic Villages.

4.6.2 LIVING ACCOMODATION RENOVATIONS OR UPGRADES. It may become necessary or desirable during your Occupancy to perform renovations, enhancements, or upgrades to the Living Accommodation or other facilities at the Community. Masonic Villages reserves the right to move you to alternate living accommodations in order to facilitate the completion of these renovations, enhancements, or upgrades. In such instances, every effort will be made to relocate you to a living accommodation that is substantially similar to the Living Accommodation. Any reasonable moving costs to the new living accommodation, if initiated by Masonic Villages and excluding the provision of new carpeting or paint, will be paid by Masonic Villages. During the temporary move, you will continue to pay the monthly Service Fee designated under this Resident Agreement, unless the living accommodation that you are relocated to has a lower monthly service fee, in which case you will pay the lower fee. After renovations, enhancements, or upgrades are complete, should Masonic Villages offer, and you accept, the opportunity to remain in the living accommodation that you have occupied on a temporary basis, you must pay any upcharge in fees for that living accommodation.

4.6.3 REDECORATION. Any redecoration of the Living Accommodation, by you, other than that scheduled and/or performed by the Masonic Villages, will be made only upon the written approval and will be at your sole expense. Any addition of permanent fixtures, by you, will become the property of the Masonic Villages when the Living Accommodation is surrendered.

4.7 FOOD AND MEALS

4.7.1 DINING PLAN. The Service Fee includes a flexible dining plan with meal options. Reasonable special dietary needs may be provided for on request and Masonic Villages reserves the right to charge you an additional fee for such special dietary requests. Meal charges in addition to the Service Fee will apply upon transfer to the Starpoints Personal Care Facility or the Sturgeon Healthcare Center. These charges may be charged separately or through the

provision of an increased service fee.

4.7.2 GUEST PRIVILEGES. Masonic Villages encourages you to have guests present at meals served in the dining room. Masonic Villages will charge a reasonable price for the guest's meals and will bill you for such meals on your monthly statement.

4.7.3 DRESS CODE. You are required to adhere to the dress code then in effect as adopted by Residents' Association.

4.8 PHONE SERVICE. Because Masonic Villages and others will be required to contact you, you will have phone service installed in the Living Accommodation or provide an active cell phone number. The cost of installation and maintenance will be your expense. If you do not agree to have phone service installed upon Occupancy or provide an active cell phone number, you will be required to sign a waiver.

4.9 CABLE TELEVISION. If you desire to have cable television in the Living Accommodation, this service is available through the Masonic Villages. All costs of installation, outlet changes/additions, and monthly service fees will be your responsibility.

4.10 ACTIVITIES. Retirement Living will employ an activity coordinator to assist you in planning activities.

4.11 TRANSPORTATION. Masonic Villages will provide, at no charge to you, regularly scheduled transportation for shopping trips to local malls and shopping centers. Transportation that is not regularly scheduled may be provided, subject to availability, at an additional cost.

4.12 REAL ESTATE TAXES. Masonic Villages will pay all real estate taxes assessed to the Community.

4.13 SERVICES AVAILABLE FOR EXTRA CHARGE. You may use various services offered by Masonic Villages at an additional charge. A list of services that are currently available and their charges is attached as Exhibit A.

4.14 ANNUAL AVERAGE COST OF CARE. Based upon the experience of other continuing care providers with residents requesting the same or similar services and based upon financial information contained in recent Masonic Villages' projected financial statements, as adjusted for foreseeable increases in costs and assuming the ratio of Residents to staff in Retirement Living remains constant, the annual average cost to Masonic Villages for the services to be provided to you hereunder is estimated to be the amount specified on the First Addendum attached hereto.

This estimate does not include costs for personal care or healthcare services.

4.15 NO DISCRIMINATION. Decisions concerning admission, the provision of services and referrals of residents are not based upon the applicant's race, color, religion, disability, ancestry, national origin, familial status, age, sex, limited English proficiency (LEP) or any other protected status.

ARTICLE 5

TERMINATION OF AGREEMENT

5.1 PRIOR TO OCCUPANCY

5.1.1 RIGHT TO RESCIND. You may rescind this Resident Agreement at any time within a seven (7) day period beginning on the date you sign this Resident Agreement and pay the Application Deposit. You must provide Masonic Villages with written notice of your rescission during the Rescission Period. For your convenience, a form of rescission is attached as Exhibit B.

5.1.2 DEATH OR INCAPACITY. If you die prior to Occupancy of the Living Accommodation, or through illness, injury, or incapacity are unable to meet the Requirements of Tenancy, this Resident Agreement will automatically be terminated. However, where either you or Dual Occupant in Double Occupancy Living Accommodation dies before Occupancy, the Remaining Resident will have the same options as if an individual application had been submitted.

5.1.3 BY MASONIC VILLAGES. Masonic Villages may terminate this Resident Agreement by giving you written notice prior to Occupancy if:

- (a) You will have made any material misrepresentation or omission in the application or any other document or information required to be given to Masonic Villages by you;
- (b) You fail to follow the Rules and Regulations, procedures, and policies of the Masonic Villages;
- (c) There is a change in your health or medical condition at any time after you have submitted an application for admission which, in the opinion of Masonic Villages, makes you unable to meet the Requirements of Tenancy;
- (d) It is determined, for any reason, that you pose a threat to the health, safety, or welfare of yourself, staff, or other residents;
 - (i) If Masonic Villages makes a good faith determination in writing that your Occupancy of the Living Accommodation creates a serious threat to the life, health, safety, or peace of you or other persons, Masonic Villages may terminate this Resident Agreement immediately notwithstanding the thirty (30) day notice period set forth in the prior sentence. On or before the effective date of termination, you must surrender the Living Accommodation.
- (e) If your financial situation changes in such a way that you would no longer qualify for admission; and

- (f) You otherwise fail to exercise Financial Responsibility.

5.2 AFTER OCCUPANCY

5.2.1 BY YOU. You may terminate this Resident Agreement after Occupancy by giving Masonic Villages at least thirty (30) days written notice thereof. You must surrender the Living Accommodation on or before the effective termination date.

5.2.2 BY MASONIC VILLAGES. Masonic Villages may terminate this Resident Agreement at any time after Occupancy by giving you at least thirty (30) days prior written notice if:

- (a) You will have made any material misrepresentation or omission in the application or any other document or information required to be given to Masonic Villages by you;

- (b) You fail to make any payment hereunder, including payment for charges rendered for personal care or healthcare services, and such failure continues for thirty (30) days after written notice thereof;

- (c) You fail to abide by any other term or condition of this Resident Agreement after ten (10) days written notice of such failure and you have not corrected such failure or commenced the correction of such failure,

- (d) You fail to follow the rules and regulations, procedures, and policies of the Masonic Villages;

- (e) It is determined in writing that your continued occupancy creates a serious threat or danger to the life, health, safety or peaceful enjoyment of yourself, staff, or other residents of the Masonic Villages; and

- (i) If Masonic Villages makes a good faith determination in writing that your continued Occupancy of the Living Accommodation creates a serious threat to the life, health, safety, or peace of you or other persons, Masonic Villages may terminate this Resident Agreement immediately notwithstanding the thirty (30) day notice period set forth in the prior sentence. On or before the effective date of termination, you must surrender the Living Accommodation.

- (f) You otherwise fail to exercise Financial Responsibility.

5.2.3 BY DEATH

- (a) SINGLE OCCUPANCY. In Single Occupancy, this Resident Agreement will terminate upon your death, provided, however, that your estate will be responsible for Charges until the Living Accommodation is Surrendered.

(b) **DOUBLE OCCUPANCY.** In Double Occupancy, this Resident Agreement will be terminated by the death of either you or Dual Occupant, but only as to that deceased Resident. The Remaining Resident may elect to move to a smaller Living Accommodation or may elect to remain in the same Living Accommodation. In either case, the Service Fee will be adjusted for single Occupancy, but otherwise this Resident Agreement will remain in full force and effect as to the Remaining Resident. The Remaining Resident will be responsible for all outstanding Charges for the deceased Resident.

ARTICLE 6

MISCELLANEOUS

6.1 **NOTICE.** Any notices to be given under this Resident Agreement will be deemed to have been properly given when delivered personally, placed in a resident's cubby, or sent by first class mail, postage prepaid, addressed as follows:

If to Masonic Villages:

If to you before taking Occupancy:

If to you after taking Occupancy: At your Living Accommodation.

6.2 **COMPLETE AGREEMENT.** This Resident Agreement, together with your application, financial statement and disclosures, personal health, and physician's report, and any Addenda, Exhibits or signed Schedules to this Resident Agreement, constitutes the entire agreement between Masonic Villages and you, and may not be amended or modified except in writing signed by the parties.

6.3 **NON-WAIVER.** The failure by the Masonic Villages to enforce at any time any of the provisions of this Resident Agreement, or to require at any time performance by the other party of any of the provisions hereof will in no way be construed to be a waiver of such provisions or to affect either the validity of this Resident Agreement, or any part thereof, or the right of the Masonic Villages to enforce each and every provision in accordance with the terms of this Resident Agreement.

6.4 **DESCRIPTIVE HEADINGS.** The descriptive section headings used in this Resident Agreement are for convenience of reference only and do not constitute binding terms of this Resident Agreement.

6.5 **TRANSFERABILITY.** Your rights and privileges under this Resident Agreement, facilities, services, and medical care are personal to you and cannot be transferred or assigned by act of you, or by any proceeding of law, or otherwise.

6.6 **SEVERABILITY.** If any one or more of the provisions of this Resident Agreement should be finally determined to be contrary to law, then such provision or provisions will be severable from the remaining provisions and will in no way affect the validity of the other provisions of this Resident Agreement.

6.7 GOVERNING LAW. This Resident Agreement will be construed and enforced in accordance with, and the rights of the parties hereto will be governed by, the laws of the Commonwealth of Pennsylvania.

6.8 MANDATORY ARBITRATION. Any claim, controversy or dispute relating directly or indirectly to this Resident Agreement will be resolved by a single arbitrator in an arbitration proceeding conforming to the rules of the American Arbitration Association. The arbitrator will be appointed by mutual agreement of you and Masonic Villages. If you and Masonic Villages cannot agree as to the identity of the arbitrator, the arbitrator will be appointed by the American Arbitration Association. The arbitration will be held in Allegheny County, Pennsylvania. The decision of the arbitrator will be final and conclusively binding on the parties in any court of competent jurisdiction. You and Masonic Villages will each pay one-half of the fees and expenses of the arbitrator and the American Arbitration Association. You and Masonic Villages will each be responsible for the entire cost of their own attorney and witnesses.

6.9 VENUE. Any dispute not finally and conclusively resolved through arbitration pursuant to Section 6.8, or arising from or related to any matter not subject to arbitration for any reason, including any determination to not enforce Section 6.8, will be brought before and adjudicated by the Court of Common Pleas of Allegheny County, Pennsylvania.

6.10 COUNTERPARTS. This Resident Agreement may be signed in any number of counterparts and by the parties, and each counterpart when so signed and delivered will be deemed an original and all such counterparts together will constitute one and the same instrument.

6.11 RIGHTS TO PROPERTY. The rights and privileges granted to you in this Resident Agreement do not include any right, title, or interest in or to any part of the personal property, land, buildings, and improvements owned or administered by Masonic Villages. Your rights under this Resident Agreement are for services with a right of Occupancy. Any service or occupancy rights, privileges, or benefits, will be subordinate to any mortgage, deed of trust, or other obligation on any of the premises or real or personal property of the Masonic Villages.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, Masonic Villages and you (and Dual Occupant, if applicable) have executed and delivered this Resident Agreement as of the date first above written.

THE UNDERSIGNED HAS READ AND UNDERSTOOD THE CONTENTS OF THE FOREGOING AGREEMENT AND HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL AND OTHER ADVISORS PRIOR TO SIGNING THIS RESIDENT AGREEMENT.

Witnesses:

Masonic Villages of the Grand Lodge of Pennsylvania

By: _____

Name:

Title:

Resident

Resident

FIRST ADDENDUM

The estimated projected annual average cost(s) of care to be provided to you by Masonic Villages under the foregoing Resident Agreement, based upon the factors set forth in subsection 4.14 including, without limitation, experience with residents requesting the same or similar services to that of resident(s) in other facilities is/are:

\$ ___ per month for Resident

\$ ___per month for Resident

SECOND ADDENDUM

Personal Representative(s): (person(s) named in your will to administer your estate)

Name: _____

Address: _____

Name: _____

Address: _____

THIRD ADDENDUM

You agree that Masonic Villages has incurred the following costs at your request prior to the date of Occupancy and agree that you will not be subject to Refund for these costs after the end of the Rescission Period:

COSTS

ITEM/SERVICE

FOURTH ADDENDUM

ADMISSIONS POLICY

Admissions to the Community are governed by the Board of Directors of Masonic Villages, members of which are elected by the Grand Lodge of Pennsylvania and serve without compensation. Our Admissions Policies are governed by non-discrimination on the basis of race, religion, color, national origin, ancestry, age (where minimum age for admission is met), sex, sexual orientation, marital status, disability, limited English Proficiency (LEP) or any other protected status.

FIFTH ADDENDUM

THIS ADDENDUM made this ___ day of ___, 20___ to this Resident Agreement of even date herewith (the "Resident Agreement") between Masonic Villages and _____ ("You").

According to Section 3.2.13 of the Resident Agreement, a pre-existing condition of _____ has been identified by the Masonic Village medical staff (as defined in the Resident Agreement). Notwithstanding anything in the Resident Agreement to the contrary, should you, in the opinion of the Masonic Village medical staff, require placement in an intermediate care facility or skilled nursing facility by reason of, or otherwise specifically arising out of, the stated pre-existing condition in the opinion of the Masonic Village medical staff, then the per diem rate then applicable to such facility (whether such facility is operated by Masonic Villages or otherwise) will be paid solely by you for the duration of such placement.

For a Double Occupancy of the Living Accommodation, the then current monthly Service Fee (as defined in the Resident Agreement) will be reduced to the single Occupant rate for the duration of such placement.

The opinion of the Masonic Village medical staff as to the need for any above-described placement and the reason therefore, will be conclusive and binding upon Resident.

You have read and understand the foregoing and agree that it amends the Resident Agreement as well as the Disclosure Statement you received.

Witness: _____

Resident: _____

Masonic Villages of the Grand Lodge of Pennsylvania

By: _____

Name: Eric Gross

Title: Executive Director

Witness: _____

SCHEDULE A

APPLICABLE TO NON-LIFECARE RESIDENTS OR THOSE WITH CERTAIN
PRE-EXISTING CONDITIONS
2025 Rates

Monthly Service Fee (Section 2.4)

Daily Rates

Dementia Care:

Private Room/Private Bath - \$473

Private Room/Shared Bath - \$459

Nursing Care:

Private Room/Private Bath - \$473

Private Room/Shared Bath - \$459

Personal Care:

Studio - \$220

Alcove - \$240

Single Bedroom - \$290

Large Bedroom (Single Occupancy) - \$311

Large Bedroom (Double Occupancy) - \$174

Enhanced Services - additional \$27.85 to \$53.31 per day

NOTE: Rates will be adjusted annually at a minimum

2025 Per Diem Rates

EXHIBIT A
ADDITIONAL SERVICES

<u>Type of Service</u>	<u>Charge</u>
Additional Housekeeping Services	Reference Resident Handbook and Current Rate Sheet
Additional Maintenance Services	Reference Resident Handbook and Current Rate Sheet
Optional Covered Parking (if available)	Reference Resident Handbook and Current Rate Sheet

EXHIBIT B

NOTICE OF RIGHT TO RESCIND

Date Rescission Period begins

You may rescind and terminate your Resident Agreement, without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into the continuing care facility before the expiration of this seven (7) day period. No other agreement or statement you sign will constitute a waiver of your right to rescind this Resident Agreement within the seven (7) day period.

To rescind your Resident Agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice, letter or telegram, stating your desire to rescind to: Masonic Village at Sewickley, 1000 Masonic Drive, Sewickley, Pennsylvania 15143-2359, Attention: Executive Director, not later than midnight of _____, 20__.

Pursuant to this notice, I hereby cancel my Resident Agreement.

FORM ONLY -- DO NOT SIGN

Date

Prospective Resident's Signature

