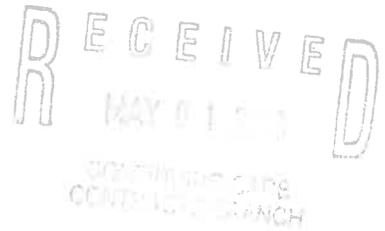


**ANNUAL REPORT  
CHECKLIST**

for  
**FISCAL YEAR ENDED:**

2012



**PROVIDER:** Freedom Properties - Hemet

**FACILITY(IES):** The Village

**CONTACT PERSON:** Barbara Johnston

**TELEPHONE NO.:** (949) 340-8103

- ✓
- ✓
- ✓
- ✓
- ✓
- ✓
- ✓
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- ✓
- ✓
- ✓
- ✓

Your complete annual report must consist of 3 copies of all of the following:

- ✓ This cover sheet.
- ✓ Annual Provider Fee in the amount of: \$ 6,759.00
  - ✓ If applicable, late fee in the amount of: \$ \_\_\_\_\_
- ✓ Certification by the provider's chief *executive* officer that:
  - ✓ The reports are correct to the best of his/her knowledge.
  - ✓ Each continuing care contract form in use or offered to new residents has been approved by the Department.
  - ✓ The provider is maintaining the required liquid reserve and refund reserve, if applicable.
- ✓ Evidence of the provider's fidelity bond.
- ✓ The provider's audited financial statements, with an accompanying certified public accountant's opinion thereon.
- ✓ The provider's audited reserve reports (prepared on Department forms), with an accompanying certified public accountant's opinion thereon, including Form 1-1 and 1-2 and Form 7-1)
- ✓ The provider's "Continuing Care Retirement Community Disclosure Statement" for **each** community. (4 copies total)

The Key Indicators Report is required to be submitted within 30 days of the due date of the submission of the annual report. (~~4 copies total~~) (Original + 5 copies)



# THE VILLAGE

Continuing Care Retirement Community

April 30, 2013

RECEIVED  
MAY 6 1 2013  
CONTINUING CARE  
CONTRACTS BRANCH

Department of Social Services  
Continuing Care Contracts Program  
744 P Street, M/S 17-90  
Sacramento, CA 95814

RE: Freedom Properties-Hemet, dba The Village

Enclosed is the 2012 annual report for The Village. As Chief Executive Officer, I certify to the following:

1. That the annual report and any amendments thereto are correct to the best of my knowledge,
2. That each continuing care contract in use for new residents has been approved by the Department,
3. The Village is maintaining the required liquid reserves,
4. A line of credit exists to cover the agreed amount of the refund reserve requirement under the Health and Safety Code Section 1793c.

Sincerely,

Tom Stringer  
Chief Executive Officer  
The Village

TS/js



# CERTIFICATE OF LIABILITY INSURANCE

FREED-2 OP ID: MW

DATE (MM/DD/YYYY)

04/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Robert Bell Ins. Brokers Inc. 5256 S. Mission Rd. Suite 1006 Bonsall, CA 92003 Michael Bell		Phone: 800-426-2634 Fax: 760-631-5983	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
<b>INSURED</b> Casa Pacifica DBA: Freedom Village, Freedom Properties Hemet LLC, DBA: The Village HealthCare Center Tom Stringer 27122B Paseo Espada, Ste 1024 San Juan Capistrano, CA 92675		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : Columbia Casualty Company	NAIC # 31127
		INSURER B : Continental Insurance Co.	35289
		INSURER C : State Compensation Ins. Fund	35076
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			4022531770	06/15/2012	06/15/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Professional Liab			4022531770	06/15/2012	06/15/2013	PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,000
POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>							PRODUCTS - COM/OP AGG	\$ 3,000,000
							Emp Ben.	\$ 1,000,000
B	AUTOMOBILE LIABILITY			4022531767	06/15/2012	06/15/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			4022531798	06/15/2012	06/15/2013	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
DED <input checked="" type="checkbox"/> RETENTION \$ 10,000								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			163518012	04/01/2012	04/01/2013	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
B	Property Section			4022531770	06/15/2012	06/15/2013	BLDG & BPP	78,937,800
							BUS INCOM	6,691,200

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

State of CA Health & Welfare  
 Agency, Office of Satewide  
 Health Planning & Development  
 1800 9th Street  
 Sacramento, CA 96814

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 Michael Bell

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**FORM 1-1**  
**RESIDENT POPULATION**

<u>Line</u>	<b>Continuing Care Residents</b>	<u>TOTAL</u>
[1]	Number at beginning of fiscal year	219
[2]	Number at end of fiscal year	189
[3]	Total Lines 1 and 2	408
[4]	Multiply Line 3 by ".50" and enter result on Line 5.	x .50
[5]	Mean number of continuing care residents	204
<b>All Residents</b>		
[6]	Number at beginning of fiscal year	270
[7]	Number at end of fiscal year	243
[8]	Total Lines 6 and 7	513
[9]	Multiply Line 8 by ".50" and enter result on Line 10.	x .50
[10]	Mean number of <i>all</i> residents	256.5
[11]	Divide the mean number of continuing care residents (Line 5) by the mean number of <i>all</i> residents (Line 10) and enter the result (round to two decimal places).	0.80

**FORM 1-2**  
**ANNUAL PROVIDER FEE**

<u>Line</u>		<u>TOTAL</u>
[1]	Total Operating Expenses (including debt service)	\$9,442,737
[a]	Depreciation	\$943,970
[b]	Debt Service (Interest Only)	
[2]	Subtotal (add Line 1a and 1b)	\$943,970
[3]	Subtract Line 2 from Line 1 and enter result.	\$8,498,767
[4]	Percentage allocated to continuing care residents (Form 1-1, Line 11)	80%
[5]	Total Operating Expense for Continuing Care Residents (multiply Line 3 by Line 4)	\$6,759,253
[6]	<b>Total Amount Due</b> (multiply Line 5 by .001)	x .001 \$6,759

**PROVIDER:** Freedom Properties-Hemet, LLC  
**COMMUNITY:** The Village

**Continuing Care Retirement Community  
Disclosure Statement  
General Information**



FACILITY NAME: The Village  
 ADDRESS: 2200 W. Acacia, Hemet, CA ZIP CODE: 92545 PHONE: 951-658-3369  
 PROVIDER NAME: Freedom Properties-Hemet FACILITY OPERATOR: Freedom Management Company  
 RELATED FACILITIES: Freedom Village RELIGIOUS AFFILIATION: None  
 YEAR OPENED: 1989 NO. OF ACRES: 12 MULTI-STORY: 4-RC SINGLE STORY: HC BOTH: X  
 MILES TO SHOPPING CTR: 1/8 MILES TO HOSPITAL: 3

NUMBER OF UNITS:		INDEPENDENT LIVING	HEALTH CARE
APARTMENTS - STUDIO	<u>6</u>	ASSISTED LIVING	<u>52</u>
APARTMENTS - 1 BDRM	<u>121</u>	SKILLED NURSING	<u>54</u>
APARTMENTS - 2 BDRM	<u>118</u>	SPECIAL CARE	_____
COTTAGES/HOUSES	_____	DESCRIBE SPECIAL CARE:	_____
% OCCUPANCY AT YEAR END	<u>66%</u>		

TYPE OF OWNERSHIP:  NOT FOR PROFIT  FOR PROFIT ACCREDITED:  Y  N BY: \_\_\_\_\_

FORM OF CONTRACT:  LIFE CARE  CONTINUING CARE  FEE FOR SERVICE  
 ASSIGN ASSETS  EQUITY  ENTRY FEE  RENTAL

REFUND PROVISIONS (Check all that apply):  90%  75%  50%  PRORATED TO 0%  OTHER: \_\_\_\_\_

RANGE OF ENTRANCE FEES: \$70,000 TO \$230,000 LONG-TERM CARE INSURANCE REQUIRED?  Y  N

HEALTH CARE BENEFITS INCLUDED IN CONTRACT: 25% discount; level fee program

ENTRY REQUIREMENTS: MIN. AGE: 60 PRIOR PROFESSION: None OTHER: \_\_\_\_\_

**FACILITY SERVICES AND AMENITIES**

COMMON AREA AMENITIES	AVAILABLE	FEE FOR SERVICE	SERVICES AVAILABLE	INCLUDED	FOR EXTRA
				IN FEE	CHARGE
BEAUTY/BARBER SHOP	<input type="checkbox"/>	<input checked="" type="checkbox"/>	HOUSEKEEPING TIMES/MONTH	<u>4x/month</u>	_____
BILLIARD ROOM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NUMBER OF MEALS/DAY	<u>1</u>	_____
BOWLING GREEN	<input type="checkbox"/>	<input type="checkbox"/>	SPECIAL DIETS AVAILABLE	<u>Yes</u>	_____
CARD ROOMS	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
CHAPEL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	24-HOUR EMERGENCY RESPONSE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COFFEE SHOP	<input type="checkbox"/>	<input checked="" type="checkbox"/>	ACTIVITIES PROGRAM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CRAFT ROOMS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ALL UTILITIES EXCEPT PHONE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EXERCISE ROOM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	APARTMENT MAINTENANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
GOLF COURSE ACCESS	<input type="checkbox"/>	<input type="checkbox"/>	CABLE TV	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LIBRARY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LINENS FURNISHED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PUTTING GREEN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LINENS LAUNDERED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SHUFFLEBOARD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	MEDICATION MANAGEMENT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SPA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NURSING/WELLNESS CLINIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SWIMMING POOL-INDOOR	<input type="checkbox"/>	<input type="checkbox"/>	PERSONAL NURSING/HOME CARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SWIMMING POOL-OUTDOOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TRANSPORTATION-PERSONAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TENNIS COURT	<input type="checkbox"/>	<input type="checkbox"/>	TRANSPORTATION-PREARRANGED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WORKSHOP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER: <u>TRANSP. SPECIAL</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

All providers are required by Health and Safety Code section 1789.1 to provide this report to prospective residents before executing a deposit agreement or continuing care contract, or receiving any payment. Many communities are part of multi-facility operations which may influence financial reporting. Consumers are encouraged to ask questions of the continuing care retirement community that they are considering and to seek advice from professional advisors.

**SINGLE-SITE FACILITY  
FINANCIAL DISCLOSURE STATEMENT**

**PROVIDER NAME:** Freedom Properties – Hemet, LLC

	2009	2010	2011	2012
<b>INCOME FROM ONGOING OPERATIONS</b>				
<b>OPERATING INCOME</b> (excluding amortization of entrance fee income)	9,742,796	9,584,088	9,166,071	8,937,471
<b>LESS OPERATING EXPENSES</b> (excluding depreciation, amortization, & interest)	-8,858,188	-8,715,669	-8,512,624	-8,498,767
<b>NET INCOME FROM OPERATIONS</b>	884,608	868,419	653,447	438,704
<b>LESS INTEREST EXPENSE</b>	-24,050	-26,398	-28,083	-29,360
<b>PLUS CONTRIBUTIONS</b>				
<b>PLUS NON-OPERATING INCOME (EXPENSES)</b> (excluding extraordinary items)	-16,387	2,586	-2,120	-9,071
<b>NET INCOME (LOSS) BEFORE ENTRANCE FEES, DEPRECIATION AND AMORTIZATION</b>	884,171	844,607	623,244	400,273
<b>NET CASH FLOW FROM ENTRANCE FEES</b> (Total Deposits Less Refunds)	164,135	189,835	299,845	126,500

**DESCRIPTION OF SECURED DEBT AS OF MOST RECENT FISCAL YEAR END**

LENDER	OUTSTANDING BALANCE	INTEREST RATE	DATE OF ORIGINATION	DATE OF MATURITY	AMORTIZATION PERIOD
TV of CA Trust	11,770,000	0%	01/01/1989	03/31/2038	40 years

**FINANCIAL RATIOS (see next page for ratio formulas)**

	2009	2010	2011	2012
<b>DEBT TO ASSET RATIO</b>	70%	67%	66%	65%
<b>OPERATING RATIO</b>	91%	91%	93%	95%
<b>DEBT SERVICE COVERAGE RATIO</b>	197%	199%	180%	105%
<b>DAYS CASH-ON-HAND RATIO</b>	75	109	119	113

**HISTORICAL MONTHLY SERVICE FEES  
AVERAGE FEE AND PERCENT CHANGE**

	2009	%	2010	%	2011	%	2012
STUDIO	1,625	1.0	1,625	2.9	1,547	2.9	1,568
ONE BEDROOM	1,889	1.0	1,889	2.9	2,008	2.9	2,066
TWO BEDROOM	2,632	1.0	2,632	2.9	2,437	2.9	2,530
COTTAGE/HOUSE							
ASSISTED LIVING	3,650	0.0	3,650	1.4	3,700	0.0	3,700
SKILLED NURSING-DAILY	199	1.0	201	2.5	206	4.4	215
SPECIAL CARE							

**COMMENTS FROM PROVIDER:** The Village's Resident Master Trust has a permanent first trust deed against the Retirement Center. Of the \$11.77 million recorded on the books as Note Payable to Master Trust, only \$3.55 million is refundable to residents. Therefore the true liabilities against Freedom Properties-Hemet total approximately \$4.1 million and represent a debt to asset ratio =23%.

**SINGLE-SITE FACILITY  
FINANCIAL DISCLOSURE STATEMENT**

**FINANCIAL RATIO FORMULAS**

**LONG-TERM DEBT TO TOTAL ASSETS RATIO**

$$\frac{\text{Long-Term Debt, less Current Portion}}{\text{Total Assets}}$$

**OPERATING RATIO**

$$\frac{\begin{array}{l} \text{Total Operating Expenses} \\ \text{-- Depreciation Expense} \\ \text{-- Amortization Expense} \end{array}}{\begin{array}{l} \text{Total Operating Revenues} \\ \text{-- Amortization of Deferred Revenue} \end{array}}$$

**DEBT SERVICE COVERAGE RATIO**

$$\frac{\begin{array}{l} \text{Total Excess of Revenues over Expenses} \\ \text{+ Interest, Depreciation,} \\ \text{and Amortization Expenses} \\ \text{-- Amortization of Deferred Revenue} \\ \text{+ Net Proceeds from Entrance Fees} \end{array}}{\text{Annual Debt Service}}$$

**DAYS CASH ON HAND RATIO**

$$\frac{\begin{array}{l} \text{Unrestricted Current Cash} \\ \text{And Investments} \\ \text{+ Unrestricted Non-Current Cash} \\ \text{and Investments} \end{array}}{(\text{Operating Expenses} - \text{Depreciation} - \text{Amortization})/365}$$

**Note:** These formulas are also used by the Continuing Care Accreditation Commission. For each formula, that organization also publishes annual median figures for certain continuing care retirement communities.

***FREEDOM PROPERTIES - HEMET, LLC***

**FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION**

**YEAR ENDED DECEMBER 31, 2012**

**WITH INDEPENDENT AUDITORS' REPORT**

**FREEDOM PROPERTIES - HEMET, LLC**  
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**DECEMBER 31, 2012**

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**INDEPENDENT AUDITORS' REPORT**

RECEIVED  
MAY 01 2013  
CONTINUING CARE  
CONTRACTS BRANCH

To the Members of  
Freedom Properties - Hemet, LLC  
Hemet, California

We have audited the accompanying financial statements of Freedom Properties - Hemet, LLC (a California limited liability company) (the "Company"), which comprise the balance sheet as of December 31, 2012, and the related statements of operations, changes in members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

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

**Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

### **Basis for Qualified Opinion**

As more fully described in Note H to the financial statements, the Company recognizes income from deferred entrance fees when the funds are constructively received. For the year ended December 31, 2012, this revenue recognition method results in a conservative presentation of income and equity. In our opinion, accounting principles generally accepted in the United States of America require that a deferred entrance fee be amortized to income over future periods based on the estimated life expectancy of the resident. If the financial statements were corrected for that departure from accounting principles, assets would increase by approximately \$8,401,000, liabilities would increase by approximately \$3,899,000, beginning members' equity would increase by approximately \$3,765,000, and revenue from resident services, including deferred entrance fees and nonrefundable advance fees, would increase by approximately \$737,000.

### **Qualified Opinion**

In our opinion, except for the effects of recognition of deferred entrance fees as income upon constructive receipt of payment as discussed in the Basis for Qualified Opinion paragraph, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of Freedom Properties - Hemet LLC as of December 31, 2012, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*White Nelson Michelson LLP*

Irvine, California  
April 25, 2013

**FREEDOM PROPERTIES - HEMET, LLC**  
**BALANCE SHEET**  
**DECEMBER 31, 2012**

ASSETS

Current Assets:

Cash And Cash Equivalents	\$ 2,003,186
Accounts Receivable, Net	811,564
Inventories	161,892
Prepaid Expenses	203,958
Investments	<u>862,524</u>

Total Current Assets 4,043,124

Property And Equipment:

Land	2,153,427
Building And Improvements	24,665,165
Machinery And Equipment	3,202,019
Furniture And Fixtures	3,254,170
Vehicles	132,891
Construction In Progress	<u>1,261</u>

Total Property And Equipment, At Cost 33,408,933

Less: Accumulated Depreciation (19,842,344)

Property And Equipment, At Net Book Value 13,566,589

Receivables From Residents

647,999

Total Assets \$ 18,257,712

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

**FREEDOM PROPERTIES - HEMET, LLC**  
**STATEMENT OF OPERATIONS**  
**YEAR ENDED DECEMBER 31, 2012**

Revenues:	
Resident Services, Including Deferred Entrance Fees Of \$687,661	\$ 4,955,012
Patient Services, Net	5,590,276
Miscellaneous Revenue	<u>113,023</u>
Total Revenues	10,658,311
Caregiver And Ancillary Service Costs	<u>1,033,179</u>
Net Revenues	9,625,132
Operating Expenses:	
Resident Care	1,818,783
Dietary	1,704,605
Housekeeping	398,195
Plant Facility Operating Costs	1,160,421
General And Administrative Expenses	3,417,763
Depreciation	943,970
Gain On Sale Of Property And Equipment	<u>(1,000)</u>
Total Operating Expenses	<u>9,442,737</u>
Income From Operations	182,395
Other Income (Expense):	
Interest Expense	(29,360)
Interest Income	<u>3,539</u>
Total Other Income (Expense)	<u>(25,821)</u>
Income Before Provision For Income Taxes	156,574
Provision For Income Taxes	<u>12,610</u>
Net Income	<u><u>\$ 143,964</u></u>

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

**FREEDOM PROPERTIES - HEMET, LLC**  
**STATEMENT OF CHANGES IN MEMBERS' EQUITY**  
**YEAR ENDED DECEMBER 31, 2012**

Balance At December 31, 2011	\$ 4,414,491
Net Income	143,964
Distributions To Members	<u>(100,000)</u>
Balance At December 31, 2012	<u>\$ 4,458,455</u>

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

**FREEDOM PROPERTIES - HEMET, LLC**  
**STATEMENT OF CASH FLOWS**  
**YEAR ENDED DECEMBER 31, 2012**

Operating Activities:	
Cash Received From Residents	\$ 6,048,175
Interest Income	3,539
Reimbursements For Services To Non-Residents	4,424,777
Cash Paid To Suppliers And Employees	(9,396,552)
Interest Paid	(29,360)
Income Tax Paid	(12,610)
	<hr/>
Net Cash Provided By Operating Activities	1,037,969
Cash Flows From Investing Activities:	
Purchase Of Property And Equipment	(355,894)
Proceeds From Sale Of Property And Equipment	1,000
Additional Amount Contributed To Investments	(483,599)
	<hr/>
Net Cash Used In Investing Activities	(838,493)
Cash Flows From Financing Activities:	
Payments On Note Payable To Master Trust	(500,000)
Proceeds From Notes Payable To Related Party	300,000
Payments On Notes Payable To Related Parties	(74,000)
Distributions To Members	(100,000)
	<hr/>
Net Cash Used In Financing Activities	(374,000)
Net Decrease In Cash And Cash Equivalents	(174,524)
Cash And Cash Equivalents, Beginning Of Year	<hr/> 2,177,710
Cash And Cash Equivalents, End Of Year	<hr/> <hr/> \$ 2,003,186

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

**FREEDOM PROPERTIES - HEMET, LLC**  
**STATEMENT OF CASH FLOWS (CONTINUED)**  
**YEAR ENDED DECEMBER 31, 2012**

Reconciliation Of Net Income To Cash Provided By Operating Activities:

Net Income	\$ 143,964
Non-Cash Items Included In Net Income:	
Depreciation	943,970
Gain On Sale Of Property And Equipment	(1,000)
Changes In:	
Accounts Receivable	(148,057)
Inventories	(1,631)
Prepaid Expenses	(8,006)
Receivables From Residents	(36,383)
Accounts Payable	62,745
Accrued Expenses	83,287
Deposits From Residents	(920)
Net Cash Provided By Operating Activities	<u>\$ 1,037,969</u>

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

**FREEDOM PROPERTIES - HEMET, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012**

**NOTE A: Nature Of Business And Summary Of Significant Accounting Policies**

- (1) Nature Of Business - Freedom Properties - Hemet, LLC is a California limited liability company which owns and operates a continuing care retirement community known as The Village.

The Village provides permanent living, assisted living, skilled nursing, and other ancillary services through the operation of a retirement facility (the "Retirement Center") which includes 245 residential units and a health care facility (the "Health Care Center") which includes 106 beds.

- (2) Financial Statement Presentation - The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"), with the exception of the effects of recognition of deferred entrance fees as discussed in Note H.

- (3) Limited Liability Company Agreement - The following represents a summary of significant financial terms of the Company's Operating Agreement. The agreement should be referred to for more specific terms.

The Company was organized as a Limited Liability Company in the State of California on July 31, 1999, and will continue until December 31, 2050, unless dissolved prior to that date in accordance with its Operating Agreement. The members' liability to general creditors is limited to their investments in the Company. Profits and losses for financial statement purposes are allocated to the members in proportion to their percentage interests.

- (4) Cash And Cash Equivalents - For purposes of the statement of cash flows, cash and cash equivalents include time deposits, certificates of deposit, and all highly-liquid debt instruments with original maturities of three months or less. Certificates of deposit with original maturities in excess of three months are considered investments and classified as short-term or long-term based on the respective required holding period.

- (5) Accounts Receivable - Accounts receivable consist of amounts due from residents, occupants, or third-party payers for monthly service fees, skilled nursing services, assisted living services and other ancillary services. These services and fees are primarily due on a net 30 day term. Accounts for which no payments have been received are contacted after 60 days and customary collection efforts are taken. Accounts receivable are periodically evaluated for collectability based on past credit history with residents, occupants, or third-party payers and their current financial condition. After six months of unsatisfactory contact, the Company writes off what they believe will be uncollectible after obtaining approval from management.

**FREEDOM PROPERTIES - HEMET, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012**

**NOTE A: Nature Of Business And Summary Of Significant Accounting Policies - (Continued)**

(5) Accounts Receivable - (Continued)

The Company provides an allowance for doubtful accounts, as needed, for accounts deemed uncollectible. At December 31, 2012, the allowance for doubtful accounts totaled \$7,875.

(6) Inventories - Inventories consist of food, service ware, linen and other necessary supplies. These inventories are valued at the lower of cost or market on a first-in, first-out basis.

(7) Property And Equipment - Property and equipment are stated at cost. Major improvements and betterments are capitalized. Maintenance and repairs are expensed as incurred. Property and equipment are depreciated over estimated useful lives of 5 to 40 years. Depreciation is computed using the straight-line method for financial purposes and accelerated methods for income tax purposes. Depreciation expense for the year ended December 31, 2012, totaled \$943,970.

At December 31, 2012, fully depreciated property improvements and equipment totaled \$4,438,908 and are still in use.

(8) Long-Lived Assets - The Company accounts for impairment and disposition of long-lived assets in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 360-10, "*Property, Plant, and Equipment*". FASB ASC 360-10 requires impairment losses to be recognized for long-lived assets used in operations when indicators of impairment are present and the undiscounted future cash flows are not sufficient to recover the assets' carrying amount. There was no impairment of value of such assets for the year ended December 31, 2012.

(9) Receivables From Residents - Residents, who entered the Retirement Center prior to June 1993, are provided up to 360 days of health care at no additional charge ("free days"). A resident may use 22 free days of health care during a 90-day period. The cost of days in excess of the 22 free days of health care used is charged to the resident. The residents are allowed to accrue the additional cost over their monthly service fee against their refundable deferred entrance fee. Accrued receivables are due and paid upon termination of the resident's occupancy.

(10) Income Taxes - The Company is organized as a limited liability company. Taxation of a limited liability company passes the burden of income taxes from the Company to its members. The State of California imposes a minimum franchise tax plus an annual fee on limited liability companies with annual revenues in excess of \$5,000,000.

**FREEDOM PROPERTIES - HEMET, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012**

**NOTE A: Nature Of Business And Summary Of Significant Accounting Policies -  
(Continued)**

- (11) Revenue And Expenses - In accordance with the Residence Agreement, future monthly fees due from residents for maintenance and operating expenses may be adjusted with appropriate notice as specified in the individual agreements.
- (12) Revenue Recognition - Revenue from resident and patient services is accounted for on the accrual basis of accounting as earned. See Note H for a description of the revenue recognition policy on deferred entrance fees.

Net patient service revenue is reported at estimated net realizable amounts from patients, third-party payers, and others for services rendered. Revenue from third-party payers is calculated based on specified rates per agreement.

The difference between charges generated by third party program patients and the estimated amounts to be received is reflected as provision for contractual discounts as shown below:

Gross Patient Charges	\$ 6,658,485
Provision For Contractual Discounts	<u>(1,068,209)</u>
Patient Services, Net	<u>\$ 5,590,276</u>

- (13) Advertising And Promotional Costs - Advertising and promotional costs are charged to operations when incurred. For the year ended December 31, 2012, advertising and promotional costs and related expenses totaled \$85,874 and are included in general and administrative expenses in the accompanying statement of operations.
- (14) Use Of Estimates - The process of preparing financial statements in conformity with accounting principles generally accepted in the United States of America requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues, and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

**NOTE B: Concentrations, Risks, And Uncertainties -** The Company maintains cash balances at several banks. At December 31, 2012, accounts at each institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for interest bearing accounts and unlimited insurance for non-interest bearing accounts. At December 31, 2012, the Company's uninsured cash balances at these institutions totaled \$2,084,785. Effective January 1, 2013, funds in non-interest bearing accounts will no longer receive unlimited insurance, and will be FDIC insured up to \$250,000 at each institution.

**FREEDOM PROPERTIES - HEMET, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012**

**NOTE B: Concentrations, Risks, And Uncertainties - (Continued)**

Prior to actual occupancy by the resident, a contribution referred to as a Loan Deposit is required to be deposited with the Master Trust pursuant to a residency agreement (the "Residence Agreement"). Under the Residence Agreement, the contribution received will be refundable under the following terms and conditions:

- a. Cancellation During The Trial Residence Period - Under California law, there is a probationary period of 90 days after the date of the signed agreement during which either the Company or the resident may cancel the agreement with or without cause. Death of the resident during the period will cancel the agreement. In the event of cancellation, the resident shall be entitled to a refund in accordance with California law which states that the Company may deduct from the contribution amount a reasonable fee to cover costs and any charges incurred but not paid.
- b. Cancellation After 90 Days And Before 2 Years - A resident may cancel his or her agreement at any time after the trial residence period for any reason by giving the Company 90 days written notice. Death of the resident will cancel the agreement. However, if an agreement applies to more than one resident, it will remain in effect after the death of one of the residents and be adjusted as described in the agreement. The Company may cancel the agreement at any time after the trial residence period for good cause, upon 90 days written notice to the resident. Examples of good cause are defined in the agreement.

Upon termination of the agreement, during the period from 90 days to 2 years of occupancy, the resident or his or her estate will be entitled to a repayment of either all of their Loan Deposit, less any charges incurred but not paid, or the Loan Deposit less a pre-determined percentage per month of occupancy and any charges incurred but not paid, as determined by the terms and conditions of the individual agreements.

- c. Cancellation After 2 Years - The criteria for cancellation after 2 years is the same as the criteria described above for cancellation after 90 days and before 2 years. If termination occurs after 2 years, the resident or his or her estate may be entitled to all or a portion of his or her Loan Deposit, less any charges incurred but not paid, or may not be entitled to any portion of the Loan Deposit, as determined per the terms and conditions of the individual agreements.

**FREEDOM PROPERTIES - HEMET, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012**

**NOTE C:** Prepaid Expenses - Prepaid expenses at December 31, 2012, consist of the following:

Prepaid Insurance	\$ 134,460
Other	<u>69,498</u>
<b>Total Prepaid Expenses</b>	<b><u>\$ 203,958</u></b>

**NOTE D:** Investments - As of December 31, 2012, the Company holds certificates of deposit with one bank in the amount of \$862,524, with maturities through December 2013. The cash is held in custody by the issuing bank and is restricted as to withdrawal or use only for workers' compensation claims. Interest income from these investments is paid to the Company. The certificates of deposit have been included in the accompanying balance sheet as investments and are recorded at cost.

**NOTE E:** Receivables From Residents - Pursuant to the terms discussed in Note A(9), the Company has receivables due from residents associated with past healthcare services provided. At December 31, 2012, resident receivables related to past healthcare services totaled \$647,999.

**NOTE F:** Accrued Expenses - Accrued expenses at December 31, 2012, consist of the following:

Accrued Salaries And Wages	\$ 176,848
Accrued Payroll Taxes	28,336
Accrued Vacation	102,991
Workers' Compensation Reserve	278,772
Accrued Insurance	<u>92,539</u>
<b>Total Accrued Expenses</b>	<b><u>\$ 679,486</u></b>

**NOTE G:** Line Of Credit - The Company has an unsecured revolving line of credit with a bank whereby the Company may borrow a maximum of \$1,000,000 with an interest rate at the bank's reference rate but no less than 4.00 percent per annum. At December 31, 2012, there was no balance outstanding under this line of credit. The line expires in August 2014 and is guaranteed by all members of the Company.

The Company has agreed to certain covenants with the bank. As of December 31, 2012, the Company was in compliance with respect to the agreement covenants.

**FREEDOM PROPERTIES - HEMET, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012**

**NOTE H:** **Note Payable To Master Trust And Trust Arrangement** - The residents of The Village established a trust fund for the purpose of providing permanent financing, operating capital and statutory reserves for the benefit of the Retirement Center. The residents sign a Joinder in Master Trust Agreement, joining in and becoming grantors under a Master Trust Agreement between the trustee and the grantors. At December 31, 2012, the Master Trust note payable balance outstanding was \$12,270,000.

In addition, each grantor upon execution of a Joinder in Master Trust Agreement must deposit with the trustee the contribution amount required of such grantor as set forth in the Residence Agreement and the Deposit Subscription Agreement.

The grantors deposit the required contribution amount into the trust and acknowledge in a Commitment Letter that the trustee of the Master Trust is directed to transfer all of the funds in the form of an interest-free loan to the Company for the purpose of providing permanent financing and operating capital for the Retirement Center. This loan is secured by the following:

- a. A first priority deed of trust on The Village Retirement Center's real property and improvements.
- b. A security agreement creating a fast security interest in all of the improvements, fixtures and personal property associated and used in connection with The Village Retirement Center.
- c. An assignment of rents, leases, profits and contracts including, but not limited to, any residence agreement and any management agreements entered into in conjunction with the operation of The Village Retirement Center.

The security shall also include any after-acquired collateral, as well as any insurance proceeds recovered for the loss of any property serving as collateral for this loan.

Upon the resale of a resident's unit, any proceeds over and above the departing resident's loan balance remaining in the trust after admission of a new resident may be loaned to the Company. The total loans to the Company shall not exceed the lesser of \$25,000,000 or 80 percent of the appraised value of the property.

Payments of principal are made on an annual basis and are calculated based on a forty-year loan amortization with the final payment due March 31, 2038. The Company is required to make minimum annual principal payments of approximately \$475,000 for each of the next five years.

**FREEDOM PROPERTIES - HEMET, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012**

**NOTE H: Note Payable To Master Trust And Trust Arrangement - (Continued)**

A resident's balance is repaid upon termination of the Residence Agreement. In accordance with the Joinder in Master Trust Agreement, the residents request and direct that all principal payments received be paid directly to the Company for the benefit of the resident. The purpose of this provision is to effectuate partial payment of the deferred entrance fee amount owed by the resident to the Company under the Residence Agreement. The deferred entrance fee is included in the accompanying statement of operations as deferred entrance fees.

The Master Trust also distributes to the Company any excess funds that are not invested in the form of an interest-free loan to the Company or held as reserves. Distributions of this kind also serve to effectuate partial payment of the deferred entrance fee amount owed by the resident to the Company under the Residence Agreement. These fees are included in the accompanying statement of operations as deferred entrance fees.

Since the Company received an unsecured promise from the residents to pay the deferred entrance fee at the termination of the agreement, the fee does not become due until all the other services required to be rendered under the contract have, in fact, been fulfilled. Upon termination of the Residence Agreement, the grantor or his/her estate instructs the Master Trust to distribute the balance of the grantor's Loan Deposit, partially to the grantor and partially to the Company, as a deferred entrance fee. The amount of the fee constructively received by the Company is, at that time, recognized as income and is considered a net payment upon termination. These fees are included in the accompanying statement of operations as deferred entrance fees.

Deferred entrance fees for the year ended December 31, 2012, consist of the following:

Annual Principal Payment	\$ 500,000
Deferred Entrance Fees	<u>187,661</u>
Total Deferred Entrance Fees	<u>\$ 687,661</u>

Accounting principles generally accepted in the United States of America require that a deferred entrance fee be amortized to income over future periods based on the estimated life expectancy of the resident. As described in the preceding paragraphs, the Company recognizes income from deferred entrance fees upon constructive receipt of payment or on the cash basis method which is not in accordance with accounting principles generally accepted in the United States of America.

**FREEDOM PROPERTIES - HEMET, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012**

**NOTE I: Commitments And Contingencies**

- (1) Obligation To Provide Future Services - The Company annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balance of monthly service fees and revenue from deferred entrance fees based upon the cash basis method. If the present value of the net cost of future services and use of facilities exceeds the present value of the future cash inflows from the monthly service fees and revenue from deferred entrance fees, a liability is recorded. Using a discount rate of 8 percent, the anticipated revenues are estimated to exceed the anticipated cost of future services by \$3,640,983 for the year ended December 31, 2012. Therefore, no liability was accrued.

The obligation of the Company to provide future health services will probably increase as some residents experience financial difficulties and are unable to pay 100 percent for their health care charges. Management has identified three residents experiencing financial difficulties. Management has reasonably estimated that the Company's total future revenues might be reduced by \$430,772 over 5.8 years, the residents' average life expectancy.

- (2) Maintenance Contracts - The Company has a software maintenance contract requiring monthly payments of \$1,984 through July 2013. The Company has an elevator maintenance contract requiring monthly payments of \$788 through November 2015.
- (3) Reservations And Designations - At December 31, 2012, there are no cash reserves maintained for contingencies or accumulated for specific projects or purposes.
- (4) Litigation - The Company experiences routine litigation in the normal course of its business. Management does not believe that any pending or threatened litigation will have a material adverse effect on its financial statements.

**NOTE J: Related Party Transactions** - The Company shares certain expenses with a commonly-owned entity. At December 31, 2012, the Company had a net payable to this entity for certain shared expenses totaling \$25,512 which is included in accounts payable in the accompanying balance sheet.

Additionally, the Company has a long-term note payable to a commonly-owned company for certain remodeling expenses, totaling \$300,000. Interest is earned at 3.25% per annum and is paid monthly. The note payable becomes due on or before January 31, 2018, and is included in notes payable to related parties in the accompanying balance sheet.

**FREEDOM PROPERTIES - HEMET, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012**

**NOTE J: Related Party Transactions - (Continued)**

Freedom Management Company, an affiliate, functions as the management company of the Company under a formal management agreement. Under the agreement, the Company pays Freedom Management Company compensation equal to five percent of the gross monthly receipts of the Company's operation and deferred entrance fees. Included in accounts payable in the accompanying balance sheet is \$39,365, representing management fees due to Freedom Management Company at December 31, 2012. Management fees expensed during 2012 in the amount of \$460,119 are included in general and administrative expenses in the accompanying statement of operations.

In September 2004, the Company entered into four unsecured note payable agreements with four Company members. The original notes were due in monthly payments of interest only at 5.5 percent annually through January 31, 2007, at which time any unpaid principal and interest would become due. Except by mutual agreement, no principal payments could be made for four months following the inception of the notes. Thereafter, principal payments may be made at the Company's discretion, but no more often than once per month. Any payments made during a month will be deemed to have been made on the last day of that month, for purposes of calculating interest due. The notes were subsequently amended and currently charge interest at 6.5 percent due in monthly payments of interest only through January 31, 2015, at which time any unpaid principal and interest is due. The interest expense paid to the members during the year ended December 31, 2012, was \$24,050 and is included in interest expense in the accompanying statement of operations. As of December 31, 2012, the outstanding balances on these note payables totaled \$296,000 and are included in notes payables to related parties in the accompanying balance sheet.

**NOTE K: Employee Benefit Plan -** The Company sponsors a qualified 401(k) plan for all eligible employees. Employees may contribute a percentage of their compensation up to the maximum amounts prescribed by law, with the employer matching a discretionary contribution equal to a percentage of the amount of the employee deferral as determined each year by the employer. Also, the Company may make a discretionary profit sharing contribution as determined each year by the employer. There were no employer matching or profit sharing contributions for the year ended December 31, 2012. Plan administrative expenses totaled \$982 for the year ended December 31, 2012, and are included in general and administrative expenses in the accompanying statement of operations.

**NOTE L: Subsequent Events -** Events occurring after December 31, 2012, have been evaluated for possible adjustment to the financial statements or disclosure as of April 25, 2013, which is the date the financial statements were available to be issued.

**SUPPLEMENTARY INFORMATION**

**INDEPENDENT AUDITORS' REPORT ON  
SUPPLEMENTARY INFORMATION**

RECEIVED  
MAY 11 2013  
CONTINUING CARE  
CONTRACT

To the Members of  
Freedom Properties - Hemet, LLC  
Hemet, California

Our report on our audit of the basic financial statements of Freedom Properties - Hemet, LLC for the year ended December 31, 2012, appears on pages one and two. That audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The information included in the accompanying schedules of Form 5-1 through Form 5-5 and Form 7-1 has been prepared for filing with the State of California, Department of Social Services, in accordance with Section 1792 of the California Health and Safety Code, and is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, presents fairly in all material respects the continuing care reserve requirements of Freedom Properties - Hemet, LLC at December 31, 2012, in conformity with the report preparation provisions of the California Health and Safety Code Section 1792.

*White Nelson Diehl Evans LLP*

Irvine, California  
April 25, 2013

**FORM 5-1  
LONG-TERM DEBT INCURRED  
IN A PRIOR FISCAL YEAR  
(Including Balloon Debt)**

Long-Term Debt Obligation	(a) Date Incurred	(b) Principal Paid During Fiscal Year	(c) Interest Paid During Fiscal Year	(d) Credit Enhancement Premiums Paid in Fiscal Year	(e) Total Paid (columns (b) + (c) + (d))
1	12/01/89	\$500,000	\$0		\$500,000
2	02/01/03	\$0	\$0		\$0
3	09/13/04	\$0	\$24,050		\$24,050
4					\$0
5					\$0
6					\$0
7					\$0
8					\$0
<b>TOTAL:</b>			\$24,050	\$0	\$524,050

*(Transfer this amount to Form 5-3, Line 1)*

**NOTE:** For column (b), do not include voluntary payments made to pay down principal.

**PROVIDER:** Freedom Properties-Hemet, LLC

**FORM 5-2**  
**LONG-TERM DEBT INCURRED**  
**DURING FISCAL YEAR**  
**(Including Balloon Debt)**

	(a) Date Incurred	(b) Total Interest Paid During Fiscal Year	(c) Amount of Most Recent Payment on the Debt	(d) Number of Payments over next 12 months	(e) Reserve Requirement (see instruction 5) (columns (c) x (d))
Long-Term Debt Obligation					
1	10/02/12	\$1,706	\$894	12	\$10,725
2					\$0
3					\$0
4					\$0
5					\$0
6					\$0
7					\$0
8					\$0
<b>TOTAL:</b>		\$1,706	\$894	12	\$10,725

*(Transfer this amount to  
Form 5-3, Line 2)*

**NOTE:** For column (b), do not include voluntary payments made to pay down principal.

**PROVIDER:** Freedom Properties-Hemet, LLC

**FORM 5-3  
CALCULATION OF LONG-TERM DEBT RESERVE AMOUNT**

<b>Line</b>	<b>TOTAL</b>
1 Total from Form 5-1 bottom of Column (e)	\$524,050
2 Total from Form 5-2 bottom of Column (e)	\$10,725
3 Facility leasehold or rental payment paid by provider during fiscal year (including related payments such as lease insurance)	
4 <b>TOTAL AMOUNT REQUIRED FOR LONG-TERM DEBT RESERVE:</b>	<b>\$534,775</b>

**PROVIDER:** Freedom Properties-Hemet, LLC

**FORM 5-4  
CALCULATION OF NET OPERATING EXPENSES**

Line	Amounts	TOTAL
1	Total operating expenses from financial statements	\$9,442,737
2	Deductions:	
a.	Interest paid on long-term debt (see instructions)	\$1,706
b.	Credit enhancement premiums paid for long-term debt (see instructions)	\$0
c.	Depreciation	\$943,970
d.	Amortization	\$0
e.	Revenues received during the fiscal year for services to persons who did not have a continuing care contract	\$4,424,777
f.	Extraordinary expenses approved by the Department	\$0
3	Total Deductions	\$5,370,453
4	Net Operating Expenses	\$4,072,284
5	Divide Line 4 by 365 and enter the result.	\$11,157
6	Multiply Line 5 by 75 and enter the result. This is the provider's operating expense reserve amount.	\$836,771

**PROVIDER:** Freedom Properties-Hemet, LLC  
**COMMUNITY:** The Village

**FORM 5-5  
ANNUAL RESERVE CERTIFICATION**

Provider Name: Freedom Properties-Hemet, LLC  
 Fiscal Year Ended: 12/31/2012

We have reviewed our debt service reserve and operating expense reserve requirements as of, and for the period ended 12/31/2012 and are in compliance with those requirements.

Our liquid reserve requirements, computed using the audited financial statements for the fiscal year 2012 are as follows:

	<u>Amount</u>
[1] Debt Service Reserve Amount	\$34,775
[2] Operating Expense Reserve Amount	\$836,771
[3] <b>Total Liquid Reserve Amount:</b>	<b>\$871,546</b>

Qualifying assets sufficient to fulfill the above requirements are held as follows:

<u>Qualifying Asset Description</u>	<u>Amount</u> (market value at end of quarter)	
	<u>Debt Service Reserve</u>	<u>Operating Reserve</u>
[4] Cash and Cash Equivalents		\$2,003,186
[5] Investment Securities		\$862,524
[6] Equity Securities		
[7] Unused/Available Lines of Credit		\$1,000,000
[8] Unused/Available Letters of Credit		
[9] Debt Service Reserve		(not applicable)
[10] Other:	\$647,999	
Receivables from Residents (see Auditor's Note E) These receivables are amounts due for Healthcare services, secured by the residents' refund from the Master Trust, in turn secured by first trust deed against the Retirement Center of The Village.		
<b>Total Amount of Qualifying Assets Listed for Reserve Obligation: [11]</b>	\$647,999 [12]	\$3,865,710
<b>Reserve Obligation Amount: [13]</b>	\$34,775 [14]	\$836,771
<b>Surplus/(Deficiency): [15]</b>	\$613,224 [16]	\$3,028,939

Signature:

\_\_\_\_\_  
 (Authorized Representative)

Date: 4/25/2013

\_\_\_\_\_  
 Partner/Chief Executive Officer

(Title)

Provider Name: Freedom Properties-Hemet, LLC  
Fiscal Year Ended: 12/31/2012

**DSS - Reserve Report - Part of Form 5-5  
Description of Reserves under SB 1212**

**Total Qualifying Assets as Filed:**

Cash and Cash Equivalents	2,003,186
Line of Credit	1,000,000
Other	647,999
Total Qualifying Assets as Filed	<u>3,651,185</u>

Only drawn when necessary.  
Receivables from Residents (see Auditor's Note D). These receivables are amounts due for Healthcare services, secured by the residents' refund from the Master Trust, in turn secured by first trust deed against the Retirement Center of The Village.

**Reservations and Designations:**

None

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Per Capita Cost of Operations Operating Expenses (Form 5-4 line #1)	9,442,737
Mean # of CCRC Residents (Form 1-1 line #10)	257
Per Capita Cost of Operations	<u>36,814</u>

**FORM 7-1**  
**REPORT ON CCRC MONTHLY SERVICE FEES**

	<u>RESIDENTIAL LIVING</u>	<u>ASSISTED LIVING</u>	<u>SKILLED NURSING</u>
[1] Monthly Service Fees at beginning of reporting period: (indicate range, if applicable)	<u>\$1,469-\$3,202</u>	<u>\$3,700</u>	<u>\$6,266</u>
[2] Indicate percentage of increase in fees imposed during reporting period: (indicate range, if applicable)	<u>2.9%</u>	<u>0.0%</u>	<u>4.37%</u>

Check here if monthly service fees at this community were not increased during the reporting period. (If you checked this box, please skip down to the bottom of this form and specify the names of the provider and community.)

[3] Indicate the date the fee increase was implemented: RC in May, 2012 & HC in February, 2012  
(If more than 1 increase was implemented, indicate the dates for each increase.)

[4] Check each of the appropriate boxes:

- Each fee increase is based on the provider's projected costs, prior year per capita costs, and economic indicators.
- All affected residents were given written notice of this fee increase at least 30 days prior to its implementation.
- At least 30 days prior to the increase in monthly service fees, the designated representative of the provider convened a meeting that all residents were invited to attend.
- At the meeting with residents, the provider discussed and explained the reasons for the increase, the basis for determining the amount of the increase, and the data used for calculating the increase.
- The provider provided residents with at least 14 days advance notice of each meeting held to discuss the fee increases.
- The governing body of the provider, or the designated representative of the provider posted the notice of, and the agenda for, the meeting in a conspicuous place in the community at least 14 days prior to the meeting.

[5] On an attached page, provide a concise explanation for the increase in monthly service fees including the amount of the increase.

PROVIDER: Freedom Properties-Hemet, LLC  
COMMUNITY: The Village, Hemet, California

**FORM 7-1**  
**REPORT ON CCRC MONTHLY SERVICE FEES**  
**Supporting Explanation for Line 5**

Reasons for increase in monthly service fees:

1. Increase in CPI All Consumers from Oct, 2010 thru Oct, 2011 – 2.8%
2. Increase in CPI Health Care from Oct, 2010 thru Oct, 2011 – 4.5%

**PROVIDER:** Freedom Properties-Hemet, LLC  
**COMMUNITY:** The Village, Hemet, California