

**CORECARE III  
DBA: MORNINGSIDES OF FULLERTON**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**YEARS ENDED DECEMBER 31, 2024 AND 2023**



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**CORECARE III  
DBA: MORNINGSIDE OF FULLERTON  
TABLE OF CONTENTS  
YEARS ENDED DECEMBER 31, 2024 AND 2023**

<b>INDEPENDENT AUDITORS' REPORT</b>	<b>1</b>
<b>FINANCIAL STATEMENTS</b>	
<b>BALANCE SHEETS</b>	<b>3</b>
<b>STATEMENTS OF OPERATIONS</b>	<b>5</b>
<b>STATEMENTS OF CHANGES IN PARTNERS' DEFICIT</b>	<b>6</b>
<b>STATEMENTS OF CASH FLOWS</b>	<b>7</b>
<b>NOTES TO FINANCIAL STATEMENTS</b>	<b>9</b>
<b>INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION</b>	<b>20</b>
<b>SUPPLEMENTARY INFORMATION</b>	
<b>(FORM 5-1) LONG-TERM DEBT INCURRED IN A PRIOR FISCAL YEAR</b>	<b>21</b>
<b>WAIVER REQUEST UNDER H&amp;S CODE SECTION 1792.3(c)</b>	<b>23</b>
<b>(FORM 5-2) LONG-TERM DEBT INCURRED DURING FISCAL YEAR</b>	<b>24</b>
<b>(FORM 5-3) CALCULATION OF LONG-TERM DEBT RESERVE AMOUNT</b>	<b>25</b>
<b>(FORM 5-4) CALCULATION OF NET OPERATING EXPENSES</b>	<b>26</b>
<b>(FORM 5-5) ANNUAL RESERVE CERTIFICATION</b>	<b>28</b>
<b>(FORM 7-1) REPORT ON CCRC MONTHLY CARE FEES</b>	<b>31</b>



## INDEPENDENT AUDITORS' REPORT

Partners  
CoreCare III, dba: Morningside of Fullerton  
Fullerton, California

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

#### ***Opinion***

We have audited the accompanying financial statements of CoreCare III, dba: Morningside of Fullerton (a California limited partnership) (the Partnership), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations, changes in partners' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Partnership as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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

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

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

Management is responsible for the preparation and fair presentation of 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.

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

***Auditors' Responsibilities for the Audit of the Financial Statements***

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

In performing an audit in accordance with GAAS, we:

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

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



**CliftonLarsonAllen LLP**

Irvine, California  
April 25, 2025

**CORECARE III  
DBA: MORNINGSIDE OF FULLERTON  
BALANCE SHEETS  
DECEMBER 31, 2024 AND 2023**

<b>ASSETS</b>	2024	2023
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 3,847,299	\$ 2,666,348
Marketable Securities	11,826,562	10,582,175
Accounts Receivable	122,341	118,344
Deferred Entrance Fees Receivable on Terminated Contracts	218,154	424,292
Inventories	98,159	99,944
Prepaid Expenses and Other Current Assets	719,433	671,695
Total Current Assets	16,831,948	14,562,798
<b>PROPERTY AND EQUIPMENT</b>		
Land	7,642,717	7,642,717
Land Improvements	5,805,775	5,805,775
Buildings and Improvements	77,466,968	74,279,756
Furniture, Fixtures, and Equipment	6,550,362	6,162,637
Computer Equipment and Systems	2,787,370	2,674,637
Construction in Progress	3,199,749	2,363,535
Total Property and Equipment, at Cost	103,452,941	98,929,057
Less: Accumulated depreciation	(60,138,731)	(57,109,513)
Property and Equipment, at Net Book Value	43,314,210	41,819,544
<b>OTHER ASSETS</b>		
Accounts Receivable, Long-Term	732,972	640,142
Costs of Acquiring Contracts, Net	1,131,720	1,197,872
Deferred Entrance Fees Receivable	23,571,292	22,786,864
Total Other Assets	25,435,984	24,624,878
Total Assets	\$ 85,582,142	\$ 81,007,220

See accompanying Notes to Financial Statements.

**CORECARE III**  
**DBA: MORNINGSIDE OF FULLERTON**  
**BALANCE SHEETS (CONTINUED)**  
**DECEMBER 31, 2024 AND 2023**

	2024	2023
<b>LIABILITIES AND PARTNERS' DEFICIT</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 648,900	\$ 760,994
Accrued Expenses	764,664	749,950
Deposits on Future Occupancy	2,270,000	2,277,600
Current Portion of Note Payable to Master Trust	4,371,433	4,170,701
Total Current Liabilities	8,054,997	7,959,245
<b>LONG-TERM LIABILITIES</b>		
Note Payable to Master Trust, Net of Current Portion	170,485,877	166,157,309
Deferred Revenue from Unamortized Deferred Entrance Fees, Net	21,871,286	21,666,925
Deposits from Residents	280,191	216,355
Total Long-Term Liabilities	192,637,354	188,040,589
Total Liabilities	200,692,351	195,999,834
<b>PARTNERS' DEFICIT</b>	(115,110,209)	(114,992,614)
Total Liabilities and Partners' Deficit	\$ 85,582,142	\$ 81,007,220

See accompanying Notes to Financial Statements.

**CORECARE III**  
**DBA: MORNINGSIDE OF FULLERTON**  
**STATEMENTS OF OPERATIONS**  
**YEARS ENDED DECEMBER 31, 2024 AND 2023**

	2024	2023
<b>REVENUES</b>		
Resident Services	\$ 30,406,118	\$ 29,218,326
Amortization of Deferred Entrance Fees	4,335,152	4,169,157
Deferred Entrance Fees on Terminated Contracts	1,346,824	1,232,602
Nonresident Services	74,784	89,662
Total Revenues	36,162,878	34,709,747
<b>OPERATING EXPENSES</b>		
Resident Care	8,890,969	8,757,742
Food and Beverage Services	4,363,343	4,318,928
Environmental Services	1,540,584	1,386,295
Plant Facility Operating Costs	4,222,624	4,487,143
General and Administrative Expenses	6,191,933	6,161,573
Depreciation and Amortization	3,283,495	3,182,941
Total Operating Expenses	28,492,948	28,294,622
<b>INCOME FROM OPERATIONS</b>	7,669,930	6,415,125
<b>OTHER INCOME (EXPENSE)</b>		
Net Realized Gain (Loss) on Sale of Marketable Securities	10,229	(42,562)
Net Unrealized Gain on Marketable Securities	827,660	460,708
Interest and Dividend Income	341,586	312,319
Gain on Sale of Property and Equipment	2,000	-
Other Income	31,000	234
Total Other Income	1,212,475	730,699
<b>NET INCOME</b>	<b>\$ 8,882,405</b>	<b>\$ 7,145,824</b>

See accompanying Notes to Financial Statements.

**CORECARE III  
DBA: MORNINGSIDE OF FULLERTON  
STATEMENTS OF CHANGES IN PARTNERS' DEFICIT  
YEARS ENDED DECEMBER 31, 2024 AND 2023**

	General Partner	Limited Partner	Total Partners' Deficit
<b>BALANCE - DECEMBER 31, 2022</b>	\$ (70,853,208)	\$ (38,285,230)	\$ (109,138,438)
Distributions	(7,800,000)	(5,200,000)	(13,000,000)
Net Income	<u>4,287,494</u>	<u>2,858,330</u>	<u>7,145,824</u>
<b>BALANCE - DECEMBER 31, 2023</b>	(74,365,714)	(40,626,900)	(114,992,614)
Distributions	(5,400,000)	(3,600,000)	(9,000,000)
Net Income	<u>5,329,443</u>	<u>3,552,962</u>	<u>8,882,405</u>
<b>BALANCE - DECEMBER 31, 2024</b>	<u><u>\$ (74,436,271)</u></u>	<u><u>\$ (40,673,938)</u></u>	<u><u>\$ (115,110,209)</u></u>

See accompanying Notes to Financial Statements.



**CORECARE III  
DBA: MORNINGSIDE OF FULLERTON  
STATEMENTS OF CASH FLOWS  
YEARS ENDED DECEMBER 31, 2024 AND 2023**

	2024	2023
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash Received from Residents	\$ 35,673,575	\$ 35,083,068
Interest and Dividend Income	341,586	312,319
Reimbursements for Services to Nonresidents	74,784	89,662
Other Income	31,000	234
Cash Paid to Suppliers and Employees	(25,537,768)	(25,454,266)
Net Cash and Cash Equivalents Provided by Operating Activities	10,583,177	10,031,017
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Payments Made on Purchases of Property and Equipment	(4,523,884)	(3,221,632)
Proceeds from Sale of Property and Equipment	2,000	-
Purchases of Marketable Securities	(480,444)	(851,658)
Proceeds from Redemption of Marketable Securities	70,802	44,860
Net Cash and Cash Equivalents Used by Investing Activities	(4,931,526)	(4,028,430)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from Note Payable to Master Trust	8,700,001	11,400,000
Payments on Note Payable to Master Trust	(4,170,701)	(4,587,899)
Distributions to Partners	(9,000,000)	(13,000,000)
Net Cash and Cash Equivalents Used by Financing Activities	(4,470,700)	(6,187,899)
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	1,180,951	(185,312)
Cash and Cash Equivalents - Beginning of Year	2,666,348	2,851,660
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	\$ 3,847,299	\$ 2,666,348

See accompanying Notes to Financial Statements.

**CORECARE III**  
**DBA: MORNINGSIDE OF FULLERTON**  
**STATEMENTS OF CASH FLOWS (CONTINUED)**  
**YEARS ENDED DECEMBER 31, 2024 AND 2023**

	2024	2023
<b>RECONCILIATION OF NET INCOME TO NET CASH AND CASH EQUIVALENTS PROVIDED BY OPERATING ACTIVITIES</b>		
Net Income	\$ 8,882,405	\$ 7,145,824
Noncash Items Included in Net Income:		
Depreciation	3,029,218	2,951,628
Amortization of Costs of Acquiring Contracts	254,277	231,313
Amortization of Deferred Entrance Fees	(4,335,152)	(4,169,157)
Deferred Entrance Fees on Terminated Contracts	(1,346,824)	(1,232,602)
Gain on Sale of Property and Equipment	(2,000)	-
Net Realized (Gain) Loss on Sale of Marketable Securities	(10,229)	42,562
Net Unrealized Gain on Marketable Securities	(827,660)	(460,708)
Changes in:		
Accounts Receivable	(96,827)	(45,040)
Deferred Entrance Fees Receivable on Terminated Contracts	206,138	(126,618)
Inventories	1,785	(75,244)
Prepaid Expenses and Other Current Assets	(44,595)	(21,547)
Temporary Loans to Master Trust	-	500,000
Costs of Acquiring Contracts	(188,125)	(214,924)
Deferred Entrance Fees Receivable	5,101,910	5,622,972
Accounts Payable	(112,094)	(75,433)
Accrued Expenses	14,714	44,563
Deposits on Future Occupancy	(7,600)	(145,500)
Deposits from Residents	63,836	58,928
Net Cash and Cash Equivalents Provided by Operating Activities	\$ 10,583,177	\$ 10,031,017
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
Deferred Entrance Fees Receivable and Deferred Revenue from Unamortized Deferred Entrance Fees Recorded to Reflect Additional Amounts Due From Resident Contributions	\$ 5,886,337	\$ 5,718,148

See accompanying Notes to Financial Statements.

**CORECARE III  
DBA: MORNINGSIDE OF FULLERTON  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2024 AND 2023**

**NOTE 1 NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Business**

CoreCare III, dba: Morningside of Fullerton (the Partnership), owns and operates a multiuse continuing care retirement community (CCRC) located in Fullerton, California. The Partnership operates under the continuing care concept whereby residents enter into agreements that require payment of a onetime entrance fee and a monthly charge. Generally, these payments will entitle residents to the use and privileges of the facility for life.

Profits and losses for financial statement purposes, distributable cash from operations, and profits and losses for tax purposes are allocated and distributed to the partners in accordance with the Partnership Agreement. The Partnership Agreement also provides for priority distributions, plus an allowance for interest.

**Basis of Presentation**

The accompanying financial statements are presented using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). References to the "ASC" hereafter refer to the Accounting Standards Codification established by the Financial Accounting Standards Board (FASB) as the source of authoritative U.S. GAAP.

**Cash and Cash Equivalents**

For purposes of the statements of cash flows, cash and cash equivalents include the operating cash account of the Partnership, money market accounts, time deposits, certificates of deposit, and all highly liquid debt instruments with maturities of three months or less.

**Marketable Securities**

The Partnership accounts for its investments in equity securities in accordance with FASB ASC 321-10, *Investments – Equity Securities*. Marketable securities held by the Partnership have readily determinable fair values and are reported at fair value, with realized and unrealized gains and losses included in earnings. Any dividends received are recorded in interest income.

**Accounts Receivable**

Accounts receivable consist of amounts due from residents for which the Partnership has an unconditional right to receive payment and are primarily composed of receivables for monthly service fees and other ancillary services, as well as amounts due from residents for obligations related to independent unit renovations and deferred entrance fees on canceled contracts.

**CORECARE III  
DBA: MORNINGSIDE OF FULLERTON  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2024 AND 2023**

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

**Accounts Receivable (Continued)**

Receivables for monthly service fees are primarily due upon receipt of invoice, and they are reviewed weekly and are considered past due 14 days after the issuance of monthly statements. Accounts for which no payments have been received for 30 days are considered delinquent, and customary collection efforts are initiated. Uncollectible accounts are written off at the advice of a collection attorney and with the approval of ownership. Receivables for resident obligations are generally collected upon cancellation of contracts, which is estimated to occur long term.

The Partnership provides an allowance for credit losses, as needed, to present the net amount of accounts receivable expected to be collected. The allowance represents the estimate of expected credit losses based on historical experience, current economic conditions, and certain forward-looking information. No allowance was necessary at December 31, 2024 and 2023.

**Inventories**

Inventories consist of food and supplies used in operations and are stated at the lower of cost or net realizable value on a first-in, first-out basis.

**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 the estimated useful lives of the respective assets. Depreciation for property and equipment is computed on the straight-line method for book purposes.

The estimated useful lives of the related assets are as follows:

Land Improvements	15 to 20 Years
Buildings and Improvements	10 to 40 Years
Furniture, Fixtures, and Equipment	5 to 10 Years
Computer Equipment and Systems	3 to 5 Years

Depreciation expense for the years ended December 31, 2024 and 2023, totaled \$3,029,218 and \$2,951,628, respectively. At December 31, 2024 and 2023, fully depreciated property and equipment still in use totaled \$9,033,445 and \$8,497,855, respectively.

**Long-Lived Assets**

The Partnership accounts for impairment and disposition of long-lived assets in accordance with FASB 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 amounts. There was no impairment of value of such assets for the years ended December 31, 2024 and 2023.

**CORECARE III  
DBA: MORNINGSIDE OF FULLERTON  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2024 AND 2023**

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

**Revenue Recognition from Contracts with Customers**

The Partnership recognizes revenue for residency in accordance with the provisions of FASB ASC 606, *Revenue from Contracts with Customers (Topic 606)*. The Partnership enters into continuing care residency contracts with its customers. The form of the agreement is in conformity with the statutes of the State of California Department of Social Services Continuing Care Contracts Branch. Prior to actual occupancy by the resident, a contribution is required to be deposited with the Master Trust (as defined in Note 4) pursuant to a Residence and Care Agreement (the Residence Agreement). The provisions of the Residence Agreement include, but are not limited to, such items as the unit to be occupied, initial monthly fee, amount of contribution to the Master Trust, and methods of cancellation and refunds or contingent repayments subject to resale of the units. Generally, the Partnership is deemed to have Type A life care contracts that are all-inclusive continuing care contracts that include residential facilities, other amenities, and access to health care services, primarily assisted living and nursing care. Type A contracts are deemed to have one performance obligation - to provide each resident the ability to live in the CCRC and access the appropriate level of care based on his or her needs. A Type A contract also allows a resident the ability to cancel the Residence Agreement at any time, and thus, because of this provision, the resident agreement for a Type A life care CCRC resident is generally deemed to be a monthly contract with the option to renew.

**Contract Revenues**

The following is a description of the services provided and the accounting policies related to the contracted services.

*Entrance Fees* – The contract provides a material right to occupy an appropriate-level living unit for life and to receive certain services for which residents are required to pay an entrance fee. Generally, the entrance fee is payable on or before occupancy by the resident. Residents may cancel their Residence Agreement at any time, and, upon cancellation, the contribution received will be repayable under the following terms and conditions:

- (1) 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 Partnership 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 Partnership may deduct from the contribution amount a reasonable fee to cover costs and any charges incurred but not paid.

**CORECARE III  
DBA: MORNINGSIDE OF FULLERTON  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2024 AND 2023**

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

**Revenue Recognition from Contracts with Customers (Continued)**

Contract Revenues (Continued)

- (2) Cancellation After 90 Days – A resident may cancel his or her agreement at any time after the trial residence period for any reason by giving the Partnership 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 Partnership 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 Residence Agreement.

Further, upon termination of the Residence Agreement, the resident or his or her estate will be entitled to a repayment of the contribution less a predetermined percentage and any charges incurred but not paid, as determined by the terms and conditions of the individual agreements. In addition, upon termination of the Residence Agreement after the probationary period of 90 days, the Partnership may be entitled to a Deferred Entrance Fee (a percentage of the resident's contribution amount), as defined in each resident's Residence Agreement.

*Resident Fees* – Resident living service fees, which are for basic support services, are paid on a monthly basis. Monthly fees are established at the inception of occupancy and may be increased by the Partnership with appropriate notice as specified in the individual agreements, generally based on increases in operating costs or inflationary increases. Revenue for resident fees is recognized as the Partnership satisfies the performance obligation, which is monthly.

*Nonresident Services* – Nonresident services are revenues recognized at a point in time primarily for nonresident guest meals and short-term guest accommodations.

Contract Assets and Contract Liabilities

The following are assets and liabilities resulting from contracts with customers:

*Deferred Entrance Fees Receivable on Terminated Contracts* – Deferred entrance fees receivable on terminated contracts represent the portion of the entrance fees that are payable to the Company following the current year terminations of Residence Agreements, based on the specific terms of each resident contract, which are currently due from the Master Trust (see Note 4).

*Deferred Entrance Fees Receivable* – Deferred entrance fees receivable represent that portion of the entrance fees that would be payable to the Partnership upon termination of the existing Residence Agreements, based on the specific terms of each resident contract, which are due from the Master Trust (see Note 4).

**CORECARE III  
DBA: MORNINGSIDE OF FULLERTON  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2024 AND 2023**

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

**Revenue Recognition from Contracts with Customers (Continued)**

Contract Assets and Contract Liabilities (Continued)

*Deposits on Future Occupancy* – Deposits on future occupancy represent deposits on future contracts from prospective residents that are fully refundable upon demand.

*Deferred Revenue from Unamortized Entrance Fees* – Deferred revenue from unamortized entrance fees represents the total amount of the entrance fees that has become nonrepayable to the residents, based on the specific terms of each resident contract, which is recorded as deferred revenue from entrance fees and is amortized to income over time using the straight-line method over the remaining life expectancy of the resident. The period of amortization is adjusted annually based on the actuarially determined estimated remaining life expectancy of each individual or joint and last survivor life expectancy of each pair of residents occupying the same unit.

*Deposits from Residents* – Deposits from residents represent deposits to cover potential refurbishments costs from residents who enter under 0% repayable contracts.

Costs of Acquiring Contracts

*Costs of Acquiring Contracts* – Costs of acquiring contracts are the unamortized incremental costs of acquiring contracts, which primarily consist of commissions paid to salespeople. These assets are amortized on a straight-line basis over the duration of the contract. During the years ended December 31, 2024 and 2023, the Partnership recognized amortization expense of these assets totaling \$254,277 and \$231,313, respectively.

**Income Taxes**

The Partnership is not taxed on its income. The taxable income or loss is recognized on the individual income tax returns of the partners.

**Advertising and Promotional Costs**

Advertising and promotional costs are charged to operations when incurred. For the years ended December 31, 2024 and 2023, advertising and promotional costs totaled \$678,225 and \$805,041, respectively, and are included in general and administrative expenses in the accompanying statements of operations.

**Use of Estimates**

The process of preparing financial statements in accordance with U.S. GAAP 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.

**CORECARE III**  
**DBA: MORNINGSIDE OF FULLERTON**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 2 REVENUE FROM CONTRACTS WITH CUSTOMERS**

The following table presents the Partnership's revenue disaggregated by service for the years ended December 31:

	<u>2024</u>	<u>2023</u>
Revenue from Contracts with Customers:		
Entrance Fees, Amortized and on Terminated Contracts (Over Time)	\$ 5,681,976	\$ 5,401,759
Monthly Resident Fees and Ancillary Charges (Over Time)	30,406,118	29,218,326
Nonresident Services (Point in Time)	74,784	89,662
Total Revenue from Contracts with Customers	<u>\$ 36,162,878</u>	<u>\$ 34,709,747</u>

The beginning and end of year balances of the Partnership's various contract-related balances were as follows:

	<u>December 31, 2022</u>	<u>December 31, 2023</u>	<u>December 31, 2024</u>
Accounts Receivable	<u>\$ 713,446</u>	<u>\$ 758,486</u>	<u>\$ 855,313</u>
Deferred Entrance Fees Receivable on Terminated Contracts	<u>\$ 297,674</u>	<u>\$ 424,292</u>	<u>\$ 218,154</u>
Costs of Acquiring Contracts	<u>\$ 1,214,261</u>	<u>\$ 1,197,872</u>	<u>\$ 1,131,720</u>
Deferred Entrance Fees Receivable	<u>\$ 22,691,688</u>	<u>\$ 22,786,864</u>	<u>\$ 23,571,292</u>
Deposits on Future Occupancy	<u>\$ 2,423,100</u>	<u>\$ 2,277,600</u>	<u>\$ 2,270,000</u>
Deferred Revenue from Unamortized Entrance Fees	<u>\$ 21,350,536</u>	<u>\$ 21,666,925</u>	<u>\$ 21,871,286</u>
Deposits from Residents	<u>\$ 157,427</u>	<u>\$ 216,355</u>	<u>\$ 280,191</u>



**CORECARE III**  
**DBA: MORNINGSIDE OF FULLERTON**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 3 CONCENTRATIONS, RISKS, AND UNCERTAINTIES**

The Partnership maintains cash balances with one financial institution. At December 31, 2024 and 2023, accounts at this institution are insured by the Federal Deposit Insurance Corporation (FDIC) for up to \$250,000. The Partnership's deposits in these financial institutions at times exceeded the amount insured by the FDIC. The risk is managed by maintaining deposits in high-quality financial institutions.

At December 31, 2024 and 2023, the Partnership also maintains its money market funds and investments in equity securities at brokerage firms that are not FDIC insured. The firms are insured by the Securities Investor Protection Corporation for up to \$500,000.

**NOTE 4 NOTE PAYABLE TO MASTER TRUST AND TRUST AGREEMENT**

The Morningside of Fullerton Master Trust (the Master Trust) was established to provide protection to the residents of the community by providing them with a vehicle through which they obtain a secured interest in the real property of the Partnership. New residents join in and become grantors under the trust agreement. At December 31, 2024 and 2023, the balance outstanding on the Master Trust note payable was \$174,857,310 and \$170,328,010, respectively.

A contribution amount, as specified in the Residence Agreement, is made to the Master Trust by the grantor (see Note 1). The trustee of the Master Trust is directed to invest virtually all of the funds in the form of an interest-free loan to the Partnership. The loan, which currently may not exceed \$205,000,000, is secured by the following:

- (1) A first priority deed of trust on the Partnership's real property and improvements thereon.
- (2) Security agreement creating a first security interest in the Partnership's current and hereafter acquired equity in all the improvements, fixtures, personal property, and intangible property associated and used in connection with the real property described in the deed of trust.
- (3) First priority assignment of contracts including, but not limited to, any residence and care agreement and any management agreement entered into in conjunction with the operation of Morningside of Fullerton.

**CORECARE III  
DBA: MORNINGSIDE OF FULLERTON  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2024 AND 2023**

**NOTE 4 NOTE PAYABLE TO MASTER TRUST AND TRUST AGREEMENT (CONTINUED)**

The security also includes any income generated from and any insurance proceeds recovered from the loss of any property serving as collateral for this loan.

Repayments of principal will be made in annual amounts for a period of 40 years with a final payment due December 31, 2050. Each annual payment or series of payments made during the year shall be equal to or greater than the amount of principal advanced on December 15 next preceding the payment due date divided by 40 years. The next scheduled principal payment of \$4,371,433 was paid in January 2025.

Principal payments of the current outstanding Master Trust loan are estimated to mature as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2025	\$ 4,371,433
2026	4,262,147
2027	4,155,593
2028	4,051,703
2029	3,950,411
Thereafter	154,066,023
Total	<u>\$ 174,857,310</u>

In addition to the annual principal payment, the Partnership provides the Master Trust temporary loans to fund grantor distributions when necessary. These temporary loans are refunded to the Partnership upon subsequent sale of a unit or when the Master Trust has excess liquidity.

**NOTE 5 COMMITMENTS AND CONTINGENCIES**

**Obligation to Provide Future Services**

The Partnership 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 present value of monthly service fees and the unamortized deferred revenue from deferred entrance fees. If the present value of the net cost of future services and use of facilities exceeds the monthly service fees and deferred revenue from deferred entrance fees, a liability is recorded. Using a discount rate of 5.5% at both December 31, 2024 and 2023, the anticipated revenues are estimated to exceed the cost of future services for both years and, therefore, no liability was accrued.

**CORECARE III**  
**DBA: MORNINGSIDE OF FULLERTON**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 5 COMMITMENTS AND CONTINGENCIES (CONTINUED)**

**Reservations and Designations**

At December 31, 2024 and 2023, the Partnership maintains cash reserves in the amount of \$5,164,650 and \$5,141,511, respectively, for operating expense contingencies in accordance with the requirements of the California Health and Safety Code under the State of California Department of Social Services. These reserves are included in cash and cash equivalents and marketable securities in the accompanying balance sheets.

**Litigation**

The Partnership 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 6 RELATED-PARTY TRANSACTIONS**

Pursuant to the provisions of FASB ASU 2018-17, *Consolidation (Topic 810)*, the Partnership has elected to not apply variable interest entity guidance to legal entities under common control. The Partnership is not aware of any exposure to loss as a result of its involvement with these entities.

At December 31, 2024 and 2023, the Partnership has a formal service agreement with a related company concerning the provision of administrative and operational oversight services, including use of brand, transaction processing, and benefit and insurance administration, among others. The service agreement calls for annual service fees payable in equal monthly installments, and the agreement renews annually unless canceled. For the years ended December 31, 2024 and 2023, service fees paid under this agreement totaled \$698,820 and \$676,663, respectively. The service agreement also provides for additional fees for supplemental services and out-of-pocket expenses, as needed. For the years ended December 31, 2024 and 2023, the additional fees paid under this agreement totaled \$390,613 and \$385,625, respectively. Furthermore, the service agreement also provides for insurance premiums to be paid to a related company. Insurance premiums paid under this agreement for the years ended December 31, 2024 and 2023, totaled \$228,950 and \$270,394, respectively.

During the years ended December 31, 2024 and 2023, the Partnership paid \$450,000 annually to the partners for consulting services rendered and administrative expenses incurred to carry out its responsibilities. These expenses are included in general and administrative expenses in the accompanying statements of operations.

**CORECARE III**  
**DBA: MORNINGSIDE OF FULLERTON**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 6 RELATED-PARTY TRANSACTIONS (CONTINUED)**

The Partnership has entered into a ground lease agreement with CoreCare V, an affiliated entity, which continues through December 2090. The premises covered by this agreement are the land on which CoreCare V is located. Any failure by CoreCare V to perform under the ground lease agreement or the agreement for purchased health care would permit the Partnership to take ownership of CoreCare V's buildings and equipment and cancel the ground lease.

The Partnership has an agreement for purchased health care costs with CoreCare V. The health care costs paid to this entity during the years ended December 31, 2024 and 2023, were \$7,915,049 and \$7,790,477, respectively, and are included in resident care expenses in the accompanying statements of operations. In addition, the Partnership had payables for accrued health care costs totaling \$251,498 and \$295,653 at December 31, 2024 and 2023, respectively, which are included in accounts payable in the accompanying balance sheets.

**NOTE 7 EMPLOYEE BENEFIT PLAN**

The Partnership sponsors a qualified 401(k) plan (the Plan) for all eligible employees. Employees may contribute up to 80% of their yearly compensation for up to the maximum amount prescribed by law. The Partnership makes a safe harbor matching contribution equal to 100% of the first 3% of the participant's compensation and 50% of the next 2% of the participant's compensation, which is deferred as an elective deferral. For the years ended December 31, 2024 and 2023, employer contributions to the Plan totaled \$164,833 and \$138,264, respectively, which have been included in operating expenses in the accompanying statements of operations.

**NOTE 8 FAIR VALUE MEASUREMENTS**

FASB ASC 820-10 defines fair value, establishes a framework for measuring fair value, and requires enhanced disclosures about fair value measurements. FASB ASC 820 establishes a three-level valuation hierarchy for disclosure of fair value measurements. The valuation hierarchy is based upon the transparency of inputs in the valuation of an asset as of the measurement date.

The three levels are defined as follows:

*Level 1* – Quoted market prices in active markets for identical assets or liabilities.

*Level 2* – Valuations based on quoted prices in markets that are not active or for which all significant inputs are observable, either directly or indirectly.

*Level 3* – Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

**CORECARE III**  
**DBA: MORNINGSIDE OF FULLERTON**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024 AND 2023**

**NOTE 8 FAIR VALUE MEASUREMENTS (CONTINUED)**

Fair value is a market-based measurement considered from the perspective of a market participant rather than an entity-specific measurement. Therefore, even when market assumptions are not readily available, the Partnership's own assumptions are set to reflect those that market participants would use in pricing the asset or liability at the measurement date.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

The following table provides fair value measurement for financial assets measured at fair value on a recurring basis as of December 31, 2024:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Equities:			
Large Value	\$ 8,715,065	\$ -	\$ -
Large Growth	394,980	-	-
Large Core	1,502,708	-	-
Mid Value	161,188	-	-
Mid Core	1,052,621	-	-
Total Assets at Fair Value	<u>\$ 11,826,562</u>	<u>\$ -</u>	<u>\$ -</u>

The following table provides fair value measurement for financial assets measured at fair value on a recurring basis as of December 31, 2023:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Equities:			
Large Value	\$ 7,729,792	\$ -	\$ -
Large Growth	233,608	-	-
Large Core	1,480,668	-	-
Mid Value	189,937	-	-
Mid Core	948,170	-	-
Total Assets at Fair Value	<u>\$ 10,582,175</u>	<u>\$ -</u>	<u>\$ -</u>

Certain reclassifications have been made to the 2023 fair value measurement disclosure above to conform to the current-year presentation.

**NOTE 9 SUBSEQUENT EVENTS**

Events occurring after December 31, 2024, have been evaluated for possible adjustment to the financial statements or disclosure as of April 25, 2025, which is the date the financial statements were available to be issued. There were no adjustments to the financial statements or additional disclosures as a result of this evaluation.



## INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

### Partners

CoreCare III, dba: Morningside of Fullerton  
Fullerton, California

We have audited the financial statements of CoreCare III, dba: Morningside of Fullerton (the Partnership) as of and for the year ended December 31, 2024, and our report thereon dated April 25, 2025, which expressed an unqualified opinion on those financial statements, appears on pages 1 and 2. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The 2024 schedules of Form 5-1 through Form 5-5 and Form 7-1 are 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 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

This report is intended solely for the information and use of the partners and management of the Partnership and for filing with the State of California Department of Social Services and is not intended to be, and should not be, used by anyone other than those specified parties. However, this report is a matter of public record, and its distribution is not limited.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

Irvine, California  
April 25, 2025

**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	3/6/1991	\$0	\$0	\$0	\$0
2					
3					
4					
5					
6					
7					
8					
<b>TOTAL:</b>			\$0	\$0	\$0

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

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

**PROVIDER:** CoreCare III

**FORM 5-1**  
**LONG-TERM DEBT INCURRED IN A PRIOR FISCAL PERIOD**  
**Supporting Calculation for Line 1(b)**

Line 1(b) Debt Service Reserve is waived as per the attached letter.

PROVIDER: CoreCare III  
COMMUNITY: Morningside of Fullerton



**DEPARTMENT OF SOCIAL SERVICES**

144 P Street, MS 10-90, Sacramento, California 95814



July 30, 2003

Mr. E. Justin Wilson III  
Executive Vice President  
CoreCare III  
800 Morningside Drive  
Fullerton, California 92835

Re: Waiver Request under H&S Code Section 1792.3(c)

Dear Mr. Wilson:

The Department of Social Services has reviewed your request that it waive the long term debt reserve requirement as it applies to the debt held by the Morningside of Fullerton Master Trust (the "Trust"). Your request on behalf of CoreCare III is made on the basis of the provisions in Health & Safety Code section 1792.3(c).

Based on our review of your request and the information in our files, the Department has granted your request. As a result, CoreCare III need not include the debt owed to the Trust in the annual calculation of its debt service reserve. This waiver remains effective until the Department, in its discretion, determines that it is terminated. Please include a copy of this letter with CoreCare III's future annual reserve reports.

If you have any questions, please contact me at (916) 657-2592.

Respectfully,

A handwritten signature in black ink that reads "Ben Parlington".

Ben Parlington, Chief  
Continuing Care Contracts Branch  
Department of Social Services

**FORM 5-2: LONG-TERM DEBT INCURRED DURING FISCAL YEAR (INCLUDING BALLOON DEBT)**

Long-Term Debt Obligation	(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 Part 5) (columns (c) x (d))
1					
2					
3					
4					
5					
6					
7					
8					
<b>TOTAL:</b>		\$0	\$0	\$0	\$0

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

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

**PROVIDER:** CoreCare III

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

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Line	TOTAL
1	\$0
2	\$0
3	\$0
4	<b>TOTAL AMOUNT REQUIRED FOR LONG-TERM DEBT RESERVE: \$0</b>

---

**PROVIDER:** CoreCare III

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

Line	Description	Amounts	TOTAL
1	Total operating expenses from financial statements		\$28,492,948
2	Deductions:		
a.	Interest paid on long-term debt (see instructions)	\$0	
b.	Credit enhancement premiums paid for long-term debt (see instructions)	\$0	
c.	Depreciation	\$3,029,218	
d.	Amortization	\$254,277	
e.	Revenues received during the fiscal year for services to persons who did not have a continuing care contract	\$74,784	
f.	Extraordinary expenses approved by the Department	\$0	
3	Total Deductions		\$3,358,279
4	Net Operating Expenses		\$25,134,669
5	Divide Line 4 by 365 and enter the result		\$68,862
6	Multiply Line 5 by 75 and enter the result. This is the provider's operating expense reserve amount		\$5,164,650

**PROVIDER:** CoreCare III  
**COMMUNITY:** Morningside of Fullerton

**FORM 5-4**  
**CALCULATION OF NET OPERATING EXPENSES**  
**Supporting Explanation for Line 2e**

Line 2e is made up of the following lines from the audited statement of cash flows:

Reimbursements for services to non-residents \$ 74,784

Categories included in the above revenues:

\$	24,261	Guest Meals
	(8,736)	Employee Meals
	10,623	Catering
	<u>48,636</u>	Guest Room
\$	<u>74,784</u>	

**PROVIDER:** CoreCare III

**COMMUNITY:** Morningside of Fullerton

**FORM 5-5: ANNUAL RESERVE CERTIFICATION**

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Provider Name: CoreCare III

Fiscal Year Ended: 12/31/2024

We have reviewed our debt service reserve and operating expense reserve requirements as of, and for the period ended. 12/31/2024

and are in compliance with those requirements. Our liquid reserve requirements, computed using the audited financial statements for the fiscal year are as follows:

	<u>Amount</u>
[1] Debt Service Reserve Amount	\$0
[2] Operating Expense Reserve Amount	\$5,164,650
<b>[3] Total Liquid Reserve Amount:</b>	<u>\$5,164,650</u>

Qualifying assets sufficient to fulfill the operating reserve and debt service requirements, based on market value at end of fiscal year were applicable, are held as follows:

<u>Qualifying Asset Description</u>	<u>Debt Service Reserve</u>	<u>Operating Reserve</u>
[4] Cash and Cash Equivalents		\$3,847,299
[5] Investment Securities		\$11,826,562
[6] Equity Securities		
[7] Unused/Available Lines of Credit		
[8] Unused/Available Letters of Credit		
[9] Debt Service Reserve		(not applicable)
[10] Other:		

Qualifying assets used in these reserves are described as follow:

\_\_\_\_\_  
 \_\_\_\_\_

Total Amount of Qualifying Assests

Listed for Reserve Obligation: [11] \_\_\_\_\_ [12] \$15,673,861

Reserve Obligation Amount: [13] \_\_\_\_\_ [14] \$5,164,650

Surplus/(Deficiency): [15] \_\_\_\_\_ [16] \$10,509,211

Signature:

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

Date: 4-22-25

Chief Executive Officer \_\_\_\_\_  
(Title)

**FORM 5-5**  
**Description of Reserves Under SB 1212**

**Total Qualifying Assets as Filed:**

Cash and Cash Equivalents	\$	3,847,299
Investment Securities	\$	11,826,562
Total Qualifying Assets as Filed	\$	15,673,861

**Reservations and Designations:**

Reserved for Debt Service	\$	-
Reserved for Operating Expenses	\$	5,164,650
Total Reservations and Designations	\$	5,164,650
Remaining Liquid Reserves	\$	10,509,211

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**Per Capita Cost of Operations**

		12 Months Ending <u>12/31/2024</u>
Operating Expenses (Form 5-4 line #1)	\$	28,492,948
Mean # of CCRC Residents (Form 1-1 line 10)		463.5
Per Capita Cost of Operations	\$	61,473

**NOTE: Operating expenses shown above are for the period of January 1, 2024 to December 31, 2024**

**PROVIDER:** CoreCare III  
**COMMUNITY:** Morningside of Fullerton



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

	RESIDENTIAL LIVING	ASSISTED LIVING	MEMORY CARE	SKILLED NURSING
1. Monthly Care Fees at beginning of reporting period: (indicate range, if applicable)	<u>4,298-8,379</u>	_____	_____	_____
2. Indicate percentage of increase in fees imposed during reporting period: (indicate range, if applicable)	<u>4.95%</u>	_____	_____	_____
<input type="checkbox"/> Check here if monthly care fees at this community were <u>not</u> 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: <u>January 1, 2024</u> (If more than one (1) increase was implemented, indicate the dates for each increase.)				
4. Check each of the appropriate boxes:				
<input checked="" type="checkbox"/> Each fee increase is based on the Provider's projected costs, prior year per capita costs, and economic indicators.				
<input checked="" type="checkbox"/> All affected residents were given written notice of this fee increase at least 30 days prior to its implementation. <b>Date of Notice:</b> <u>November 13, 2023</u> <b>Method of Notice:</b> <u>Letters</u>				
<input checked="" type="checkbox"/> At least 30 days prior to the increase in fees, the designated representative of the Provider convened a meeting that all residents were invited to attend. <b>Date of Meeting:</b> <u>November 27, 2023</u>				
<input checked="" type="checkbox"/> 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.				
<input checked="" type="checkbox"/> The Provider distributed the documents to all residents by [Optional - check all that apply]:				
<input type="checkbox"/> Emailed the documents to those residents for whom the provider had email addresses on file				
<input checked="" type="checkbox"/> Placed hard copies in resident cubby				
<input checked="" type="checkbox"/> Placed hard copies at designated locations				
<input checked="" type="checkbox"/> Provided hard copies to residents upon request, and/or				
<input checked="" type="checkbox"/> Other: [please describe] <u>Mailed to families</u>				
<input checked="" type="checkbox"/> <b>Date of Notice:</b> <u>November 13, 2023</u>				

The Provider provided residents with at least 14 days advance notice of each meeting held to discuss the fee increases.  
**Date of Notice:** November 13, 2023

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.  
**Date of Posting:** November 13, 2023 **Location of Posting:** Touch Town and monitors in lobby

Providers evaluated the effectiveness of consultations during the annual budget planning process at a minimum of every two years by the continuing care retirement community administration. The evaluation, including any policies adopted relating to cooperation with residents was made available to the resident association or its governing body, or, if neither exists, to a committee of residents at least 14 days prior to the next semiannual meeting of residents and the Provider's governing body and posted a copy of that evaluation in a conspicuous location at each facility.  
**Date of Posting:** November 13, 2023 **Location of Posting:** Touch Town and monitors in lobby

5. On an attached page, provide a detailed explanation for the increase in monthly care fees including the amount of the increase and compliance with the Health and Safety Code.

**PROVIDER:** CoreCare III **COMMUNITY:** Morningside of Fullerton

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

The monthly fee increase for 2024 is reflected at 4.95%. The cost drivers for this increase are: wage adjustments of 5.84%; management fees and purchased health care (driven by 6.47% increase in cost). These figures were arrived at by using economic indicators and estimating future cost increases, which information was derived from suppliers, government mandate, and industry periodicals. The budgeted NOI, which is basically flat with the prior year's budget, does not include capital expenditures, which are estimated at \$2.8 million. Economic indicators driving these capital projects include the updating of residences that turnover in order to keep current with market expectations. Other capital projects include movie theatre, employee breakroom, heat pump replacement, resident unit wireless and various other projects. These projects, and future projects that economic indicators may require, will be paid from future cash flow. NOI surplus will also be used as a return to owners for the risk of operating the community.

**FORM 7-1 ATTACHMENT  
MONTHLY CARE FEE INCREASE  
Annual Reporting Fiscal Year 2024**

<b>Line</b>	<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
1	F/Y 2022 Operating Expenses (less depreciation and amortization)	\$ (23,616,588)		
2	F/Y 2023 Operating Expenses (less depreciation and amortization)		\$ (25,111,681)	
3	Projected F/Y 2024 Results of Operations (budgeted expenses)			\$ (26,189,941)
4	F/Y 2024 Anticipated MCF Revenue Based on Current and Projected Occupancy and Other WITHOUT MCFI			\$ 29,909,321
5	Projected F/Y 2024 (Net) Operating Results without MCFI (Line 3 plus Line 4)			\$ 3,719,381
6	Projected F/Y 2024 Anticipated Revenue Based on Current and Projected Occupancy and Other with MCFI			\$ 31,389,833
7	Grand Total - Projected FY 2024 Net Operating Activity After 4.95% MCFI (Line 3 plus Line 6)			\$ 5,199,892
<b>Monthly Care Fee Increase</b>				<b>4.95%</b>

**Adjustment Explained:**

Non-cash expenses of depreciation and amortization have been removed for all fiscal years presented.

F/Y 2023 to 2024

Minimum wage and market rate adjustments represents 5.84% increase year over year

Property insurance increased by 22%

Other insurances increased by 11.2%

Purchased health care increased by 6.47%



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