



Well•Spring Retirement Community, Inc.
dba

Well•Spring, A Life Plan Community
4100 Well Spring Drive
Greensboro, NC 27410
(336) 545-5400

DISCLOSURE STATEMENT

June 1, 2019

**IN ACCORDANCE WITH CHAPTER 58, ARTICLE 64 OF THE
NORTH CAROLINA GENERAL STATUTES:**

- This Disclosure Statement may be delivered until revised, but not after October 29, 2020.
- Delivery of this Disclosure Statement to a contracting party before execution of a contract for continuing care is required.
- This Disclosure Statement has not been reviewed or approved by any government agency or representative to endure accuracy or completeness of the information set out.

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INTRODUCTION

Well•Spring, A Life Plan Community, Inc. (“Well•Spring”) owns a continuing care retirement facility located in Greensboro, North Carolina, which offers its Residents use of an independent living unit (“Living Unit” or “Independent Living Unit”) and/or care in the on-site Health Center and Resident Clinic in accordance with the terms of the Resident agreements described below.

The purpose of this Disclosure Statement is to make disclosures required by North Carolina law and to furnish information to prospective Residents, their families and their advisors concerning the ownership and operation of Well•Spring Community.

ORGANIZATION, OWNERSHIP AND MANAGEMENT OF WELL•SPRING, A LIFE PLAN COMMUNITY

Well•Spring, A Life Plan Community

Well•Spring was chartered on February 28, 1986 as a non-stock, non-profit North Carolina corporation to construct and operate a Lifecare retirement community in the City of Greensboro, North Carolina. The business address of Well•Spring is 4100 Well Spring Drive, Greensboro, North Carolina 27410. Well•Spring began operation of its newly constructed residential and health care facility (the “Facility”) in June 1993. Well•Spring is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”), as an organization described in Section 501(c)(3) of the Code, and is exempt from sales tax. In addition, Well•Spring is entitled to file for property tax exemption under NCGS Section 105-278.6A, an exemption for certain qualified retirement facilities that provide charity care and/or community benefits.

Well•Spring began operation of its newly constructed residential and health care facility (The “Facility”) in June 1993. A history of the different Well•Spring units and their growth are shown in the following chart:

Year	Residential Living Units			Assisted Living	Memory Care	Rehab Transitional Stay	Skilled Nursing
	Apartments	Garden Homes	Villas				
1993	123	50	36	40	-	-	20
1997	123	50	40	61	14	6	40
2004	123	50	63	61	14	6	40
2007	123	50	65	61	20	10	40
2016	123	50	78	60	20	10	40
2017	123	50	88	60	20	10	40
2018	123	50	88	60	20	10	50

Well•Spring Services, Inc. was incorporated in 2012 as a nonprofit corporation to provide support and to serve as the sole member of Well•Spring Retirement Community, Inc., Well•Spring Foundation (the “Foundation”), Adult Center for Enrichment, Inc. (“ACE”) and Well•Spring Management and Development, Inc. (“Management & Development”)

Well•Spring Foundation was incorporated in 2000 as an organization to serve exclusively as a supporting organization for the benefit of Well•Spring, A Life Plan Community. The mission of the Foundation is to strengthen the quality and expand the quantity of life-enriching programs for all residents of the Retirement Community.

Well•Spring Management & Development was incorporated in 2012 as a management company, organized to ultimately provide management services to Well•Spring, A Life Care Community and other health care organizations including The Village at Brookwood, a continuing care retirement community located in Burlington, North Carolina.

On January 1, 2013, Well•Spring Services, Inc. entered into an integration agreement with ACE in which Services became the sole member of ACE. In addition, the Board of Directors of Services has the authority to appoint the Board of Directors of ACE. The agreement was entered into to establish a collaborative arrangement for the creation, development and management of an aging services continuum centered around home and community-based services in Guilford County, North Carolina. ACE offers an adult day center, three group respite sites, and Caregiver Education. In addition, on January 1, 2016 Well•Spring Home Care, LLC entered into operations as a limited liability corporation whose sole member is ACE. The ACE governing Board governs the operations of Well•Spring Home Care.

In 2010, Well•Spring contributed \$76,500 to PACE of Guilford & Rockingham Counties, Inc. (“PGRC”), a non-profit aging services provider, and became a member of PGRC. PGRC, which was in its start-up phase in 2010 and 2011, provides services in the community under the Program of All Inclusive Care for the Elderly (PACE), a risk-based long-term care program. Well•Spring provides food services to PGRC at market rates. The Community’s membership interest in PGRC provides substantial benefits; however, the Community did not have a majority voting interest. During 2012, the Community transferred its membership interests in PGRC to Well•Spring Services.

During 2011, the Well•Spring Community contributed \$15,000 to PACE of the Southern Piedmont, Inc. (“PSP”), another non-profit aging services provider, and became a member. PSP, which was in its start-up phase in 2011 and 2012, also provides services for PACE. During 2012, the Well•Spring Retirement Community also transferred its membership interest in PSP to Well•Spring Services.

History of Affiliation with Religious Organizations

A multi-denominational group of churches, all in Greensboro, initially sponsored and provided leadership to Well•Spring. These nine churches are: All Saints Episcopal Church, Church of the Redeemer Episcopal Church, Episcopal Church of the Holy Spirit, Holy Trinity Episcopal Church, St. Francis Episcopal Church, St. Andrew’s Episcopal Church, St. Barnabas’ Episcopal Church, First Baptist Church and First Presbyterian Church. None of the churches have any pecuniary liability or financial responsibility for the operations or contractual obligations of Well•Spring. Admission to Well•Spring is not based on the applicant’s religion, national origin, sexual orientation or other protected status.

The Facilities

Description of Well•Spring

The Facility is located on 90 acres on Drawbridge Parkway in Greensboro, North Carolina. The Facility provides housing and services, including health care, to individuals of retirement age and currently consists of mid-rise apartment buildings, one-story garden apartment residential units and one-story residential units for a total of 261 residential units, a one-story building containing 50 skilled nursing rooms, 20 memory care rooms, 10 rehab/transitional stay rooms and a two-story building containing 61 assisted living apartments; an aquatic and fitness center and a central services building. Well•Spring’s health care facilities are licensed as 72 adult care beds and 70 skilled nursing beds. As of December 31, 2018, there were 426 residents at Well•Spring.

The residential living units, which are contained in mid-rise apartments, single-story garden homes and single-story villas, have full baths, kitchens, emergency and fire safety systems and other special design features. Some of the mid-rise apartments have been combined to create larger living spaces. These combined apartments could be separated back into individual apartments. The 261 units that are available include:

MID-RISE APARTMENTS

<u>Unit Type</u>	<u>Unit Area</u>	<u>Number of Units</u>
1 Bedroom/1 Bath (Azalea)	675 sq. ft.	15
1 Bedroom/1 Bath (Birch)	750 sq. ft.	6
1 Bedroom/1 Bath (Camellia)	970 sq. ft.	60
2 Bedroom/1 Bath (Dogwood)	1,130 sq. ft.	12
2 Bedroom/2 Bath (Elm)	1,200 sq. ft.	30
Total Mid-Rise Apartments		123

GARDEN HOMES

<u>Unit Type</u>	<u>Unit Area</u>	<u>Number of Units</u>
1 Bedroom/1 Bath (Forsythia)	970 sq. ft.	26
2 Bedroom/ 2 Bath (Gardenia)	1,215 sq. ft.	8
2 Bedroom/1.5 Bath (Holly)	1,160 sq. ft.	16
Total Garden Homes		50

VILLAS

<u>Unit Type</u>	<u>Unit Area</u>	<u>Number of Units</u>
2 Bedroom/2 Bath (Ivy)	1,300 sq. ft.	22
2 Bedroom/2 Bath/ Study (Juniper)	1,580 sq. ft.	18
2 Bedroom/2 Bath/ (Laurel)	2,140 sq. ft.	15
3 Bedroom/2 Bath/ (Maple)	2,380 sq. ft.	10
2 Bedroom/2 Bath (Oak)	2,240 sq. ft.	12
3 Bedroom/ 2 Bath (Pine)	2,490 sq. ft.	11
Total Villas		88

The central community building includes reception areas, dining rooms, lounges, auditorium, multi-purpose room, convenience/gift shop, beauty/barber shops, creative arts areas, wood working shop, walking trails, exercise room, library, administration offices, postal areas, game room, lobbies and house support services such as kitchen, maintenance and housekeeping.

Residents who require physical assistance or certain other health care services may be admitted to the Health Care Center. The Health Care Center includes an adult care unit, a skilled nursing care unit, a memory care unit, a skilled nursing rehab/transitional stay unit and a resident clinic for the use of all residents. Each unit contains separate lounging, dining and recreation facilities designed to meet the specific needs of the residents. The resident clinic is the site for resident physical and occupational therapy, health screenings such as audiology and podiatry, inoculations and consultations with medical personnel. Well•Spring provides office space and examination rooms to Piedmont Senior Care, a physicians practice specializing in geriatric care. Piedmont Senior Care provides physician services to residents at Well•Spring from the Health Care Center location.

Well•Spring opened an 8,200 square foot Aquatic and Fitness Center in December 2002. The Aquatic and Fitness Center includes an indoor pool, a hot tub, men's and lady's locker rooms, an exercise equipment room and an aerobic/exercise room.

On January 4, 1993, the North Carolina Department of Transportation (the "DOT") condemned and took a portion of Well•Spring property for use in connection for the right-of-way for the Greensboro Urban Loop, a multi lane highway which is part of Greensboro's transportation plan. The construction of the portion of the loop which is adjacent to Well•Spring has been completed

In September of 2018, Well•Spring completed construction on 10 new closed skilled nursing beds. In January of 2019, Well•Spring completed construction on a resident activity center which included a 320 seat theatre, visual art studios, a hobby/woodworking shop and rehearsal space. Also included in this project was the renovation of the existing dining venue s and kitchen, and the addition of a bistro area and a resident bar.

Affiliations, Accreditations & Awards

Well•Spring is a member of LeadingAge, LeadingAge NC, and the Greensboro Chamber of Commerce.

On September 7, 2003 Well•Spring was awarded accreditation by The Commission on Accreditation of Rehabilitation Facilities (CARF) and The Continuing Care Accreditation Commission (CCAC) and received re-accreditation in 2018.

In 2009, LeadingAge and LarsonAllen awarded Well•Spring with the prestigious 2009 Pathways to Greatness Award, presented annually to one organization in the United States. Well•Spring's path to greatness was derived from high employee and resident satisfactions scores, prudent financial management, a unique Growing Green Initiative, its commitment to ensuring a diverse resident population and a high-level of community involvement and commitment.

Board of Trustees

The business and affairs of Well•Spring are directed by a self-perpetuating Board of Trustees composed of 16 members. The President of the Residents' Association serves as a voting member of the Board of Trustees. The Board of Trustees currently meets five times a year and at times the Trustees may determine. The following is a list of the members of the Board of Trustees and the Officers of Well•Spring, their addresses and synopses of their relevant backgrounds and experience:

Kathryn Billings – Trustee and Board Chair. Mrs. Billings is a retired Town Manager for the City of Jamestown. Her address is 309 Winslow Drive Greensboro, North Carolina 27282.

Kenneth K. Boggs – Trustee and Chairperson of the Benevolence Committee. Mr. Boggs is the retired Chief Financial Officer for Moses Cone Health Systems. His address is 2902 Hamden Drive Greensboro, North Carolina 27405.

Anthony Boyd – Trustee and Chairperson of the Finance Committee. Mr. Boyd is a Business Development Officer with First Bank located at 101 North Spring Street in Greensboro. He resides at 3814 Middlebury Way, Greensboro, North Carolina 27410.

Clem Clement – Trustee and Well•Spring resident. Mrs. Clement's address is 4502 Blue Violet Drive Greensboro, North Carolina 27410.

Wendy Gatlin – Trustee. Mrs. Gatlin is a Senior Vice President at US Trust, Bank of America Private Wealth Management located at 800 Green Valley Road, Suite 502 in Greensboro, North Carolina. Mrs. Gatlin resides at 2998 Grasmere Drive Greensboro, NC 27410.

LaDaniel Gatling – Trustee. Mr. Gatling is the Director of Development for Constituent Programs at UNC Chapel Hill located at 208 W. Franklin Street in

Chapel Hill, North Carolina. He resides at 206 Mary Wil Court, Greensboro, North Carolina 27455.

Dr. Mark Hyman – Trustee. Dr. Hyman is a dentist in Greensboro. He resides at 8 Monmouth Court, Greensboro, North Carolina 27410.

Paul H. Livingston, Jr. – Trustee and Chairperson of the Governance Committee. Mr. Livingston is an attorney with Schell Bray Aycock Abel & Livingston located at 1500 Renaissance Plaza in Greensboro. Mr. Livingston currently resides at 306 Rockford Road Greensboro, North Carolina 27408.

Bonnie McAlister – Trustee and Well•Spring resident. Mrs. McAlister is a retired professor and resides at 3036 Verbena Lane Greensboro, North Carolina 27410.

Dr. Lloyd Peterson – Trustee and Chairperson of the Healthcare Committee. Dr. Peterson is a retired Urologist. He resides at 7 Dunaway Court Greensboro, North Carolina 27408.

Robert L. Powell – Trustee and Chairperson of the Building and Grounds Committee. Mr. Powell is an Associate Professor at North Carolina A&T University in the Civil, Architectural and Environmental Engineering Department in Greensboro. He resides at 2128 Wright Avenue, Greensboro, North Carolina 27403.

Susan Shumaker – Trustee. Ms. Shumaker is the President of the Cone Health Foundation. She resides at 6798 Meadow View Drive, Summerfield, North Carolina, 27358.

Steve Tanger – Trustee. Mr. Tanger is the CEO of Tanger Outlets located at 3200 Northline Drive in Greensboro, North Carolina. He resides at 6466 North Bay Road Miami Beach, Florida 33141.

Leslye Tuck – Trustee. Mrs. Tuck is active in the Greensboro community and volunteers for several other non-profit organizations. She resides at 1510 Edgedale Road, Greensboro, North Carolina 27408.

Dale Whitfield – Trustee and Well•Spring resident. Mr. Whitfield resides at 4313 Galax Trail Greensboro, North Carolina 27410.

Ann Zuraw – Trustee. Mrs. Zuraw is President of Zuraw Financial Advisors located at 806 Green Valley Road, Suite 201 in Greensboro, North Carolina. She currently resides at 313 Sunset Drive Greensboro, North Carolina 27408.

None of the members of the Board of Trustees of Well•Spring are employees of Well•Spring.

Management Staff

Stephen P. Fleming, NHA, MBA – *President and Chief Executive Officer* of The Well•Spring Group. Mr. Fleming joined Well•Spring Retirement as Executive Director in July 2000 having previously served as Chief Operating Officer of a multi-facility corporation from 1997 to 2000. Mr. Fleming was Executive Director of Kendal at Hanover, a 425-resident continuing care retirement community located in Hanover, New Hampshire from 1995 to 1997 and served as Administrator for Friends Homes, Inc. located in Greensboro, North Carolina from 1986-1995. Mr. Fleming obtained a Masters of Business in Administration degree from Appalachian State University in 1990 and a Bachelor of Science degree in Public Health, Health Policy and Administration from The University of North Carolina at Chapel Hill in 1986. He is licensed by the State of North Carolina as a Nursing Home Administrator, is a past member and past Chair of the North Carolina Board of Examiners for Nursing Home Administrators. Mr. Fleming is the current Chair of the LeadingAge National Board of Directors. He is a former member of The Board of Directors of the LeadingAge NC and served as its Chair from 2008 – 2010. In addition, he serves as Chairman of PACE of the Triad Board of Directors, and on the Board of Directors for PACE of Southern Piedmont.

K. Alan Tutterow, NHA, CPA, CASP – *Secretary, Chief Operating Officer and Executive Director*. Mr. Tutterow received his accounting degree at the University of North Carolina at Chapel Hill in 1984 and is a certified public accountant. Prior to joining Well•Spring in 1993, he was controller for First American Savings Bank and First American Mortgage Corporation. Mr. Tutterow also worked for KPMG Peat Marwick in the areas of tax and audit from 1984 – 1986. He is licensed by the State of North Carolina as a Nursing Home Administrator and is a Certified Aging Services Professional (CASP). He is a past member of the Board of Directors and Treasurer of Hospice and Palliative Care of Greensboro. Mr. Tutterow serves as a financial surveyor of CARF-CCAC. Additionally, he serves on the Board of Directors and Treasurer for PACE of the Triad and PACE of Southern Piedmont. Mr. Tutterow is a member of Phi Beta Kappa, Beta Alpha Psi and Beta Gamma Sigma.

Don Gwynn, CPA, Treasurer, Chief Financial Officer. Mr. Gwynn joined Well•Spring in 2007 as Controller and was promoted to Chief Financial Officer in 2015. He is a certified Public Accountant, receiving his license in 1997. He has over 20 years of accounting and finance experience in both private enterprise and public accounting. He attended Wake Forest University and is a graduate of the University of North Carolina at Chapel Hill with a Bachelor of Arts degree in Economics.

Lynn Wooten, Vice President of Marketing and Public Relations. Mr. Wooten joined Well•Spring in 2016. Prior to joining Well•Spring he served as Vice President of Marketing and Communications at The Community Foundation of Greater Greensboro and Assistant Director of Public Affairs and Marketing at the UNC Health Care System in Chapel Hill, N.C. Prior to moving into marketing and public relations, Mr. Wooten served as a reporter for the *Gaston Gazette* in Gastonia, N.C. and the *Goldsboro News-Argus* in Goldsboro, N.C. A native of Fayetteville, North Carolina, Lynn graduated from the University of North Carolina at Chapel Hill with a degree in Journalism.

Garrett Saake, NHA, DMA Director of Resident Relations and Sales. Dr. Saake earned his Doctoral degree in Music from the University of North Carolina at Greensboro in 2011. After joining Well Spring in 2013 he also earned his Nursing Home Administrators license in 2017, became a Certified Aging in Place Specialist in 2016, and completed certificates in Finance and Accounting for Managers from UNCG in 2015. He is a member of the board for the Interactive Resource Center (IRC) and Chair of the Executive Committee for the UNCG Spartan Club, the fundraising arm for the athletics department. Additionally, he serves as a program and administrative surveyor for CARF-CCAC

George L. Galvin, Director of Dining Services. Mr. Galvin joined Well•Spring in October of 1995. He previously served as Executive Chef of Palms West Hospital, West Palm Beach, Florida where he received his Certified Dietary Managers Certification. Prior to this position, Mr. Galvin was the Director of Dining at the Worthington Club Retirement Community. His previous positions included a 1-year internship as a Chef Trainee at the Bridge Restaurant in Del Ray Beach, Florida followed by six-years as a working Chef in several fine dining establishments.

Philip Johnson, Director of Facility Operations. Philip attended Bartlett Yancey Senior High School in Yanceyville, NC and Rockingham Community College in the Heating, Ventilation and Air Conditioning (HVAC) program and graduated in August 1993 with an Advanced Diploma from the program. Mr.

Johnson joined Well•Spring as a Maintenance Assistant in 1993 and has served in several capacities, including Maintenance Technician I & III before being promoted into his current role. Mr. Johnson is certified in CFC/EPA Universal Refrigeration and FS-M Fire Sprinkler Maintenance Licenses – State of North Carolina Board of Examiners.

Misti L. Ridenour, NHA, *Director of Health Services*. Ms. Ridenour has her Master's degree in Sociology from University of North Carolina at Greensboro, with a focus on Gerontology. Ms. Ridenour joined Well•Spring in June 1993 and has served in many capacities, including Medical Records, Marketing, Administrative Assistant and as Director of Social Services. She was promoted to Director of Health Services on January 1, 2008. Ms. Ridenour is a licensed Nursing Home Administrator (“NHA”). She was the recipient of the 2003 Resident Services Award from LeadingAge NC. She currently serves on the Guilford County Adult Care Home Community Advisory Committee.

Criminal Violation Statement

Well•Spring certifies that none of its Trustees nor Management Staff have ever been convicted of a felony or pleaded nolo contendere to a felony charge, or been held liable or enjoined in a civil action by final judgment, for any matter involving fraud, embezzlement, fraudulent conversion, or misappropriation of property. In addition, Well•Spring certifies that none of its Trustees nor Management Staff is currently subject to effective injunctive or restrictive court order, or within the past five years, had any State or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department arising out of a related health care business activity in this or any other state. Finally, Well•Spring certifies that none of the Trustees nor Management Staff have had any State or Federal license or permit suspended or revoked.

Admissions Policies

Resident and Care Agreements

Well•Spring offers two Residence and Care Agreement options; Lifecare Residence and Care and Modified Lifecare Residence and Care, both of which require the payment of a one-time Entrance Fee. The payment of the Entrance Fee in conjunction with an ongoing monthly service fee provides the resident with the lifetime usage of the residence and the services and amenities available at the Community. At the time the resident makes application for residency at the

Community, the resident will sign a Residency Agreement to reserve the residence selected and will pay a 10% Entrance Fee deposit to the community. The balance of the Entrance Fee will be paid upon the earlier of (i) occupancy or (ii) 60 days after the Residency Agreement is executed.

Well•Spring offers a Lifecare Residence and Care Agreement to Residents that meet the eligibility requirements described below. The Lifecare Residence Care Agreement provides financial options that allow the prospective resident to pay a one-time Entrance Fee and an ongoing monthly service fee. Should a Resident with a Lifecare Residence Care Agreement need additional services in either Well•Spring's Adult Care, Memory Care or Skilled Nursing areas, the base monthly fee will not increase over the Independent Living monthly service fee paid by the Resident except for additional meals and care related supplies.

Well•Spring offers a Modified Residence and Care Agreement to Residents that meet the eligibility requirement described below. The Modified Residence and Care Agreement provides financial options that allow the Prospective Resident to pay a one-time reduced Entrance Fee and an ongoing discounted monthly service fee. Should a Resident with a Modified Residence and Care Agreement need additional services in either Well•Spring's Adult Care, Memory Care or Skilled Nursing areas, the monthly cost will be the then current per diem rate for the appropriate level of care, less a percentage discount.

A Prospective Resident(s) qualifying for the Lifecare Residence and Care Agreement may select either agreement. A Prospective Resident(s) that does not meet the medical criteria for the Lifecare Resident and Care Agreement may be offered the Modified Lifecare Residence and Care Agreement.

Process of Obtaining Residency in an Independent Living Unit

Prospective Residents desiring to occupy an Independent Living Unit will execute a Reservation Agreement to reserve a particular Living Unit (the "Reserved Unit"). Prospective Residents, who will occupy the same Independent Living Unit ("Co-residents"), will sign a single Reservation Agreement with Well•Spring for the Independent Living Unit they desire to occupy (as used in the Disclosure Statement, the term "Resident" includes Co-residents unless the context indicates otherwise). The current version of the Reservation Agreement for Independent Living Units is attached as Appendix E. This Reservation Agreement gives a prospective Resident first priority to enter into a Lifecare Residence and Care

Agreement or a Modified Lifecare Residence and Care Agreement for a particular Living Unit at Well•Spring.

In order to become a Resident of the Community, a prospective resident(s) must complete and submit a Confidential Personal Health History, a Confidential Financial Profile (which provides Well•Spring with financial information necessary for the residency process), and the reservation fee (the "Reservation Fee"). Upon receipt of these items, the prospective resident(s) is then considered an applicant. The Reservation Fee is an amount equal to ten percent (10%) of the total Entrance Fee for the type of Living Unit and refund option selected (discussed below). The applicant chooses one of the three Entrance Fee Refund options available for Independent Living Units at the time of signing the Reservation Agreement. This Entrance Fee option may be changed prior to signing a Residence and Care Agreement. The Well•Spring staff will interview an applicant and may request other personal interviews.

The application for residency at Well•Spring and the Confidential Financial Profile will be reviewed by the Residency Review Committee (the "RRC"). The completed Confidential Personal Health History, which includes an authorization for release of medical information, will be forwarded to the applicant's physician with a request for further information. A physician examination within the past twelve (12) months is a prerequisite before an applicant's physician can supply this information. If additional information is required, the applicant, or his or her physician, will be contacted. Well•Spring may also contact and request information from other physicians and health care providers who have provided the applicant with treatment. Once Well•Spring has received all pertinent medical information, the RRC will evaluate the applicant's eligibility for residency at Well•Spring in accordance with its residency criteria described above.

If an applicant is approved by the RRC for residency at Well•Spring, a notification of acceptance letter will be sent to welcome the applicant to the Well•Spring Community and document contractual arrangements available.

The applicant must have paid the reservation fee (the "Reservation Fee") equal to ten percent (10%) of the total Entrance Fee amount and must execute a

Residence and Care Agreement within seven (7) days after the notification date. The applicant will commence occupancy on a date established by Well•Spring (the "Occupancy Date"), not to exceed more than sixty (60) days after signing a Residence and Care Agreement. If the applicant desires an occupancy date more than sixty (60) days after signing a Residence and Care Agreement, an additional

reservation fee deposit may be required. Well•Spring will use its best efforts to establish an Occupancy Date acceptable to the applicant.

The balance of the total Entrance Fee due must be paid on or before the Occupancy Date. If a Resident fails to occupy his or her Living Unit on the Occupancy Date, they will nevertheless remain obligated to pay the balance of their Entrance Fee and to begin and continue paying the Monthly Fee applicable to their Living Unit less the published meal credit, unless the Residence and Care Agreement is terminated as described below.

Residents are required to maintain Medicare (Part A & B) coverage or equivalent insurance coverage acceptable to Well•Spring, any other governmental health care benefit or entitlement for which they are eligible and supplemental insurance acceptable to Well•Spring.

Independent Living is open to persons 62 years of age or older (except that, in the case of a couple, one applicant may be 60), who are free from communicable disease and demonstrate an ability to meet their financial obligations as residents. Admission to the community is not based upon the applicant's religion, sexual orientation, national origin, or other protected status.

Changes of Condition of Resident Prior to Occupancy

Under the terms of the Residence and Care Agreement, in the event Well•Spring determines prior to or on the Occupancy Date that a Resident cannot occupy the Independent Living Unit selected because of a change in health status, the Resident and Well•Spring agree that the Resident will commence residency on the Occupancy Date in the Health Center in an accommodation suitable to his or her needs. Well•Spring agrees to consult with the Resident and his or her physician, or with anyone else the Resident designates as a primary contact, prior to making a determination that the Resident is unable to occupy his or her Independent Living Unit for health reasons. If a Resident is admitted directly into the Health Center because of a change in the Resident's health status, the Independent Living Unit he or she selected will be released and made available to a new applicant, unless the Resident was a Co-resident, in which case the other Co-resident shall be entitled to occupy the Independent Living Unit as provided in the Residence and Care Agreement. Should Well•Spring later determine that the Resident has become able to occupy a Living Unit and to live independently, then (i) if the Resident's Co-resident occupies the Living Unit, the Resident may return to that Living Unit with his or her Co-resident; or (ii) if the Resident's Living Unit was released, the Resident

shall be entitled to return to that Living Unit if it is available; or (iii) the Resident may select another Living Unit of the type described in Exhibit A to the Residence and Care Agreement. If neither the Resident's Living Unit nor a Living Unit of the same type is available, in its discretion, Well•Spring shall offer the Resident a Living Unit of another type, until a Living Unit of the type selected in Exhibit A to the Residence and Care Agreement becomes available. Unless the Resident and Well•Spring agree otherwise, the Resident shall relocate to a Living Unit of the type originally selected in the Residence and Care Agreement upon the availability of such Living Unit. No refund of any portion of the Entrance Fee shall be due as a result of the Resident's transfer from the Health Center to an Independent Living Unit or the Resident's occupancy of an Independent Living Unit other than the type described in the Residence and Care Agreement.

If, after the consultations described above, Well•Spring determines that the Resident would require care that cannot be provided at Well•Spring due to changes in the Resident's health status, Well•Spring shall have the right to terminate the Residence and Care Agreement (or in the case of Co-residents, to terminate the Residence and Care Agreement with respect to the Resident whose health status changes), and any refunds of the Resident's Entrance Fee will be made in accordance with the provisions of Section VI and, if applicable, Section VII of the Residence and Care Agreements attached as Appendix C.

Co-applicants, who are accepted for residency at Well•Spring, will pay jointly the Reservation Fee and the balance of the total Entrance Fee due for the type of Living Unit and the refund option they select. Co-applicants will execute a Residence and Care Agreement jointly in order to occupy the Living Unit selected by them. Each Co-applicant is jointly and severally liable for all payments, including the Monthly Fee due and all obligations to be performed by the Co-residents under the terms of the Residence and Care Agreement.

Process of Obtaining Residency in an Adult Care Unit

The residency process for acceptance directly into an Adult Care Unit is essentially the same as the residency process for Independent Living Units (described above). To begin the process of obtaining residency in an Adult Care Unit, applicants must submit a Confidential Personal Health History and Confidential Financial Profile, and pay a \$500 Reservation Fee. If the applicant's application for residency in an Adult Care Unit is approved by the RRC, the applicant must execute the then-current version of the Health Care Agreement (Appendix D) no later than the first day of occupancy.

The resident will begin paying the monthly residency fee from the day of occupancy, pro-rated if necessary.

Termination of the Reservation Agreement

Termination and Refunds

The Reservation Agreement for an Independent Living Unit will terminate upon any of the following occurrences:

- a) The applicant fails to pay the Reservation Fee;
- b) The applicant dies, or in the case of Co-applicants for an Independent Living Unit, one Co-applicant dies, before the Residence and Care Agreement becomes effective;
- c) The applicant submits to Well•Spring by registered or certified mail a written notice of termination of the Reservation Agreement for any reason;
- d) The applicant is not accepted for residency at Well•Spring;
- e) The applicant fails to sign either a Residence and Care Agreement or a Health Care Agreement (as appropriate) or to pay the Advance Payment or Entrance Fee in accordance with the terms of the Reservation Agreement;
- f) The applicant experiences changes in his or her financial status prior to occupancy at Well•Spring Community that cause the applicant to fail to meet Well•Spring's financial qualifications for acceptance; or
- g) The applicant's future health care needs exceed the level of service provided in the Health Center.

The Reservation Agreement will also terminate once the applicant signs a Residence and Care Agreement.

If either the applicant or Well•Spring terminates a Reservation Agreement for an Independent Living Unit for a reason other than the applicant's signing a

Residence and Care Agreement, Well•Spring will have the right to reassign the Independent Living Unit reserved, and the applicant will have no further rights to that unit except that Well•Spring will give a surviving Co-applicant the opportunity to enter into a new Reservation Agreement for the Independent Unit reserved based on single occupancy or on joint occupancy with another Co-applicant before the unit is offered to others.

If the Reservation Agreement for either an Independent Living Unit or an Adult Care Unit is terminated because: 1) the applicant is not accepted for residency at Well•Spring; 2) the applicant dies (or, in the case of Co-applicants for an Independent Living Unit, one Co-applicant dies); 3) the applicant experiences changes in his or her financial status prior to occupancy at Well•Spring Community that cause the applicant to fail to meet Well•Spring's financial qualifications for admission; or 4) the applicant's future health care needs exceed the level of services provided in the Health Center, Well•Spring will return all Reservation Fees, less any fees charged, to the applicant or the applicant's legal representative. If the Reservation Agreement is terminated because: 1) the applicant notifies Well•Spring of his or her termination; 2) the applicant fails to sign a Residence and Care Agreement or Health Care Agreement (as applicable); or 3) the applicant fails to pay the Reservation Fee or Entrance Fee, then, in addition to any fees charged, Well•Spring reserves the right to withhold a non-refundable administrative charge of two percent (2%) of the applicant's total Entrance Fee amount from any refunds due to the applicant to the extent permitted by law.

In the event the Reservation Agreement is terminated for any reason other than the applicant's signing a Residence and Care Agreement or a Health Care Agreement, Well•Spring shall refund any escrowed Entrance Fees, less any administrative charge, within five (5) working days after either: (i) Well•Spring receives written notification of the applicant's termination of the Reservation Agreement; or (ii) Well•Spring notifies the applicant in writing of termination of the Reservation Agreement by Well•Spring.

Termination of the Residence and Care Agreement – Life Care
(All Exhibits and Sections referenced in this section refer to Residence and
Care Agreements found in Appendix C)

This Agreement may be terminated in accordance with this Article VI. The effective date of termination of this Agreement, as established in the provisions below, is referred to hereinafter as the "Termination Date."

Termination During 30 Day Opt-Out (“Rescission”) Period.

You may terminate this Agreement by giving written notice thereof to Well•Spring within thirty (30) days following the later of (i) the Effective Date of this Agreement (as defined in Section VIII, paragraph 4) or (ii) the receipt of a Disclosure Statement that meets the requirement of the laws of the State of North Carolina. You do not have to move in before the expiration of the 30-day rescission period. If you terminate this Agreement within this thirty (30) days period prior to your occupancy of your Living Unit and payment of the Entrance Fee, Well•Spring will refund your Reservation Fee, less two percent (2%) of the total Entrance Fee which is non-refundable.

Termination by You When Death, Illness, Injury or Incapacity Prevents Occupancy

If, at any time prior to occupancy, including the thirty (30) day rescission period described above, you are not able to commence occupancy of your Living Unit or an accommodation in the Health Center due to death, illness, injury or incapacity, you or your personal representative shall give written notice thereof to Well•Spring together with information to validate your claim. Upon validation of your claim, this Agreement would be automatically terminated, and the Termination Date shall be the date of the notice, and you or your legal representative shall receive a refund of your Reservation Fee less any fees charged by Well•Spring to you or your legal representative within five (5) business days after it accepts your claim.

Voluntary Termination by You.

If you wish to voluntarily terminate this Agreement you must provide written notice to Well•Spring at least thirty (30) days prior to your desired termination date. If you terminate this Agreement for any reason other than described in paragraphs 1 and 2 of this Article VI before you commence occupancy of your Living Unit and before you pay the Entrance Fee, Well•Spring will refund your Reservation Fee less two percent (2%) of the total Entrance Fee which is non-refundable. If you terminate this Agreement for any reason other than described in paragraphs 1 and 2 of this Article VI after you commence occupancy of your Living Unit, you will receive a refund of the Entrance Fee to which you are entitled based on the Refund Option you selected. The Termination Date shall be thirty (30) days after the date Well•Spring receives your notice of termination or a date greater than 30 days as specified by you. Well•Spring reserves the right in its discretion to delay payment of any refund pursuant to this Section 3 until the earlier of (i) the date Well•Spring receives payment of an Entrance Fee from a successor resident of your Living Unit or (ii) two (2) years from the Termination Date.

Failure to Meet Admission Criteria.

If Well•Spring determines that you do not meet its admission criteria prior to your occupancy of the Living Unit, this Agreement shall terminate, and Well•Spring will refund your Reservation Fee less any fees charged by Well•Spring within five (5) business days after its determination.

Termination by Well•Spring.

Notwithstanding anything to the contrary contained herein, Well•Spring will have the right to terminate this Agreement for any cause which, in its judgment and sole discretion, shall be good and sufficient. Good and sufficient cause will include, without limitation, the following:

- Failure to perform your obligations under this Agreement, including, but not limited to the obligation to pay the Monthly Fees and other charges, within fifteen (15) days after they are due to be performed or paid.
- Failure to abide by the rules and regulations of Well•Spring Community, including such changes as may be adopted from time to time.
- Material misstatements or failure to state a material fact in your application, financial statement, and health history statement filed with Well•Spring or in your representations in this Agreement.
- Changes in your financial status prior to occupancy at Well•Spring Community that cause you to fail to meet Well•Spring's financial qualifications for admission.
- Dissipation or commitment of your financial resources in a voluntary and discretionary manner that impairs your ability to meet your financial obligations to Well•Spring.
- Permanent transfer to another public or private institution.
- You develop a medical condition or illness, such that you can no longer live independently and require assisted living or skilled nursing care, as determined by one or more physicians (hereafter the "Consulting Physician") selected by Well•Spring who will consult with your physician and you fail or refuse to leave and relinquish your Living Unit and be

admitted to the Health Center within five (5) days after notice by Well•Spring.

- You give Well•Spring notice of your election to receive a refund of your Entrance Fee in accordance with Section VI, paragraph 9 below.

Well•Spring shall give you at least thirty (30) days' prior written notice of your Termination Date unless your continued occupancy presents a threat to the safety of others or to yourself in which case Well•Spring shall have the right to reduce the prior notice period in its discretion and to make the termination immediately effective, if necessary. Well•Spring reserves the right in its discretion to delay payment of any refund due as a result of a termination under this paragraph 5 until Well•Spring receives payment of an Entrance Fee from a successor resident of your Living Unit.

Effect of Termination on Co-Residents.

In the case of Co-Residents, Well•Spring will have the right to terminate this Agreement only with respect to the Co-Resident to which the circumstances giving rise to termination apply, and this Agreement will remain in effect for the remaining Co-Resident. Notwithstanding any provision in this Agreement to the contrary, the rights and responsibilities of the Co-Residents with respect to any refund of Entrance Fees and payment of Monthly Fees will be determined in accordance with Section VII, paragraph 3.

Refund of Entrance Fee Conditioned on Payment of Resident's Obligations.

Notwithstanding any provision in this Agreement to the contrary, Well•Spring shall be entitled to withhold the refund of an Entrance Fee pursuant to Sections 3, 4 and 5 above until the Resident entitled to the refund pays Well•Spring all amounts owed to it, including but not limited to Monthly Fees and any reasonable expenses incurred in connection with the termination, including, but not limited to:

- Cost of any repairs or replacement of property assigned to your use.
- Painting or other refurbishment of your Living Unit in excess of that required by normal wear.
- The cumulative amount of any financial assistance or other subsidies provided to you by Well•Spring.

Well•Spring may also set off any amounts owed against any refund due and against any Monthly Fee that was prepaid for periods after the Termination Date.

Limitation of Remedies and Damages for Default by Well•Spring.

Until you notify us in writing of an alleged default and afford us a reasonable time in which to cure the alleged default, no default by Well•Spring in the performance of any of the obligations or promises herein agreed to by Well•Spring or imposed by law shall constitute a material breach of this Agreement, and you shall have no right to terminate the Agreement for any such breach or suspend your performance under this Agreement. Regardless of their duration, the defective condition of or failure to repair, maintain, or provide any area, fixture, or facility used in connection with social or recreational activities will not constitute a material breach of this Agreement and you shall have no right to terminate this Agreement or suspend your performance under this Agreement.

Refunds Pursuant to a Refund Option.

In addition to the provisions for a refund of the Entrance Fee stated above, you shall have the rights to and shall be bound by the terms of the Refund Option selected by you on Exhibit A. and the provisions concerning Co-Residents' rights and responsibilities, if applicable. Your right to a refund under the Refund Option you selected will arise if any one of the following circumstances should occur:

You give Well•Spring notice of your election to receive a refund in which event this Agreement will terminate in accordance with Section VI, paragraphs 1, 2, and 3.

Well•Spring terminates this Agreement in accordance with Section VI, paragraph 4 or 5; or

This Agreement is terminated as a result of your death.

The amount of the refund, if any, to which you are entitled will be determined in accordance with the Refund Option selected by you. The Refund Options are as follows:

One year, Four Percent Per Month Declining Refund Option. If you have selected the One (1) Year, Four Percent (4%) Per Month Declining Refund Option, Well•Spring will refund to you or to your estate an amount equal to ninety percent (90%) of the Entrance Fee paid in the event that the Termination Date occurs within sixty (60) days after the Occupancy Date. If the Termination Date occurs more than sixty (60) days after the Occupancy Date, Well•Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid less four

percent (4%) of the total Entrance Fee for each calendar month between the end of the initial sixty (60) day period and the Termination Date until the refund amount is equal to fifty percent (50%) of the Entrance Fee. In no event shall you be entitled to any refund if the Termination Date occurs more than twelve (12) months after the Occupancy Date. This option shall be referred to as the One (1) Year, Four Percent (4%) Per Month Declining Refund.

Ninety-Two Month, One Percent Per Month Declining Refund Option. If you have selected the One Percent (1%) Per Month Declining Refund Option, Well•Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid in the event that the Termination Date occurs within sixty (60) days after the Occupancy date. If the Termination Date occurs more than sixty (60) days after the Occupancy Date, Well•Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid less one percent (1%) of the total Entrance Fee for each calendar month between the end of the initial sixty (60) day period and the Termination Date. In no event shall you be entitled to any refund if the Termination Date occurs more than ninety-two (92) months after the Occupancy Date. This option shall be referred to as the Ninety-Two Month, One Percent (1%) Per Month Declining Refund.

Ninety Percent Refund Option. If you have selected the Ninety Percent (90%) Refund Option, Well•Spring will refund to you or your estate ninety percent (90%) of the Entrance Fee paid. This option will be referred to as the Ninety Percent (90%) Refund.

For purposes of computing Entrance Fee Refunds, a partial calendar month of more than 15 days shall be treated as a full calendar month and a partial calendar month of 15 or fewer days shall be ignored. The Effective Date and Termination Date shall be counted as full calendar days.

Removal of Property.

You agree to the removal of your property from the Living Unit and the Well•Spring Community within either a two (2) week grace period if the Living Unit is in Independent Living or a one (1) week grace period if the Living Unit is in the Health Center after the Termination Date. After the applicable grace period, you or your estate shall pay a daily rate based on the Monthly Fee applicable to your Living Unit less the published Food Credit. Additionally, Well•Spring may store such property at your or your estate's expense for up to sixty (60) days after which it may be disposed of by Well•Spring without liability.

**Termination of the Residence and Care Agreement – Modified Life Care
(All Exhibits and Sections referenced in this section refer to Residence and
Care Agreements found in Appendix C)**

This Agreement may be terminated in accordance with this Article VI. The effective date of termination of this Agreement, as established in the provisions below, is referred to hereinafter as the “Termination Date.”

Termination During 30 Day Opt-Out (“Rescission”) Period.

You may terminate this Agreement by giving written notice thereof to Well•Spring within thirty (30) days following the later of (i) the Effective Date of this Agreement (as defined in Section VIII, paragraph 4) or (ii) the receipt of a Disclosure Statement that meets the requirement of the laws of the State of North Carolina. You do not have to move in before the expiration of the 30-day rescission period. If you terminate this Agreement within this thirty (30) days period prior to your occupancy of your Living Unit and payment of the Entrance Fee, Well•Spring will refund your Reservation Fee, less two percent (2%) of the total Entrance Fee which is non-refundable.

Termination by You When Death, Illness, Injury or Incapacity Prevents Occupancy.

If, at any time prior to occupancy, including the thirty (30) day rescission period described above, you are not able to commence occupancy of your Living Unit or an accommodation in the Health Center due to death, illness, injury or incapacity, you or your personal representative shall give written notice thereof to Well•Spring together with information to validate your claim. If your claim is accepted by Well•Spring, this Agreement shall terminate, and the Termination Date shall be the date of the notice, and you or your legal representative shall receive a refund your Reservation Fee less any fees charged by Well•Spring to you or your legal representative within five (5) business days after it accepts your claim.

Voluntary Termination by You.

If you wish to voluntarily terminate this Agreement you must provide written notice to Well•Spring at least 30 days prior to your desired termination date. If you terminate this Agreement for any reason other than described in paragraphs 1 and 2 of this Article VI before you commence occupancy of your Living Unit and before you pay the Entrance Fee, Well•Spring will refund your Reservation Fee less two percent (2%), of the total Entrance Fee which is non-refundable. If you terminate this Agreement for any reason other than described in paragraphs 1 and 2 of this

Article VI after you commence occupancy of your Living Unit, you will receive a refund of the Entrance Fee to which you are entitled based on the Refund Option you selected. The Termination Date shall be thirty (30) days after the date Well•Spring receives your notice of termination or a date greater than 30 days as specified by you. Well•Spring reserves the right in its discretion to delay payment of any refund pursuant to this Section 3 until the earlier of (i) the date Well•Spring receives payment of an Entrance Fee from a successor resident of your Living Unit or (ii) two (2) years from the Termination Date.

Failure to Meet Admission Criteria.

If Well•Spring determines that you do not meet its admission criteria prior to your occupancy of the Living Unit, this Agreement shall terminate, and Well•Spring will refund your Reservation Fee within five (5) business days after its determination less any fees charged by Well•Spring.

Termination by Well•Spring.

Notwithstanding anything to the contrary contained herein, Well•Spring will have the right to terminate this Agreement for any cause which, in its judgment and sole discretion, shall be good and sufficient. Good and sufficient cause will include, without limitation, the following:

- Failure to perform your obligations under this Agreement, including, but not limited to the obligation to pay the Monthly Fees and other charges, within fifteen (15) days after they are due to be performed or paid.
- Failure to abide by the rules and regulations of Well•Spring Community, including such changes as may be adopted from time to time.
- Material misstatements or failure to state a material fact in your application, financial statement, and health history statement filed with Well•Spring or in your representations in this Agreement.
- Changes in your financial status prior to occupancy at Well•Spring Community that cause you to fail to meet Well•Spring's financial qualifications for admission.
- Dissipation or commitment of your financial resources in a voluntary and discretionary manner that impairs your ability to meet your financial obligations to Well•Spring.

- Permanent transfer to another public or private institution.
- You develop a medical condition or illness, such that you can no longer live independently and require assisted living or skilled nursing care, as determined by one or more physicians (hereafter the “Consulting Physician”) selected by Well•Spring who will consult with your physician.
- You give Well•Spring notice of your election to receive a refund of your Entrance Fee in accordance with Section VI, paragraph 9 below.

Well•Spring shall give you at least thirty (30) days’ prior written notice of your Termination Date unless your continued occupancy presents a threat to the safety of others or to yourself in which case Well•Spring shall have the right to reduce the prior notice period in its discretion and to make the termination immediately effective, if necessary. Well•Spring reserves the right in its discretion to delay payment of any refund due as a result of a termination under this paragraph 5 until Well•Spring receives payment of an Entrance Fee from a successor resident of your Living Unit.

Effect of Termination on Co-Residents.

In the case of Co-Residents, Well•Spring will have the right to terminate this Agreement only with respect to the Co-Resident to which the circumstances giving rise to termination apply, and this Agreement will remain in effect for the remaining Co-Resident. Notwithstanding any provision in this Agreement to the contrary, the rights and responsibilities of the Co-Residents with respect to any refund of Entrance Fees and payment of Monthly Fees will be determined in accordance with Section VII, paragraph 3.

Refund of Entrance Fee Conditioned on Payment of Resident’s Obligations.

Notwithstanding any provision in this Agreement to the contrary, Well•Spring shall be entitled to withhold the refund of an Entrance Fee pursuant to Sections 3, 4 and 5 above until the Resident entitled to the refund pays Well•Spring all amounts owed to it, including but not limited to Monthly Fees and any reasonable expenses incurred in connection with the termination, including, but not limited to:

- Cost of any repairs or replacement of property assigned to your use.
- Painting or other refurbishment of your Living Unit in excess of that required by normal wear.

- The cumulative amount of any financial assistance or other subsidies provided to you by Well•Spring.

Well•Spring may also set off any amounts owed against any refund due and against any Monthly Fee that was prepaid for periods after the Termination Date.

Limitation of Remedies and Damages for Default by Well•Spring.

Until you notify us in writing of an alleged default and afford us a reasonable time in which to cure the alleged default, no default by Well•Spring in the performance of any of the obligations or promises herein agreed to by Well•Spring or imposed by law shall constitute a material breach of this Agreement, and you shall have no right to terminate the Agreement for any such breach or suspend your performance under this Agreement. Regardless of their duration, the defective condition of or failure to repair, maintain, or provide any area, fixture, or facility used in connection with social or recreational activities will not constitute a material breach of this Agreement and you shall have no right to terminate this Agreement or suspend your performance under this Agreement.

Refunds Pursuant to a Refund Option.

In addition to the provisions for a refund of the Entrance Fee stated above, you shall have the rights to and shall be bound by the terms of the Refund Option selected by you on Exhibit A, and the provisions concerning Co-Residents' rights and responsibilities, if applicable. Your right to a refund under the Refund Option you selected will arise if any one of the following circumstances should occur:

You give Well•Spring notice of your election to receive a refund in which event this Agreement will terminate in accordance with Section VI, paragraphs 1, 2, and 3.

Well•Spring terminates this Agreement in accordance with Section VI, paragraph 4 or 5; or

This Agreement is terminated as a result of your death.

The amount of the refund, if any, to which you are entitled will be determined in accordance with the Refund Option selected by you. The Refund Options are as follows:

One year, Four Percent Per Month Declining Refund Option. If you have selected the One (1) Year, Four Percent (4%) Per Month Declining Refund Option, Well•Spring will refund to you or to your estate an amount equal to ninety percent

(90%) of the Entrance Fee paid in the event that the Termination Date occurs within sixty (60) days after the Occupancy Date. If the Termination Date occurs more than sixty (60) days after the Occupancy Date, Well•Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid less four percent (4%) of the total Entrance Fee for each calendar month between the end of the initial sixty (60) day period and the Termination Date until the refund amount is equal to fifty percent (50%) of the Entrance Fee. In no event shall you be entitled to any refund if the Termination Date occurs more than twelve (12) months after the Occupancy Date. This option shall be referred to as the One (1) Year, Four Percent (4%) Per Month Declining Refund.

Ninety-Two Month, One Percent Per Month Declining Refund Option. If you have selected the One Percent (1%) Per Month Declining Refund Option, Well•Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid in the event that the Termination Date occurs within sixty (60) days after the Occupancy date. If the Termination Date occurs more than sixty (60) days after the Occupancy Date, Well•Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid less one percent (1%) of the total Entrance Fee for each calendar month between the end of the initial sixty (60) day period and the Termination Date. In no event shall you be entitled to any refund if the Termination Date occurs more than ninety-two (92) months after the Occupancy Date. This option shall be referred to as the Ninety-Two Month, One Percent (1%) Per Month Declining Refund.

For purposes of computing Entrance Fee Refunds, a partial calendar month of more than 15 days shall be treated as a full calendar month and a partial calendar month of 15 or fewer days shall be ignored. The Effective Date and Termination Date shall be counted as full calendar days.

Removal of Property.

You agree to the removal of your property from the Living Unit and the Well•Spring Community within either a two (2) week grace period if the Living Unit is in Independent Living or a one (1) week grace period if the Living Unit is in the Health Center after the Termination Date. After the applicable grace period, you or your estate shall pay a daily rate based on the Monthly Fee applicable to your Living Unit less the published Food Credit. Additionally, Well•Spring may store such property at your or your estate's expense for up to sixty (60) days after which it may be disposed of by Well•Spring without liability.

**Termination of the Residence and Care Agreement – Health Care
(All Exhibits and Sections referenced in this section refer to Residence and
Care Agreements found in Appendix D)**

Termination Date

As used in this section, "Termination Date" shall mean the date on which this Agreement is terminated either (i) in accordance with the provisions of Article II above; or (ii) by either you or Well·Spring in accordance with the provisions of this Article VII.

Duties upon Termination

Your Daily Charge is to be paid through the Termination Date. In no event shall Well·Spring be obligated to refund more than one (1) month's payment of your Daily Charge. No refund of any portion of the Daily Charge shall be due as a result of your transfer to another institution or facility, unless this Agreement is terminated in accordance with its terms.

Upon termination by either you or Well·Spring pursuant to Article II above or the provisions of this section, you agree to pay Well·Spring all amounts owed to it any reasonable expenses incurred in connection with the termination of this Agreement, including, but not limited to:

- Cost of any repairs or replacement of property assigned to your use.
- Painting or other refurbishment of your Health Center Living Unit in excess of that required by normal wear.
- Well·Spring may set off any amounts owed it by you against any refund due.

Well·Spring shall refund any payment of your Daily Charge that may be due to you within five (5) working days after: (i) this Agreement has terminated in accordance with Section II above; (ii) Well·Spring receives written notification of your termination of this Agreement pursuant to the provisions of this section; or (iii) Well·Spring notifies you in writing of termination of this Agreement by Well·Spring pursuant to the provisions of this section.

Termination During 30 Day Opt-Out ("Rescission") Period.

You may terminate this Agreement by giving written notice thereof to Well·Spring within thirty (30) days following the later of (i) the Effective Date of this Agreement (as defined in Section VIII, paragraph 2) or (ii) the receipt of a Disclosure Statement that meets the requirement of the laws of the State of North Carolina. You do not have to move in before the expiration of the 30-day rescission period. If you terminate this Agreement within this thirty (30) day period prior to

your occupancy of your Living Unit, Well•Spring will refund your Deposit, less any fees charged to you by Well•Spring.

Termination by You When Death, Illness, Injury or Incapacity Prevents Occupancy.

If, at any time prior to occupancy, including the thirty (30) day rescission period described above, you are not able to commence occupancy of your Health Center Living Unit or an accommodation in the Health Center due to death, illness, injury or incapacity, you or your personal representative shall give written notice thereof to Well•Spring together with information to validate your claim. Upon validation of your claim, this Agreement would be automatically terminated, and the Termination Date shall be the date of the notice, and you or your legal representative shall receive a refund of your Reservation Fee less any fees charged by Well•Spring to you or your legal representative within five (5) business days after it accepts your claim.

(Note: this paragraph is not applicable to residents who transfer to the Health Center from a Living Unit.)

Voluntary Termination by You.

If you wish to voluntarily terminate this Agreement for reasons other than described stated in paragraphs 3 and 4 above, then you must provide written notice to Well•Spring at least 30 days prior to your desired termination date

Termination by Well•Spring

Well•Spring shall have the right to terminate this Agreement at any time for any cause which, in its judgment and sole discretion, shall be good and sufficient. Good and sufficient cause shall include, without limitation, the following:

- Failure to perform your obligations under this Agreement, including, but not limited to, the obligation to pay the Daily Charge and other charges, within fifteen (15) days after they are due to be performed or paid.
- Failure to abide by the rules and regulations of Well·Spring Community, including such changes as may be adopted from time to time.
- Material misstatement or failure to state a material fact in your application, financial statement or health history statement filed with Well·Spring.
- Changes in your financial status prior to occupancy at Well·Spring Community that impair your ability to meet Well·Spring's financial qualifications for acceptance.
- Dissipation or commitment of your financial resources in a voluntary and discretionary manner that impairs your ability to meet your financial obligations to Well·Spring.
- Permanent transfer to another public or private institution.
- You develop a medical condition or illness, such that you can no longer live independently and require assisted living or skilled nursing facility care, as determined by one or more physicians (hereafter the "Consulting Physician") selected by Well·Spring who will consult with your physician.

Well·Spring shall give you at least thirty (30) days prior written notice of your Termination Date unless your continued occupancy presents a threat to the safety of others or to yourself, in which case Well·Spring shall have the right to reduce the prior notice period in its discretion and to make the termination immediately effective, if necessary.

Limitation of Remedies and Damages for Default by Well·Spring.

Until you notify us in writing of an alleged default and afford us a reasonable time in which to cure the alleged default, no default by Well·Spring in the performance of any of the obligations or promises herein agreed to by Well·Spring or imposed by law shall constitute a material breach of this Agreement, and you shall have no right to terminate the Agreement for any such breach or suspend your performance under this Agreement. Regardless of their duration, the defective condition of or failure to repair, maintain, or provide any area, fixture, or facility used in connection with social or recreational activities will not constitute a material

breach of this Agreement and you shall have no right to terminate this Agreement or suspend your performance under this Agreement.

Removal of Property

You agree to the removal of your property from the Living Unit and the Well•Spring Community within either a two (2) week grace period if the Living Unit is in Independent Living or a one (1) week grace period if the Living Unit is in the Health Center after the Termination Date. After the applicable grace period, you or your estate shall pay a daily rate based on the Monthly Fee applicable to your Living Unit less the published Food Credit. Additionally, Well•Spring may store such property at your or your estate's expense for up to sixty (60) days after which it may be disposed of by Well•Spring without liability.

Changes During Residency Life Care

(All Exhibits and Sections referenced in this section refer to Residence and Care Agreements found in Appendix C)

There may come a time when you, or if Co-Residents, one of you, must move from your Living Unit to the Health Center or to another facility which provides services not available at Well•Spring. Well•Spring is aware that this is a critical transition and shall adhere to the following procedures regarding any such transfer.

Consultations.

Except in case of emergency, Well•Spring shall not transfer you from your Living Unit or from the Health Center for health-related or other reasons until it has consulted with you and your physician, or with anyone else you designate as a primary contact. In the case of an emergency transfer, the consultations described above shall be scheduled by Well•Spring within five (5) days after transfer.

Consents.

When Well•Spring determines it to be appropriate, after the consultations provided for in the preceding paragraph have occurred, to transfer you from your Living Unit to the Health Center or to a suitable public or private facility for hospitalization, health care, or other health-related services, Well•Spring shall have the right and authority to transfer you without having to obtain your further consent.

In the event that Well•Spring determines that your continued occupancy of your Living Unit constitutes a danger to other residents or to yourself, or is detrimental to the peace or health of other residents, Well•Spring shall have the right and authority to transfer you to another Living Unit, to the Health Center, or to a suitable public or private facility without having to obtain your further consent.

Temporary Transfer.

When Well•Spring is persuaded that the condition which requires your transfer has the potential to be resolved in a manner which may allow you to return to your Living Unit, the unit will be held for your return in accordance with the provisions of this paragraph. The return to your Living Unit is subject to the approval of Well•Spring. You agree to pay the Monthly Fee applicable to your Living Unit during any temporary absence. During the first thirty (30) days (whether or not consecutive) of Health Center occupancy without a break of at least thirty (30) days, your Living Unit shall be held and reserved for you in the event you no longer need the services of the Health Center, at no extra cost. In the event you continue occupancy in the Health Center beyond thirty (30) days and wish to continue to reserve your Living Unit, Well•Spring may require you to pay a monthly Holding Fee in accordance with Well•Spring's Living Unit Holding Policy in effect at such time. Well•Spring's Living Unit Holding Policy may delay imposing the Holding Fee later than thirty (30) days, but in no circumstance will it begin earlier than the thirty (30) days stated above. The days you occupy the Health Center shall be counted, whether or not consecutive. After you have reoccupied your Living Unit for a period of thirty (30) consecutive days, your prior days of occupancy in the Health Center shall not be counted. You may not hold the Living Unit for more than ninety (90) days beyond the initial thirty (30) days of Health Center occupancy without the approval of Well•Spring. If you choose to surrender the Living Unit, and your physician and Well•Spring's Medical Director shall subsequently determine that you can resume occupancy in a Living Unit, you will receive a top priority for assignment to a comparable Living Unit as soon as such a unit becomes available.

Permanent Transfer.

When Well•Spring determines that the condition which required your transfer is not temporary in nature, your Living Unit shall be released and made available to a new resident except in the case of the permanent transfer of one Co-Resident, in which case the other Co-Resident shall be entitled to remain in the Living Unit in accordance with the provisions of Section VII, paragraph 4 below. Any decision by Well•Spring relating to your transfer or the release of your Living Unit may be appealed to Well•Spring's Board of Trustees or to a duly designated committee thereof, whose decision shall be final and binding upon all parties.

Changes During Residency Modified Life Care
(All Exhibits and Sections referenced in this section refer to Residence and
Care Agreements found in Appendix C)

There may come a time when you, or if Co-Residents, one of you, must move from your Living Unit to the Health Center or to another facility which provides services not available at Well•Spring. Well•Spring is aware that this is a critical transition and shall adhere to the following procedures regarding any such transfer:

Consultations.

Except in case of emergency, Well•Spring shall not transfer you from your Living Unit or from the Health Center for health-related or other reasons until it has consulted with you and your physician, or with anyone else you designate as a primary contact. In the case of an emergency transfer, the consultations described above shall be scheduled by Well•Spring within five (5) days after transfer.

Consents.

When Well•Spring determines it to be appropriate, after the consultations provided for in the preceding paragraph have occurred, to transfer you from your Living Unit to the Health Center or to a suitable public or private facility for hospitalization, health care, or other health-related services, Well•Spring shall have the right and authority to transfer you without having to obtain your further consent.

In the event that Well•Spring determines that your continued occupancy of your Living Unit constitutes a danger to other residents or to yourself, or is detrimental to the peace or health of other residents, Well•Spring shall have the right and authority to transfer you to another Living Unit, to the Health Center, or to a suitable public or private facility without having to obtain your further consent.

Return to Living Unit and Release of Living Unit.

When you are transferred from your Living Unit to the Health Center, your Living Unit shall be reserved for you for the first 30 days of Health Center occupancy so that you may return to your Living Unit if your condition permits. Your Living Unit shall be released and made available to a new resident after 30 days of Health Center occupancy, unless you have reserved your Living Unit through payment of the Holding Fee as provided in Article IV, Section 3(c) above, and except in the case of the permanent transfer of one Co-Resident, in which case the other Co-Resident shall be entitled to remain in the Living Unit in accordance with the provisions of Section VII, paragraph 4 below. Any decision by Well•Spring

relating to your transfer or the release of your Living Unit may be appealed to Well·Spring's Board of Trustees or to a duly designated committee thereof, whose decision shall be final and binding upon all parties.

Changes During Residency Health Care
(All Exhibits and Sections referenced in this section refer to Residence and Care Agreements found in Appendix D)

There may come a time when you must move (i) from a Health Center Living Unit to a living unit in the Skilled Nursing area in the Health Center, if available, (a "Skilled Nursing Unit") or (ii) to another facility which provides Skilled Nursing, hospital or other services not available at Well·Spring. Please note that Well·Spring makes no representations as to the availability of Skilled Nursing care on its campus. Well·Spring is aware that this is a critical transition and will observe the following procedures during any such transfer.

Consultations

Except in case of emergency, Well·Spring will not transfer you from a Health Center Living Unit in the Health Center for health-related or other reasons unless it has provided you with at least five (5) days advance notice and consulted with you and your physician, or with anyone else you designate as a primary contact. In the case of an emergency transfer, the consultations described above will be scheduled by Well·Spring within five (5) days after transfer.

Changes in Levels of Care in the Health Center

When Well·Spring determines it to be appropriate and after the consultations described in Section VI, paragraph 1 above, Well·Spring shall have the authority to transfer you from one type of Health Center Living Unit to another within the Health Center or to another facility. You agree to pay the Daily Charge then in effect for the type of Health Center Health Center Living Unit occupied by you, and this Agreement shall be amended to reflect the change in your Health Center Health Center Living Unit and the applicable Daily Charge.

Consents

When Well·Spring determines it is appropriate, after the consultations called for in Section VI, paragraph 1 above, to transfer you from your Health Center Living Unit to a Skilled Nursing Unit, if available, or from the Health Center to a suitable public or private facility for skilled nursing, hospitalization, health care, or other health-related services, Well·Spring shall have full authority and right to transfer you without having to obtain your further consent.

In the event that Well·Spring determines that your continued occupancy of a Health Center Living Unit constitutes a danger to other residents or to yourself, or is detrimental to the peace or health of other residents, Well·Spring shall have full authority to transfer you to another Health Center Living Unit in the Health Center or to a suitable public or private facility without having to obtain your further consent.

Transfer within the Health Care Center and Holding Fee for Health Center Living Unit.

If you are transferred from your Health Center Living Unit (the “Original Health Center Living Unit”) to another Health Center Living Unit in the Health Center, you will immediately pay the Daily Charge for that other Health Center Living Unit. During the first fourteen (14) days (whether or not consecutive) of your occupancy of the other Health Center Living Unit, your Original Health Center Living Unit will be held for you at no extra cost to you in the event you no longer need the services provided by the other Health Center Living Unit. If you continue occupancy of the other Health Care Unit for more than fourteen (14) days (whether or not consecutive), and you wish to continue to hold your Original Health Care Living Unit, Well·Spring may require you to pay, in addition to the Daily Charge for other Health Care Living Unit, a Holding Fee equal to the Daily Charge for your Original Health Care Living Unit minus the cost of meals. You may not hold your Original Health Center Living Unit for more than 90 days without the approval of Well·Spring. If you choose to surrender your Original Health Center Living Unit, and your physician and Well·Spring’s Medical Director shall subsequently determine that you can resume occupancy in your Original Health Center Living Unit, you will receive a top priority for assignment to a comparable Health Care Living Unit as soon as such a unit becomes available.

Temporary Transfer From the Health Center

When Well·Spring is persuaded that the condition which requires your transfer from the Health Center to another public or private facility has the potential to be resolved in a manner which may allow you to return to a Health Center Health Center Living Unit, a Health Center Health Center Living Unit will be held for your return. The return to a Health Center Living Unit is subject to the approval of Well·Spring. During any temporary absence, you agree to pay the Daily Charge applicable to the type of Health Center Living Unit occupied by you prior to your transfer.

Permanent Transfer From the Health Center

When Well·Spring determines that the condition which required your transfer from the Health Center to another public or private facility is not temporary in nature, your Health Center Living Unit shall be released and made available to a new resident, in which case Well·Spring shall have the right to terminate this Agreement. Any decision by Well·Spring relating to your permanent transfer from the Health Center to a public or private facility may be appealed to Well·Spring's Board of Trustees or to a duly designated committee thereof, whose decision shall be final and binding on all parties.

Changes in Occupancy By Co-residents

In the event that Co-residents occupy an Independent Living Unit and one Co-resident dies or the Residence and Care Agreement is terminated with respect to one of them, the total Entrance Fee paid by the Co-residents shall be deemed to have been paid on behalf of the remaining Resident, whose Residence and Care Agreement shall remain in effect. Any refund of an Entrance Fee will be calculated upon termination of the Residence and Care Agreement of the remaining Resident and be refunded upon termination of the Residence and Care Agreement with the remaining Resident. When the Agreement of one (1) Co-resident terminates, the remaining or surviving Resident shall have the option to remain in the same Independent Living Unit or move to a smaller Living Unit, if and when available, in accordance with the terms of Section VIII, paragraph 1 ("Change of Living Unit"), of the Residence and Care Agreement. The remaining Resident will pay the Monthly Fee for a single Resident associated with the Independent Living Unit occupied by the Resident. If under a Lifecare Residence and Care Agreement one (1) Co-resident transfers permanently from their Independent Living Unit to the Health Center, the Co-residents will continue to pay the Co-residents' Monthly Fee applicable to the Independent Living Unit that they occupied at the time of transfer, and the Resident, who is transferred to the Health Center, will also pay the cost of two additional meals each day.

Marriages/New Second Occupant

Married Co-residents shall be treated the same as other Co-residents. Co-residents' rights and responsibilities are set out in detail in Section VII of the Residence and Care Agreement. If a Resident marries another Resident, the two Residents must execute a new Residence and Care Agreement jointly in order to occupy the Independent Living Unit of either Resident. Upon entering the new Residence and Care Agreement, the married Co-residents shall surrender the Independent Living Unit not to be occupied by them. No refund will be payable

with respect to the Living Unit surrendered, except in accordance with the terms of the Refund Option chosen by the Resident surrendering the Living Unit. Such married Residents will pay the then-current Monthly Fee for Co-residents associated with the Living Unit occupied by them.

In the event that a Resident marries a person who is not a Resident of Well•Spring Community, the spouse may become a Co-resident if, in Well•Spring's sole judgment, such spouse meets all of the then current requirements for acceptance into Well•Spring Community. Before commencing occupancy, the spouse of the Resident must sign and become a Co-resident under the Residence and Care Agreement then in effect for the Independent Living Unit, which Agreement shall be amended to require: (i) payment by the Resident and spouse of an Entrance Fee amount equal to the difference between the then-current single Resident and the Co-resident Entrance Fee applicable to the type of Living Unit to be occupied by the Resident and spouse; and (ii) payment of the current Co-resident Monthly Fee associated with the Living Unit to be occupied by the Resident and spouse. If the Resident's spouse does not meet the requirements of Well•Spring for admission as a Resident, the Resident may terminate his or her Residence and Care Agreement, in which event the Resident shall be subject to the termination and refund provisions of his or her Residence and Care Agreement.

The Benevolent Trust Fund

It is the policy of Well•Spring to allow for financial assistance from its Benevolent Trust Fund, which had assets totaling approximately \$5,050,000 as of December 31, 2018, which is an asset of Well•Spring Foundation. This assistance is given to a limited number of applicants of modest means and/or to supplement current residents' monthly service fees if the need arises.

Such a request is considered by the Benevolence Committee of the Board of Trustees, which makes its decision primarily on the basis of the merits of the applicant and the funds available. Such use of the contributed funds is limited by Well•Spring's obligation to meet its commitment to all residents and to operate on a sound financial basis.

SERVICES AND FEES

Services Provided Pursuant To A Residence And Care Agreement Which Are Covered By The Entrance And Monthly Fees As Well As Services Which Are Not Covered Under The Residence And Care Agreement And Which Will Be At The Resident's Expense - Lifecare And Modified Lifecare Agreements

(All Exhibits and Sections referenced in this section refer to Residence and Care Agreements found in Appendix C)

Well•Spring shall provide to you the following services and facilities upon your occupancy at Well•Spring. Unless otherwise specified, there shall be no additional charge made for any of these services and facilities other than payment of the Entrance Fee and Monthly Service Fees, each of which is hereafter described below.

- ***Living Unit.***

Well•Spring grants to you the right to occupy and use the independent living unit ("Living Unit"), described in Exhibit A and selected by you, subject to the terms and provisions of this Agreement.

- ***Common Facilities.***

You may use, in common with other Residents, the common facilities of Well•Spring including, but not limited to, the dining room, lounges, lobbies, libraries, social and recreation rooms and designated outdoor activity areas. At times, advance reservation may be required for certain common facilities. There will be additional charges for your use of special services, such as beauty/barber shop and convenience store/gift shop.

- ***Emergency and Temporary Illnesses.***

- ***Emergencies.*** The Health Center Staff and/or Safety Staff employed by Well•Spring shall be available to you for emergencies.
- ***Temporary Illnesses.*** For temporary illness, care will be available in the Health Center under the direction of Well•Spring's Medical Director. Well•Spring operates a licensed home care agency which is available to you for temporary illnesses. You shall pay for any home health care you may require to the extent it is not covered by your

insurance or by government programs. Well•Spring's Health Center is available on a temporary basis in accordance with Section V, paragraph 3.

- ***Exclusions.***

The health and medical care for which you are responsible for payment includes, but is not limited to:

- charges of any physician, podiatrist, nurse practitioner, therapist or other health care provider;
- rehabilitative and therapeutic services;
- laboratory, X-ray and other diagnostic services;
- home health care and hospice;
- prescription drugs and supplies or equipment;
- vision, hearing, and dental care, including all supplies, equipment and appliances;
- orthopedic appliances;
- mental health services
- hospital charges;
- ambulatory surgical services;
- ambulance services;
- all other services for which you otherwise expressly agreed to pay under the terms of this Agreement.

- ***Food and Meals.***

- ***Dining Room Service.*** Three (3) meals will be served in the dining room on Monday through Saturday; and brunch will be served on Sunday. Your Monthly Service Fee will include a meal plan, which you may choose in accordance with Well•Spring dining service procedures. You may purchase additional meals or additional dining services separately. Any unused meals or unused account balance for any meal cycle period shall be forfeited and shall not be applied as a credit against meal charges for any other period. Well•Spring will periodically publish a schedule of meal rates ("meal rates") to establish the cost of additional meals or additional dining services. When you give Well•Spring advance notice that you are going to be away from Well•Spring for more than seven (7) consecutive nights, you will be credited for the missed meals, according to a schedule periodically published by Well•Spring (the "Food Credit").

- Meals in Living Units. When authorized by Well•Spring, meal delivery shall be provided to you in your Living Unit. Well•Spring may make additional charges for meals delivered to Living Units.
- Dietary Service. When authorized by Well•Spring's medical and dietary personnel, meals accommodating special diets may be provided. Well•Spring may make additional charges for special diets.
- Dining Room Service for Guests. Dining room service shall be available for your guests. You may purchase guest meals at any time or use your meal plan or account balance for guest meals during your meal cycle period. This arrangement may be altered for special events and holidays, and it is subject to reasonable prior notice and availability.

- ***Furnishings.***

Well•Spring shall furnish your Living Unit with wall-to-wall carpeting, vinyl, sink, stove, garbage disposal, window blinds, washing machine and dryer, refrigerator with freezer, dishwasher, emergency call system, daily courtesy check-in system, bathroom with grab bars in the tub and/or shower, individual thermostatic control for heating and air-conditioning, cable television outlets, telephone outlets and smoke alarm. All other furnishings shall be provided by you.

- ***Grounds.***

Well•Spring shall furnish basic grounds-keeping care, including lawn service. You, at your own expense, may plant and maintain areas designated by Well•Spring, subject to the prior approval of Well•Spring.

- ***Guests.***

You shall be free to invite guests to your Living Unit for daily and overnight visits. Guest rooms may be available from time to time at a reasonable rate for overnight stays by your guests. Well•Spring reserves the right to make rules regarding visits and guest behavior and may limit or terminate a visit at any time for reasons it deems appropriate. Two weeks is the maximum continuous stay for guests unless prior approval from the Executive Director is obtained. Except for short-term guests, no person other than you or a Co-Resident (as described below), if any, may reside in the Living Unit without the approval of Well•Spring.

- ***Health Center and Resident Clinic.***

Well•Spring shall provide the following health care services and facilities:

- *Health Center – Lifecare Resident Agreement.* In its Health Center (“Health Center”), Well•Spring shall provide (i) licensed nursing care and (ii) licensed adult care. When a determination is made by your physician and approved by Well•Spring’s Medical Director (as defined below) that you need licensed nursing care or licensed adult care, Well•Spring shall provide such care in the Health Center, or arrange for your transfer to another facility.
- *Health Center – Modified Lifecare Resident Agreement.* In its Health Center (“Health Center”), Well•Spring shall provide (i) licensed nursing care and (ii) licensed adult care. When a determination is made by your physician and approved by Well•Spring’s Medical Director (as defined below) that you need licensed nursing care or licensed adult care, Well•Spring shall provide such care in the Health Center or arrange for your transfer to another facility. If you remain in the Health Center for more than 14 days, you will begin paying the Discounted Per Diem Rate instead of the Monthly Fee, as provided in Article IV, Section 3.
- *Health Center - Non-Residents.*
If Non-Resident patients are admitted to the Health Center from the outside community, they shall be admitted under the condition that they may be discharged in order to make a bed available for a Resident, if needed.
- *Transfer to Another Facility.*
In the rare event that space for a Resident is for some reason not available in the Health Center, Well•Spring shall arrange and pay for your temporary care in another facility that can provide you the same care that would otherwise have been provided by Well•Spring until space in the Health Center becomes available. You will continue to pay Well•Spring the monthly fee. Well•Spring will pay the difference between your payments and the cost of the other facility.
- *Resident Clinic.*
Well•Spring shall provide a Resident Clinic (“Clinic”) on the premises where Residents may be seen and treated as outpatients. Arrangements shall be made for one (1) or more physicians, selected by Well•Spring (“Clinic Physicians”), to keep scheduled office hours at the Clinic. There is no charge for the service of the Well•Spring nurse in the Frank Reid

Brown Clinic or the satellite clinic. There is a nominal charge for procedures that are routinely done, such as blood sugar testing. The cost of care related supplies used shall be charged to you. You shall pay for office visits with Clinic Physicians or other Clinic health professionals including nurse practitioners and other non-physician providers. There is no obligation to use the Clinic or the Clinic Physicians. You remain free to engage, at your expense, the services of any physician or other health care provider of your choice.

- ***Hospital Coverage and Transfer Agreements.***

Well•Spring is not obligated to pay any charges for hospitalization or costs related thereto. In the event it becomes necessary for you to be transferred to a hospital, Well•Spring shall provide any information available to meet the provisions of any hospital transfer agreement, and you agree that Well•Spring has the right to provide such information, which may include part or all of your medical records, in accordance with applicable privacy and confidentiality laws.

Well•Spring is not designed or staffed to care for persons afflicted with certain diseases including, but not limited to, psychosis, substance abuse and addiction, or contagious disease. If you require care for a disease or condition which Well•Spring in consultation with your physician determines is a potential danger to the health and welfare of yourself, other residents or staff, you agree that Well•Spring has the authority, after consultations described in the transfer provisions of this Agreement have occurred, to transfer you elsewhere for hospitalization or nursing care as may be deemed necessary by the Medical Director, whether or not the condition is deemed to be temporary in nature. If the transfer is deemed permanent by the Medical Director, your Living Unit may be released and refunds shall be made in accordance with the termination provisions of this Agreement and the provisions describing Co-Resident's rights and responsibilities, if applicable. Well•Spring will not pay for treatment for conditions that cannot be treated by Well•Spring.

- ***Housekeeping***

Well•Spring shall provide certain housekeeping services in your Living Unit on a weekly basis. Time allotted shall be determined by the type of Living Unit in accordance with a schedule published periodically by Well•Spring. These housekeeping services include vacuuming, floor maintenance, necessary cleaning of bathroom and kitchen, dusting, and other such tasks Well•Spring deems necessary

under the circumstances. Additional housekeeping services may be made available at your expense.

- ***Illness or Injury Away from Well•Spring.***

If you become ill or are injured or develop a condition while you are away from Well•Spring which requires medical attention or treatment away from Well•Spring, all charges for any offsite medical attention or treatment for you shall be your personal responsibility. Upon your return to Well•Spring, Well•Spring shall resume providing all services to which you are entitled under this Agreement. For purposes of this paragraph, you shall be considered to be away from Well•Spring if your illness or injury or condition occurs when you are not on the grounds of Well•Spring.

- ***Mail.***

Well•Spring shall provide a mailbox for each Living Unit.

- ***Maintenance and Repair.***

Well•Spring shall perform all necessary repairs, maintenance, and replacement of its property and equipment. Necessary repairs, maintenance and replacement of your personal property shall be your responsibility.

- ***Medical Director.***

Well•Spring shall retain the services of a qualified physician (“Medical Director”) to be responsible for the quality of all medical services and medically related activities provided by Well•Spring.

- ***Meetings with Residents.***

At least quarterly, Well•Spring shall hold meetings with the residents of Well•Spring for the purpose of free discussion of subjects of interest. Reasonable advance notice of each meeting shall be given. Upon request of the Residents’ Association, a member of the Board of Trustees shall attend such meetings. An agenda and any materials that are distributed at the meeting shall be available for review upon request.

- ***Parking.***

One (1) parking space shall be provided per Living Unit. Parking places shall be assigned by Well•Spring based upon established policy. Parking spaces shall be provided only if you maintain a vehicle.

- ***Private Caregivers and Personal Aides.***

You shall pay for all expenses (including meals if desired) of private caregivers and personal aides whom you employ and all of these individuals shall be subject to all rules and regulations in effect at the Well•Spring Community. No private caregivers or personal aides may be employed without prior notice to Well•Spring, and at all times they are subject to Well•Spring's Private Caregiver Policy.

- ***Programs.***

Well•Spring shall provide programs of social, educational and recreational activities. Religious services shall be provided on a regular basis.

- ***Real Estate Taxes.***

Well•Spring shall be responsible for the payment of all real estate taxes, if any, assessed upon its property comprising the Well•Spring Community.

- ***Rehabilitation Therapies and Specialists.***

You or your medical insurance shall pay for all diagnostic, therapeutic and rehabilitative services. Well•Spring may make arrangements for the services of a physical therapist, occupational therapist, speech therapist, or other health professionals such as podiatrist, dentist, and audiologist on the premises by appointment, but you are free to engage the services of any health professional of your choice at his or her office or elsewhere off the premises.

- ***Rights of Subrogation.***

Should you be injured by a third party and should such injury require Well•Spring to provide health care services for you under this Agreement, Well•Spring shall be subrogated, to the extent allowed by North Carolina law, to your rights against such other third party to the extent necessary to reimburse Well•Spring for the costs incurred in providing health care services for you under this Agreement.

To the extent allowed by North Carolina law, this right of subrogation authorizes Well•Spring to institute legal action in your name; provided, however, that such action shall not cause or result in a compromise, waiver or release of any causes of action that you may have against such third party for such injuries.

- ***Security.***

Well•Spring shall use reasonable care in providing security on the premises for you and your property. Well•Spring shall not be responsible for loss or damage to your personal property.

- ***Storage.***

Storage space for your use shall be allocated to your Living Unit.

- ***Transportation.***

Well•Spring shall provide regularly scheduled local transportation. Additional special transportation for personal or group trips shall be available at additional cost. Transportation is reserved by calling the front desk.

- ***Utilities.***

Well•Spring shall provide utilities to your Living Unit such as water, sewer, heating, electricity, and air-conditioning. Well•Spring shall not be responsible for any periods of service disruption regarding these utilities. Well•Spring will provide basic cable television service to your Living Unit. You may purchase the premium cable television channels that may be available at the Well•Spring Community at monthly rates established by the local cable provider. You shall install and maintain telephone service in your Living Unit and you shall pay the cost of telephone service (landline or cellular), installation, maintenance and use. The Well•Spring campus has a wireless internet network available for resident use. Additionally, you may install and maintain cable internet access and high-speed wireless internet access in your Living Unit. You shall pay the cost of additional internet service, installation, maintenance and use.

Your Rights And Responsibilities As A Resident – Life Care And Modified Life Care

(All Exhibits and Sections referenced in this section refer to Residence and Care Agreements found in Appendix C)

- ***Commencing Occupancy.***

You agree to pay the balance of your Entrance Fee and to commence occupancy of your Living Unit on the Occupancy Date set forth in the attached Exhibit A (the “Occupancy Date”). If Well•Spring is unable to make the Living Unit available to you on the Occupancy Date, a revised Occupancy Date shall be established by written mutual agreement. If you fail to occupy the Living Unit on the Occupancy Date, you shall nevertheless become obligated on that date to pay the balance of your Entrance Fee and to begin and continue paying the Monthly Fee applicable to your Living Unit less the published Food Credit, unless this Agreement is terminated in accordance with Section VI. If the occupancy date on Exhibit A falls within the rescission period and you have not occupied your unit, you will not be required to occupy the unit or pay the monthly fee on the unit until the earlier of either actual occupancy or the end of the rescission period.

In the event that Well•Spring determines prior to or on the Occupancy Date that you cannot occupy the Living Unit selected by you because of a change in your health status, you agree to commence occupancy on the Occupancy Date in the Health Center in an accommodation suitable to your needs. Well•Spring agrees to consult with you and your physician, or with anyone else you designate as a primary contact, prior to making a determination that you are unable to occupy your Living Unit for health reasons. If you are admitted directly into the Health Center because of a change in your health status prior to your Occupancy Date, the Living Unit you selected shall be released and made available to a new Resident unless you were a Co-Resident, in which case, your Co-Resident shall be entitled to occupy your Living Unit as provided below. Should Well•Spring later determine that you have become able to occupy the Living Unit and to live independently, then (i) if your Co-Resident occupies your Living Unit, you may return to that Living Unit with your Co-Resident; or (ii) if your Living Unit was released, you shall be entitled to return to that Living Unit if it is available; or (iii) you may select another available Living Unit of the type described in Exhibit A. If neither your Living Unit nor a Living Unit of the type described in Exhibit A is available, Well•Spring, in its discretion, shall offer you a Living Unit of another type, until a Living Unit of the type described in Exhibit A becomes available. Unless you and Well•Spring agree

otherwise, you shall relocate to a Living Unit of the type you originally selected in Exhibit A, upon the availability of such Living Unit. No refund of any portion of the Entrance Fee shall be due as a result of your transfer from the Health Center to a Living Unit or your occupancy of a Living Unit other than the type described in Exhibit A.

If, after the consultations described above, Well•Spring determines that you require care that cannot be provided at Well•Spring due to changes in your health status, Well•Spring shall have the right to terminate this Agreement (or in the case of Co-Residents, to terminate this Agreement with respect to the Resident whose health status has changed), and any refund of your Entrance Fee shall be made in accordance with the provisions of Section VI and Section VII below if applicable.

- ***Financial Statements.***

If Well•Spring has reason to believe that your affairs are not being managed in accordance with the preservation of your assets section, you agree to provide Well•Spring with financial statements, including copies of your federal, state and gift tax returns or other financially related information.

- ***Furnishings.***

You shall be responsible for furnishing your Living Unit. All furniture and electrical and other appliances provided by you shall be subject to Well•Spring's approval in order to keep the Living Units safe and sanitary.

- ***Health Information***

You agree to provide any and all health information as requested by Well•Spring. Said information may include, but shall not be limited to: (a) medical history, (b) report of current physical examination and current physician's orders, including diet, treatment, and current medications; and (c) a physician's statement that you are free from a communicable disease within 30 days prior to admission. If you are suffering from a communicable disease, you will provide a physician's certificate that the disease is not in a transferable stage. Any health information requested by Well•Spring shall be kept confidential and will only be used to determine a resident's fitness to remain in your Living Unit.

- ***Housekeeping.***

You agree to maintain your Living Unit in a clean, safe and orderly condition, in conformance with all applicable health regulations, and to perform all usual housekeeping not provided by Well•Spring. You shall notify Well•Spring immediately in the event of any damage to your Living Unit, any water leakage, or

any other necessary repairs or maintenance. Maintenance or repairs required as a result of damage caused by you or your guests, as opposed to normal wear and tear, is not included in the Monthly Occupancy Fee and will be billed to you.

- ***Indemnification.***

You shall indemnify, defend and hold Well•Spring and its members, directors, trustees, officers, agents and employees harmless from and against any and all claims, causes of action, damages, costs, and expenses, including, without limitation, attorney's fees and expenses and court costs resulting from any injury or death to persons or any damage to property caused by, resulting from, or attributable to, or in any way connected with your negligent or intentional acts or omissions. (You may wish to obtain insurance at your own expense to cover this obligation.)

- ***Linens.***

You shall provide your own bed and bath linens.

- ***Medicare and Supplemental Insurance Requirements.***

You shall enroll in and maintain Medicare (Part A and Part B) coverage (or equivalent insurance coverage acceptable to Well•Spring if you do not qualify for Medicare coverage), and you shall furnish Well•Spring with evidence of such coverage upon request. You shall also enroll in and maintain participation in any governmental program or entitlement for which you qualify that provides medical or nursing care or financial assistance for medical or nursing care. You shall also provide Well•Spring with evidence of such participation upon request.

You shall secure and maintain a supplemental insurance policy (such as Medicare supplemental insurance) approved by Well•Spring to pay for charges for care not covered by Medicare (or by equivalent coverage required by the preceding paragraph, if applicable) or by other governmental programs or entitlements. You shall not be required to provide such supplemental insurance if you show evidence satisfactory to Well•Spring that you are able to personally pay for such charges. This supplemental insurance coverage is not provided by Well•Spring.

If at any time you become eligible for payments for health services from governmental agencies, you agree to make prompt application for such payments. Well•Spring shall not pay for any nursing or medical care or related supplies that are covered by Medicare, any governmental programs or entitlements or by supplemental insurance which you are obligated to maintain or participate in under this Agreement. You agree that upon receiving third-party reimbursement, you shall repay Well•Spring for any reimbursable costs which Well•Spring incurred or paid on your behalf while your reimbursement approval was pending.

If any care provided to you by Well•Spring is covered by insurance or some other kind of third-party payor coverage, you shall nevertheless be primarily responsible for all payments due Well•Spring pursuant to this Agreement regardless of such third-party benefits. Well•Spring shall assist you by providing information in our possession you may need in applying for health services or benefits under any programs for which you might qualify. In addition, Well•Spring shall provide you information you may need in filing claims for payment of services provided by Well•Spring. Upon request, you agree to execute benefit assignments to Well•Spring.

- ***Non-Transferable.***

Your rights under this Agreement to the Living Unit, facilities or services provided for herein are personal to you and these rights cannot be transferred or assigned by you to any other person or entity.

- ***Pets.***

Pets or animals of any kind shall be allowed on the premises only in strict compliance with Well•Spring's written policies and with the prior written consent of Well•Spring. Well•Spring retains the right to modify pet policies at any time as it deems necessary to assure the safety and comfort of all Residents.

- ***Policies, Rules and Regulations.***

You agree to abide by the policies, rules and regulations of Well•Spring including such changes as may be adopted from time to time. These policies shall be set forth in a Resident Handbook and shall be made available to you by the management of Well•Spring.

- ***Power of Attorney***

You agree to execute and maintain in effect a limited Durable Power of Attorney as provided in Chapter 32A, Article 2 of the General Statutes of North Carolina (or similar laws subsequently enacted). This Power of Attorney shall designate as your attorney-in-fact, a bank, a lawyer, a relative or some other responsible person or persons of your choice, to act for you in managing your financial affairs and filing for your insurance or other benefits as fully and completely as you could if acting personally. It shall be in a form which survives your incapacity or disability and it shall otherwise be satisfactory to Well•Spring. You shall deliver a fully executed copy of this Durable Power of Attorney to Well•Spring prior to the Occupancy Date and you must notify Well•Spring in writing of any subsequent changes to your Power of Attorney, including the appointment of a new legal representative.

If you revoke your Power of Attorney and do not name a new personal representative, or if your personal representative dies, becomes incapacitated or cannot be located after a reasonable search, then you agree that Well•Spring will be your Attorney-in-Fact, coupled with an interest, for the sole purpose of giving Well•Spring the authority to nominate a legal guardian for you to serve when approved by a court as provided by law.

- ***Preservation of Your Assets.***

You agree to manage your financial resources so as not to threaten or impair your ability or the ability of your estate to satisfy your financial obligations as set forth in this Agreement. At the request of Well•Spring, you agree to make arrangements for the preservation and management of your financial resources by a third-party (or parties), including but not limited to the execution and funding of a trust agreement for your benefit whenever, in the sole judgment of Well•Spring, it appears that your continued management of your financial affairs may make you unable to meet your financial obligations to Well•Spring.

Well•Spring shall have no obligation to see to the proper management of your financial affairs, and you shall be solely responsible for the proper management or arranging for the proper management of your financial affairs.

- ***Protection of Personal Property.***

Well•Spring shall not be responsible for the loss of any personal property belonging to you due to theft, fire or any other cause, unless such property is specifically entrusted in writing to Well•Spring's care and control and then only for gross negligence in failing to safeguard and account for such property. (You may wish to obtain insurance at your own expense to protect against such losses.)

- ***Real Property.***

Your rights and privileges, as granted herein, do not include any right, title or interest whether legal, equitable, beneficial or otherwise, in or to any part of the real property, including land, buildings and improvements owned or operated by Well•Spring.

- ***Relationships between Residents and Staff Members.***

Employees of Well•Spring are supervised solely by Well•Spring's management staff, and not by residents. Employees and their families may not accept gratuities, bequests, or payment or any kind from residents. Any complaints about employees or requests for special assistance must be made to the appropriate supervisor or to the Executive Director or his/her designee. You acknowledge and agree that you or your family will not hire Well•Spring employees or solicit such employees to resign their employment at Well•Spring in order to work for you or your family. You also acknowledge and agree that, unless consented to by Well•Spring, you will not hire any former Well•Spring employee until three (3) months has elapsed from the date of termination of the person's employment at Well•Spring.

- ***Representations Made by You in Connection with Application for Residency.***

Your application forms, including the statements of your finances and health history, which you filed with Well•Spring as part of the residency application process described in the Reservation Agreement, are incorporated into this Agreement by reference and all statements therein are deemed to be true as of the date made. You represent and warrant that you have disclosed to Well•Spring all material changes in this information occurring since the date of your application.

Any material misstatement, or any material omission to state a fact called for, shall entitle Well•Spring to terminate this Agreement under Section VI, paragraph 5. By executing this Agreement, you represent and warrant that your sources of income are adequate to meet your financial responsibilities to Well•Spring and to pay all of your personal and incidental expenses. You represent and warrant that you have not made any gift or transfer for less than fair value of real or personal property in contemplation of the execution of this Agreement. You also agree that no such gift or transfer for less than fair value will be made subsequent to the execution of this Agreement that would impair your ability to satisfy your financial obligations under this Agreement. If you are unable to meet such financial obligations, you agree to make every reasonable effort to obtain assistance through or by means of your family or otherwise except as acknowledged in writing by Well•Spring.

- ***Residents' Association***

Residents shall have the right to organize and operate a Residents' Association at Well•Spring Community, and shall have the right to meet privately to conduct business as an association. The officers of the Residents' Association shall serve as liaison between the residents and Well•Spring.

- ***Resident Physician.***

You shall designate and provide Well•Spring with the name of your attending physician. Well•Spring shall not be responsible for the professional medical services provided by your attending physician.

- ***Responsibility for Damages.***

You shall be responsible for any costs incurred in replacing, maintaining or repairing any loss or damage to the real or personal property of Well•Spring caused by the negligence or willful misconduct of you, your guests, agents, employees or pets. (You may wish to obtain insurance at your own expense to cover this obligation.)

- ***Right of Entry.***

You shall permit authorized employees of Well•Spring to enter your Living Unit at all reasonable times for inspection, housekeeping and maintenance and at any time in case of emergencies. Well•Spring recognizes your right to privacy and it shall limit entry to your Living Unit to emergencies and as described above.

- ***Rights of Residents.***

Your rights as a Resident under this Agreement are those rights and privileges expressly granted to you by this Agreement or by North Carolina law.

- ***Structural Changes.***

Any structural or physical change of any kind within or about your Living Unit shall require Well•Spring's prior written approval and thereafter may be subject to its supervision. The cost of any changes you request, and the cost of restoring the Living Unit to its original condition upon the termination of this Agreement, if deemed necessary by Well•Spring, shall be your personal obligation. All built-in changes shall immediately become and remain the property of Well•Spring. You agree to permit access by Well•Spring to your Living Unit in order to make any structural or mechanical changes that may be required to comply with local building codes or otherwise needed in connection with any construction or improvement projects at Well•Spring.

- ***Subordination of Rights.***

Notwithstanding anything to the contrary your rights, privileges or benefits arising under this Agreement shall be subordinate and inferior to all mortgages, security interests, deeds of trust and leasehold interests granted to secure any loans or advances made to Well•Spring, its related entities, or its successors, now outstanding or made in the future, in the real property and improvements constituting

the Well•Spring Community, and also subordinate and inferior to all amendments, modifications, replacements, refunding or refinancings thereof. You agree that, at the request of Well•Spring, you shall execute and deliver any and all documents which are deemed by Well•Spring to be necessary or required to effect or evidence such subordination.

- ***Taxes on Personal Property.***

You shall pay all taxes assessed regarding your personal property.

- ***Will and Funeral Arrangements.***

If you have not already done so, you agree to make a will providing for disposal of your personal property, the appointment of an executor of your estate, and funeral and burial arrangements, within sixty (60) days after the date of this Agreement. You agree to provide Well•Spring with written verification from your attorney or from another independent source that these arrangements have been made within sixty (60) days of the date of this Agreement. You acknowledge that while Well•Spring shall not be responsible for making arrangements relating to disposal of personal property and funeral and burial arrangements, if Well•Spring must do so, you agree that Well•Spring shall be reimbursed by your estate for all such expenses.

Fees – Lifecare

(All Exhibits and Sections referenced in this section refer to Residence and Care Agreements found in Appendix C)

- ***Statement of Fees.***

You shall pay the total Entrance Fee and the Monthly Fees set forth in attached Exhibit A, which represent payment for the services to be provided by Well•Spring under this Agreement. If you are a Co-Resident as defined in Section VII, paragraph 1 below, the total Entrance Fee for Co-Residents shown on Exhibit A is the total Entrance Fee applicable to your Living Unit, and you and your Co-Resident are jointly and severally liable for its payment. If you are a Co-Resident, the Co-Resident's Monthly Fee shown on Exhibit A is the total Monthly Fee applicable to your Living Unit, and you and your Co-Resident are jointly and severally liable for its payment.

Any Reservation Fee (as defined in the Reservation Agreement) and other Entrance Fee payments to Well•Spring shall be credited to reduce the Entrance Fee balance due. The total Entrance Fee shall be due and payable on or before the date your Living Unit is physically occupied or the recorded Occupancy Date, whichever comes first. After your Occupancy Date, earnings on the Entrance Fee will become the property of Well•Spring and will not be refunded.

• ***Monthly Fees for Occupancy of Living Unit.***

You agree to pay Well•Spring the Monthly Fee in advance by the 15th day of each calendar month beginning with the Occupancy Date of your living unit. This fee shall be prorated for any applicable period of less than one month. Unless expressly stated in this Agreement, fees shall not be waived, suspended, or reduced. The Monthly Fee may be adjusted periodically by Well•Spring at its sole discretion upon at least sixty (60) days advance written notice to you.

If this Agreement is terminated, Monthly Fees prepaid for periods after the termination date shall be refunded to you; provided that Well•Spring shall not be obligated to refund more than one (1) month's Monthly Fee and provided further that Well•Spring shall be entitled to set off against any refund any amounts that you may owe to it.

Well•Spring shall endeavor to maintain the Monthly Fee at the lowest feasible rate consistent with sound financial practice and maintenance of the quality of services including health care services to be provided by Well•Spring. When Well•Spring does adjust those fees, you shall pay the adjusted fee. You agree that you shall have no right to offset or withhold payment for the Monthly Fee or any other amounts you owe Well•Spring under this Agreement for any reason.

You agree to pay the Monthly Fee applicable to your Living Unit whether you are residing in your Living Unit or in the Health Center.

In the Health Center, you will be served three meals each day and agree to pay such additional charges as may be due thereby. You will be invoiced monthly for any services and supplies provided for you that Well•Spring is not obligated to provide without additional charge, and such invoices will be due and payable by the 15th day of each calendar month.

Fees – Modified Lifecare

(All Exhibits and Sections referenced in this section refer to Residence and Care Agreements found in Appendix C)

- ***Statement of Fees.***

You shall pay the total Entrance Fee and either the Monthly Fee or the Discounted Per Diem Rate (as applicable) set forth in attached Exhibit A, which charges represent payment for the services to be provided by Well•Spring under this Agreement. If you are a Co-Resident as defined in Section VII, paragraph 1, the total Entrance Fee for Co-Residents shown on Exhibit A is the total Entrance Fee applicable to your Living Unit, and you and your Co-Resident are jointly and severally liable for its payment. If you are a Co-Resident, the Co-Resident's Monthly Fee shown on Exhibit A is the total Monthly Fee applicable to your Living Unit, and you and your Co-Resident are jointly and severally liable for its payment.

Any Reservation Fee (as defined in the Reservation Agreement) and other Entrance Fee payments to Well•Spring shall be credited to reduce the Entrance Fee balance due. The total Entrance Fee shall be due and payable on or before the date your Living Unit is physically occupied or the recorded Occupancy Date, whichever comes first.

- ***Monthly Fees for Occupancy of Living Unit.***

You agree to pay Well•Spring the Monthly Fee in advance by the 15th day of each calendar month beginning with the Occupancy Date of your Living Unit. This fee shall be prorated for any applicable period of less than one month. Unless expressly stated in this Agreement, fees shall not be waived, suspended, or reduced. The Monthly Fee may be adjusted periodically by Well•Spring at its sole discretion upon at least sixty (60) days' advance written notice to you.

Well•Spring shall endeavor to maintain the Monthly Fee at the lowest feasible rate consistent with sound financial practice and maintenance of the quality of services (including health care services) to be provided by Well•Spring. When Well•Spring does adjust those fees, you shall pay the adjusted fee. You agree that you shall have no right to offset or withhold payment for the Monthly Fee or any other amounts you owe Well•Spring under this Agreement for any reason.

You agree to pay the Monthly Fee applicable to your Living Unit so long as you are residing in your Living Unit or your Living Unit is being reserved for you.

You shall be invoiced monthly for any services and supplies provided for you, and such invoices shall be due and payable by the 15th day of each calendar month.

• ***Per Diem Rates and Holding Fees for Occupancy in Health Center.***

• Well•Spring shall establish, amend from time to time, and publish per diem rates for accommodations and services in the Health Center (the “Health Center Per Diem Rates”), taking into account rates being charged by other comparable nursing centers and the costs of operation of the Health Center.

• In the event you are transferred from your Living Unit to the Health Center in accordance with Article II, Section 3(a), or are transferred from a hospital or other facility to the Health Center, you shall continue to pay the Monthly Service Fee (or a prorated portion thereof) for the first fourteen (14) days (whether or not consecutive) of occupancy in the Health Center. Beginning on day 15 of Health Center occupancy, you shall cease paying the Monthly Service Fee and shall begin paying a discounted Health Center Per Diem Rate (the “Discounted Per Diem Rate”) as published by Well•Spring.

• During the first thirty (30) days (whether or not consecutive) of Health Center occupancy, your living unit shall be held for you in the event you no longer need the services of the Health Center, at no extra cost beyond that indicated in Article IV, Section 3(b) above. In the event you continue occupancy in the Health Center beyond thirty (30) days (whether or not consecutive) and wish to continue to hold your Living Unit, Well•Spring may require you to pay, in addition to the Discounted Per Diem Rate for the Health Center, a monthly Holding Fee equal to the Monthly Fee for your Living Unit minus the cost of meals. The days you occupy the Health Center shall be counted, whether or not consecutive. After you have reoccupied your Living Unit for a period of thirty (30) consecutive days, your prior days of occupancy in the Health center shall not be counted. You may not hold the Living Unit for more than ninety (90) days beyond the initial thirty (30) days of Health Center occupancy without the approval of Well•Spring. If you choose to surrender the Living Unit, and you physician and Well•Spring’s Medical Director shall subsequently determine that you can resume occupancy in a Living Unit, you will receive a top priority for assignment to a comparable Living Unit as soon as such a unit becomes available.

• If you have permanently transferred from your Living Unit to a Health Center Living Unit (the “Original Health Center Living Unit”) and then you are transferred from your Original Health Center Living Unit to another Health Center Living in the Health Center, you will immediately pay the Discounted

Daily Charge for the other Health Center Living Unit. During the first fourteen (14) days (whether or not consecutive) of your occupancy of the other Health Center Living Unit, your Original Health Center Living Unit will be held for you at no extra cost to you in the event you no longer need the services provided by the other Health Care Living Unit. If you continue occupancy of the other Health Care Living Unit for more than fourteen (14) days (whether or not consecutive), and you wish to continue to reserve your Original Health Care Living Unit, Well•Spring may require you to pay, in addition to the Discounted Daily Charge for other Health Care Living Unit, a Holding Fee equal to the Daily Charge for your Original Health Care Living Unit minus the cost of meals. You may not reserve your Original Health Center Living Unit for more than ninety (90) days without the approval of Well•Spring. If you choose to surrender your Original Health Center Living Unit, you will receive a top priority for assignment to a comparable Health Care Living Unit as soon as such a unit becomes available.

**Services Provided Pursuant To A Health Care Agreement
Which Are Covered By Monthly Fees And Services Which
Are Not Covered Under The Health Care Agreement As
Well As Which Will Be A The Resident's Expense -
Healthcare Agreement**

**(All Exhibits and Sections referenced in this section refer to Healthcare
Agreement found in Appendix D)**

Upon your occupancy in Well•Spring's Health Care Center (as defined in Section III, paragraph 2), Well•Spring shall provide to you during the Term of this Agreement the Living Unit and care shown on Exhibit A to this Agreement ("Health Center Living Unit") and shall make available to you the facilities of Well•Spring Community. Unless otherwise specified, there shall be no charge made for any of these services and facilities other than payment of the standard daily charge on Exhibit A (the "Daily Charge").

• *Living Unit in the Health Care Center*

Well•Spring confers on you the right to occupy and use the Health Center Living Unit during the Term of this Agreement of the type selected by you and described in Exhibit A, subject to the terms and provisions of this Agreement.

- ***Adult Care, Resident Clinic, Skilled Nursing and Licensed Nursing Care***
Well•Spring will provide the following health care services and facilities to residents occupying Living Units in the Health Care Center:

- Assisted Living Care - Assisted Living Care shall be provided in accordance with North Carolina licensure statutes and regulations for licensed adult care. Well•Spring will provide you with licensed adult care in the Well•Spring Community Health Care Center (the "Health Care Center"). Responsible staff will be on duty at all times in the Health Care Center to assist you when necessary with bathing, dressing, grooming, eating, ambulation, and other activities of daily living. Well•Spring reserves the right to change the services provided under this Agreement at any time in order to comply with licensure laws and regulations from time to time in effect.
- Resident Clinic - Well•Spring will provide a Resident Clinic ("Clinic") on the Health Care Center premises where residents may be seen and treated as outpatients. Arrangements may be made for one (1) or more physicians, affiliated with Well•Spring ("Clinic Physicians"), to keep scheduled office hours at the Clinic. Routine services provided by the Clinic nursing staff will be provided at no additional charge. You shall pay an additional charge for office visits to Clinic Physicians or other Clinic health professionals including nurse practitioners and other physician extenders. There is no obligation to use the Clinic or the Clinic Physicians. You remain free to engage at your expense the services of a physician of your choice.
- Skilled Nursing Care & Licensed Nursing Care - Well•Spring may provide the following health care services and facilities to residents occupying Skilled Nursing Units in the Health Care Center, if available. Well•Spring makes no representations as to the availability of Skilled Nursing care on its campus. Well•Spring may provide licensed nursing care to you in the Health Care Center. Well•Spring reserves the right to change the services provided under this Agreement at any time in order to comply with licensure laws and regulations from time to time in effect.

- ***Common Facilities***

You may use, in common with other residents, the common facilities of Well•Spring's Health Care Center including but not limited to the dining room,

lounges, lobbies, libraries, social and recreation rooms, and designated outdoor activity areas. At times, advance reservation may be required for certain common facilities. There will be additional charges for your use of special services, such as beauty/barber shop and convenience store/gift shop.

- ***Emergencies***

The Health Care Center staff and/or safety staff employed by Well•Spring will be available to you in case of emergencies.

- ***Exclusions***

You agree that you or your insurance shall pay for all costs of your health and medical care except as follows:

- If you occupy a Living Unit, you shall be provided (i) assisted living (licensed as adult care) care in accordance with Section III, paragraph 2(a); (ii) care provided by Well•Spring in the Resident Clinic in accordance with Section III, paragraph 2(b); (iii) care provided by Well•Spring in emergencies in accordance with Section III, paragraph 4 and (iv) care provided for temporary illness.
- The health and medical care for which you are responsible for payment includes, but is not limited to:
- charges of any physician, dentist, podiatrist, nurse practitioner or other physician extenders or therapists;
- rehabilitative, and therapeutic services, including, but not limited to, speech therapy, occupational therapy, physical therapy, and respiratory therapy;
- laboratory, X-ray, and other diagnostic services;
- home health care and hospice;
- prescription drugs and supplies or equipment;
- oxygen supplies
- vision, hearing, and dental care, including all supplies, equipment and appliances;
- orthopedic appliances;
- mental health services;
- hospital charges;
- ambulatory surgical services;
- ambulance services;
- all other services for which you otherwise expressly agreed to pay under the terms of this Agreement.

- ***Food and Meals***

- Meals - Your Daily Charge includes three (3) meals per day for each day of a month. Meals will be served in the dining room, which is located in the Health Care Center. When authorized by Well•Spring, meal delivery service will be provided to your Living Unit.
- Food Credit - When you give Well•Spring advance notice that you are going to be away from Well•Spring for more than seven (7) consecutive nights or if you are hospitalized, you will be credited for the missed meals, according to a schedule periodically published by Well•Spring (the "Food Credit").
- Dietary Service - When authorized by Well•Spring's medical and dietary personnel, meals accommodating special diets may be provided.
- Dining Room for Guests - Dining room service will be available for your guests. Guests will be charged for meals at the currently published meal rate and charges for such meals will be included in your monthly service charge statements (referred to as the "Monthly Statement").

- ***Furnishings***

Well•Spring will furnish your Living Unit in the Health Care Center with mini-blinds, emergency nurse call system, bathroom with grab bars, individual thermostatic control for heating and air-conditioning, cable television outlet, telephone outlet, and smoke alarm. All other furnishings shall be provided by you and are subject to Well•Spring's approval in order to keep the Health Care Center safe and sanitary.

- ***Grounds***

Well•Spring will furnish basic grounds keeping care. Well•Spring Community will have conveniently located garden areas for Health Care Center residents.

- ***Guests***

You will be free to invite guests to your Living Unit for daily visits. Guest rooms may be available at a published rate for overnight stays by your guests from time to time. Well•Spring reserves the right to make rules regarding visits and guest behavior and may limit or terminate a visit at any time for reasons it deems appropriate. No person other than you may reside in your Living Unit.

- ***Hospital Coverage and Transfer Agreements***

Well•Spring is not obligated to pay any charges for hospitalization or costs related thereto. In the event it becomes necessary for you to be transferred to a hospital, Well•Spring shall provide any medical or financial information available to meet the provisions of any hospital admissions agreement, and you agree that Well•Spring has the right to disclose such information, which may include part or all of your records.

Well•Spring is not designed or staffed to care for persons afflicted with certain diseases including, but not limited to, psychosis, substance abuse and addiction or contagious disease. If you require care for a disease or condition which Well•Spring in consultation with your physician determines is a potential danger to the health and welfare of you, other residents or staff, you agree that Well•Spring has the authority, after consultations described in the transfer provisions of this Agreement, to transfer you elsewhere for hospitalization or nursing care as may be deemed necessary by the Medical Director, whether or not the condition is deemed to be temporary in nature. If the transfer is deemed permanent by the Medical Director, your Living Unit may be released and made available to another Resident in accordance with the provisions of Section VI below, in which case Well•Spring shall have the right to terminate this Agreement.

- ***Housekeeping***

Well•Spring will provide certain housekeeping services in your Living Unit on a weekly basis and as required by applicable licensing regulations.

- ***Illness or Injury Away from Well•Spring Community***

If you become ill or are injured or develop a condition while you are away from Well•Spring which requires medical attention or treatment away from Well•Spring, all charges for any offsite medical attention or treatment for you shall be your personal responsibility. Upon your return to Well•Spring, Well•Spring shall assume providing all services to which you are entitled under this Agreement. For purposes of this paragraph, you shall be considered to be away from Well•Spring if your illness or injury or condition occurs when you are not on the grounds of Well•Spring.

- ***Mail***

A mailbox for each Living Unit will be provided in a central location in Assisted Living. Mail will be delivered to your room by staff in Skilled Nursing, Memory Care and Rehab.

- ***Maintenance and Repairs***

Well•Spring will perform all necessary repairs, maintenance and replacement of its property and equipment. Necessary repairs, maintenance and replacement of your personal property shall be your responsibility.

- ***Medical Director***

Well•Spring will retain the services of a qualified physician ("Medical Director") to be responsible for the quality of all medical services and medically related activities provided by Well•Spring.

- ***Meetings with Residents***

Well•Spring will hold at least quarterly meetings with the residents of Well•Spring Community for the purpose of free discussion of subjects of interest. Notice of each meeting will be given. Residents may, however, bring any grievances concerning the Health Care Center or suggestions for changes in rules and policies to the attention of Health Care Center staff at any time.

- ***Private Caregivers and Personal Aides***

You shall pay for all expenses (including meals if desired) of private caregivers and personal aides whom you employ, and all of these individuals shall be subject to all rules and regulations in effect at the Well•Spring Community. No private caregivers or personal aides may be employed without prior notice to Well•Spring, and at all times they are subject to Well•Spring's Private Caregiver Policy.

- ***Programs***

Well•Spring will provide programs of social, educational and recreational activities. Religious services will be provided on a regular basis.

- ***Real Estate Taxes***

Well•Spring will be responsible for the payment of all real estate taxes, if any, assessed on its property comprising Well•Spring Community.

- ***Rehabilitation Therapies, etc.***

You or your medical insurance will pay for all diagnostic, therapeutic and rehabilitative services. Well•Spring will make arrangements for specialized rehabilitative services, such as physical therapy, occupational therapy and speech therapy, on the Health Care Center premises. Well•Spring may also make

arrangements for the services of other health care professionals on the Health Care Center premises by appointment. You are free to engage the services of the health care professional of your choice.

- ***Right of Subrogation***

Should you be injured by a third party and such injury requires Well•Spring to provide health care services under this Agreement, Well•Spring shall be subrogated, to the extent allowed by North Carolina law, to your rights against such other third party to the extent necessary to reimburse Well•Spring for all of its costs and expenses incurred by reason of such injuries.

To the extent allowed under North Carolina law, this right of subrogation authorizes Well•Spring to institute legal action in your name; provided, however, that such action shall not cause or result in a compromise, waiver or release of any causes of action that you may have against such third party for such injuries.

- ***Security***

Well•Spring will use reasonable care in providing security on the premises for you and your property. Well•Spring shall not be responsible for loss or damage to personal property. Well•Spring strongly discourages the keeping of valuable jewelry, papers, large sums of money or other items of value in the Health Care Center.

- ***Storage***

Limited storage space for clothing and possessions will be allocated to your Living Unit.

- ***Transportation***

Well•Spring will provide regularly scheduled local transportation and will assist in arranging for transportation at other times. Additional special transportation for personal or group trips will be available at additional cost.

- ***Utilities***

Well•Spring will provide utilities to your Living Unit such as water, sewer, heating, electricity, and air-conditioning. Well•Spring will not be responsible for periods of disruption of these utilities. You may install and maintain telephone service in your Living Unit and you shall pay the costs of its installation, maintenance and use. Well•Spring will provide basic cable television service to your Living Unit. You may install and maintain cable internet access and wireless internet access in your Living Unit. You shall pay the cost of internet service, installation, maintenance and use.

Your Rights And Responsibilities As A Resident - Healthcare
(All Exhibits and Sections referenced in this section refer to
Healthcare Agreement found in Appendix D)

• ***Commencing Occupancy***

You agree to commence occupancy of your Living Unit on the occupancy date set forth in Exhibit A (the "Occupancy Date"). If Well•Spring is unable to make a Living Unit available to you on the Occupancy Date, a revised Occupancy Date shall be established by written mutual agreement. Both the Occupancy Date and any revised Occupancy Date established pursuant to the terms of this paragraph shall be referred to as the "Occupancy Date." If you fail to occupy your Living Unit on the Occupancy Date, you shall nevertheless become obligated on that date to begin paying and to continue paying the Daily Charge set out in Exhibit A, less the published Food Credit.

If you are scheduled to enter a Living Unit but Well•Spring determines prior to or on the Occupancy Date that you are unable to occupy the Living Unit because of a change in your health status, you have the option of either: (i) terminating this Agreement, in which case neither party shall have any further obligations to the other; or (ii) if you meet Well•Spring's criteria for residency in a Skilled Nursing Unit (defined in Section VI), you may occupy a Skilled Nursing Unit (provided a Nursing Unit is available and such occupancy is permitted under applicable law and regulation), in which case this Agreement shall be amended to require you to pay the Daily Charge applicable to care in a Skilled Nursing Care Unit. Well•Spring agrees to consult with you and your physician or with anyone else you designate as a primary contact pursuant to Section VI below, prior to making a determination that you are unable to occupy a Living Unit. If, after the consultations described above, Well•Spring determines that you would require care that cannot be provided at Well•Spring due to changes in your health status, Well•Spring shall have the right to terminate this Agreement.

• ***Financial Statements***

If Well•Spring has reason to believe that your affairs are not being managed in accordance with Section IV, paragraph 11, you agree to provide Well•Spring with

financial statements, including copies of your federal, state and gift tax returns or other financially related information.

• ***Health Information***

You agree to provide any and all health information as requested by Well•Spring. Said information may include, but shall not be limited to: (a) medical history, (b) report of current physical examination and current physician's orders, including diet, treatment, and current medications; and (c) a physician's statement that you are free from a communicable disease within 30 days prior to admission. If you are suffering from a communicable disease, you shall provide a physician's certificate that the disease is not in a transferable stage. Any health information requested by Well•Spring shall be kept confidential and will only be used to determine a resident's fitness to remain in a Living Unit.

• ***Housekeeping***

You agree to maintain your Living Unit in a clean, safe and orderly condition, in conformance with all applicable health regulations, and to perform all usual housekeeping not provided by Well•Spring. You shall notify Well•Spring immediately in the event of any damage to your Living Unit, any water leakage, or any other necessary repairs or maintenance. Maintenance or repairs required as a result of damage caused by you or your guests, as opposed to normal wear and tear, is not included in the Daily Rate and will be billed to you.

• ***Indemnification***

You shall indemnify, defend and hold Well•Spring and its members, directors, trustees, officers, agents and employees harmless from and against any and all claims, causes of action, damages, costs, and expenses, including, without limitation, attorneys fees and expenses and court costs resulting from any injury or death to persons or any damage to property caused by, resulting from, or attributable to, or in any way connected with your negligent or intentional acts or omissions. (You may wish to obtain insurance at your own expense to cover this obligation.)

• ***Medicare and Supplemental Insurance Requirements***

You shall enroll in and maintain Medicare (Part A and Part B) coverage (or equivalent insurance coverage acceptable to Well•Spring if you do not qualify for Medicare coverage) and shall furnish Well•Spring with evidence of such coverage upon request. You shall also enroll in and maintain participation in any governmental program or entitlement for which you qualify that provides medical

or nursing care or financial assistance for medical or nursing care. You shall also provide Well•Spring with evidence of such participation on request.

You are required to secure and maintain a supplemental insurance policy (such as Medicare supplemental insurance) approved by Well•Spring to pay for charges for care not covered by Medicare (or by equivalent coverage required by the preceding paragraph, if applicable) or by other governmental programs or entitlements. You will not be required to provide such supplemental insurance if you show evidence satisfactory to Well•Spring that you have the financial ability to pay for such charges. This coverage is not provided by Well•Spring.

If at any time you become eligible for payments for health services from governmental agencies, you agree to make prompt application for such payments. Well•Spring will not pay for any nursing or medical care or related supplies that are covered by Medicare, any governmental programs or entitlements, or supplemental insurance which you are obligated to maintain or participate in under this Agreement. You agree that upon receiving third-party reimbursement, you will repay Well•Spring for any third-party reimbursable costs which Well•Spring incurred or paid on your behalf while your reimbursement approval was pending.

If care provided to you by Well•Spring is covered by insurance or some other third-party payer coverage, you shall nevertheless be primarily responsible for making all payments due Well•Spring pursuant to this Agreement regardless of such third-party benefits. Well•Spring will assist you in applying for health services or third-party benefits under any programs for which you might qualify. In addition, Well•Spring will assist you in filing claims for payment for services rendered by Well•Spring. Upon request you agree to execute assignments of benefits to Well•Spring

- ***Non-Transferable***

Your rights under this Agreement to a Living Unit or services provided for herein are personal to you and cannot be transferred or assigned by you to any other person or entity.

- ***Pets***

Pets are allowed to reside in Health Care with prior approval by the Director of Health Services. Pets are defined as dogs, cats, (limit one per resident), birds (kept in a cage), and fish (maximum aquarium size of 10 gallons). Pets must be registered with Health Care and you must provide vaccination and licensing records to Health Care. Health Care staff is not responsible for the care of resident pets. If you become unable to care for your pet, a pet sitter may be hired or you will be asked to find a

new home for your pet. Pet owners are responsible for any damage that occurs to Well•Spring premises as a result of their pet.

• ***Policies, Rules and Regulations***

You agree to abide by the policies, rules, and regulations of Well•Spring including such changes as may be adopted from time to time. These policies shall be set forth in a Resident Handbook and will be made available to you through the management of Well•Spring.

• ***Power of Attorney***

You agree to execute and maintain in effect a limited Durable Power of Attorney as provided in Chapter 32A, Article 2 of the General Statutes of North Carolina (or similar laws subsequently enacted). This Power of Attorney shall designate as your attorney-in-fact a bank, lawyer, relative or other responsible person or persons of your choice to act for you in managing your financial affairs and filing for your insurance or other benefits as fully and completely as you would if acting personally. It shall be in a form which survives your incapacity or disability and be otherwise satisfactory to Well•Spring. You shall deliver a fully executed copy of this Power of Attorney to Well•Spring upon Occupancy and you must notify Well•Spring in writing of any subsequent changes to your Power of Attorney, including the appointment of a new legal representative. If you revoke your Power of Attorney and do not name a new personal representative, or if your personal representative dies, becomes incapacitated or cannot be located after a reasonable search, then you agree that Well•Spring shall be your Attorney-in-Fact, coupled with an interest, for the sole purpose of giving Well•Spring the authority to nominate a legal guardian for you, to serve when approved by a court as provided by law.

• ***Preservation of Your Assets***

You agree to manage your financial resources so as not to threaten or impair your ability or the inability of your estate to satisfy your financial obligations as set forth in this Agreement. At the request of Well•Spring, you agree to make arrangements for the preservation and management of your financial resources by a third party (or parties), including but not limited to the execution and funding of a trust agreement for your benefit whenever, in the sole judgement of Well•Spring, it appears that your continued management of your financial affairs may make you unable to meet your financial obligations to Well•Spring.

Well•Spring shall have no obligation to see to the proper management of your financial affairs, and you shall be solely responsible for proper management or arranging for the proper management of your financial affairs.

- ***Protection of Personal Property***

Well•Spring is not responsible for the loss of any personal property belonging to you due to theft, fire, or any other cause, unless said property is specifically entrusted in writing to Well•Spring's care and control and then only for gross negligence in failing to safeguard and account for such property. (You may wish to obtain insurance at your own expense to protect against such losses.)

- ***Real Property***

Your rights and privileges, as granted herein, do not include any right, title or interest whether legal, equitable, beneficial or otherwise, in or to any part of the real property, including land, buildings and improvements, owned or operated by Well•Spring.

- ***Relationships between Resident and Staff Members***

Employees of Well•Spring are supervised solely by Well•Spring's management staff, and not by residents. Employees and their families may not accept gratuities, bequests, or payment of any kind from residents. Any complaints about employees or requests for special assistance must be made to the appropriate supervisor or to the Executive Director or his/her designee. You acknowledge and agree that you or your family will not hire Well•Spring employees or solicit such employees to resign their employment at Well•Spring in order to work for you or your family. You also acknowledge and agree that, unless consented to by Well•Spring, you will not hire any former Well•Spring employee until three (3) months elapse from the date of termination of the person's employment at Well•Spring.

- ***Representations Made by You in Connection with Application for Residency***

Your application forms, including the statements of your finances and health history, which you filed with Well•Spring as part of the residency application process described in the Reservation Agreement are incorporated into this Agreement by reference, and all statements therein are deemed to be true as of the date made. You represent and warrant that you have disclosed to Well•Spring all material changes in this information occurring since the date of your application. Any material misstatement, or any material omission to state a fact called for, shall entitle Well•Spring to terminate this Agreement. By executing this Agreement, you represent and warrant that your sources of income are adequate to meet your financial responsibilities to Well•Spring and to pay all of your personal and incidental expenses. You represent and warrant that you have not made any gift or

transfer for less than fair value of real or personal property in contemplation of the execution of this Agreement. You also agree that no such gift or transfer for less than fair value will be made subsequent to the execution of this Agreement that would impair your ability to satisfy your financial obligations under this Agreement. If you are unable to meet such financial obligations, you agree to make every reasonable effort to obtain assistance through or by means of your family or otherwise except as acknowledged in writing by Well•Spring.

- ***Resident Physician***

You shall designate and provide Well•Spring with the name of your attending physician. Well•Spring shall not be responsible for the professional medical services provided by your attending physician.

- ***Residents' Association***

Residents shall have the right to organize and operate a residents' association at Well•Spring Community, and shall have the right to meet privately to conduct business as an association. The officers of the residents' association shall serve as a liaison between the residents and Well•Spring.

- ***Responsibility for Damages***

You shall be responsible for any costs incurred in replacing, maintaining or repairing any loss or damage to the real or personal property of Well•Spring caused by the negligence or willful misconduct of you, your guests, agents, employees. (You may wish to obtain insurance at your own expense to cover this obligation.)

- ***Right of Entry***

You shall permit authorized employees of Well•Spring into your Living Unit at all reasonable times for purposes of providing care, inspection, housekeeping, maintenance, and at any time in case of emergencies.

- ***Rights of Residents***

Your rights as a resident under this Agreement are those rights and privileges expressly granted to you in this Agreement or by North Carolina law.

- ***Structural Changes***

You shall not make any structural or physical change of any kind within or about a Living Unit occupied by you.

- ***Subrogation of Rights***

Notwithstanding anything to the contrary herein, your rights, privileges or

benefits arising under this Agreement shall be subordinate and inferior to all mortgages, security interests, deeds of trust and leasehold interests granted to secure any loans or advance made to Well•Spring, its related entities, or its successors, now outstanding or made in the future, in the real property and improvements constituting Well•Spring Community, and subordinate and inferior to all amendments, modifications, replacements, refunding or refinancing thereof. You agree that, upon the request of Well•Spring, you shall execute and deliver any and all documents which are deemed by Well•Spring to be necessary or required to effect or evidence such subordination.

- ***Taxes on Personal Property***

You shall pay all taxes assessed on your personal property.

- ***Will and Funeral Arrangements***

If you have not already done so, you agree to make a will providing for disposal of your personal property, the appointment of an executor of your estate, and funeral and burial arrangements, within sixty (60) days after the date of this Agreement. You agree to provide Well•Spring with written verification from your attorney or from another independent source that these arrangements have been made within sixty (60) days of the date of this Agreement. You acknowledge that while Well•Spring shall not be responsible for making arrangements relating to disposal of personal property and funeral and burial arrangements, if Well•Spring must do so, you agree that Well•Spring shall be reimbursed by your estate for all such expenses.

Fees – Healthcare Agreement

**(All Exhibits and Sections referenced in this section refer to
Healthcare Agreement found in Appendix D)**

- ***Payment of Daily Charge and Additional Charges***

You agree to pay Well•Spring the Daily Charge set forth in Exhibit A, which represents payment for the facilities and services to be provided to you under this Agreement. The Daily Charge shall be prorated for any applicable period of less than one month. Unless expressly stated in this Agreement, charges shall not be waived, suspended, or reduced. The Daily Charge may be adjusted periodically by Well•Spring at its sole discretion upon at least sixty (60) days notice to you.

Well•Spring will endeavor to maintain the Daily Charge applicable to your Living Unit at the lowest possible rate consistent with sound financial practice and maintenance of quality health care services to be provided by Well•Spring. When Well•Spring does adjust those fees, you agree to pay the adjusted charge. You agree

that you have no right to offset or withhold payment of the Daily Charge or any other amounts you owe Well•Spring under this Agreement for any reason.

You will be invoiced for any medical and health care services, supplies or equipment provided for you that Well•Spring is not obligated to provide under the terms of this Agreement without additional charge, and such invoices shall be due and payable by the fifteen (15th) day of the month.

Entrance Fees Independent Living

Well•Spring offers three entrance fee refund options. Well•Spring's 90% Refund Option is only applicable to the Lifecare Residence and Care Agreement. The entrance fee refund plans differ only in the amount of the entrance fee required and the amount of refund available, if any, upon termination of the Residence and Care Agreement. The entrance fee refund plans are described below.

One Year, Four Percent Per Month Declining Refund Option - (Plan A) (Lifecare & Modified Lifecare)

A resident or his or her estate will receive 90% of the entrance fee paid in the event the termination date occurs within 60 days after the scheduled date of move-in. Thereafter, the refund will be equal to 90% of the entrance fee paid less 4% of the entrance fee per month of occupancy after the initial 60 days. After 12 months of occupancy, no refund will be paid under this option.

Ninety-two Month, One Percent Per Month Declining Refund Option - (Plan B)

(Lifecare & Modified Lifecare)

Same as Plan A during the initial 60 day occupancy period. Thereafter, the refund is equal to 90% of the entrance fee paid less 1% of the entrance fee per month of occupancy after the initial 60 days. No refund will be paid after 92 months of occupancy.

Ninety Percent Refund Option - (Lifecare Only)

Under Well•Spring's 90% Refund Option, Well•Spring will refund an amount equal to 90% of the entrance fee paid, regardless of when the termination date occurs.

ENTRANCE FEES

LIFECARE RESIDENCE AND CARE AGREEMENT

Effective: January 1, 2019

	Plan A		Plan B*		90% Refund Option*	
	One Person	Two Person	One Person	Two Person	One Person	Two Person
APARTMENTS:						
1 Bedroom/1 Bath (Azalea)	\$131,100	N/A	\$142,800	N/A	\$246,297	N/A
1 Bedroom/1 Bath (Birch)	\$131,100	N/A	\$142,800	N/A	\$246,297	N/A
1 Bedroom/1 Bath (Camellia)	\$173,700	\$238,100	\$189,200	\$259,300	\$326,330	\$447,318
2 Bedroom/1 Bath (Dogwood)	\$231,800	\$304,500	\$252,400	\$331,600	\$435,482	\$572,063
2 Bedroom/2 Bath (Elm)	\$251,000	\$324,400	\$273,300	\$353,300	\$471,553	\$609,449

	Plan A		Plan B*		90% Refund Option*	
	One Person	Two Person	One Person	Two Person	One Person	Two Person
GARDEN HOMES:						
1 Bedroom/1 Bath (Forsythia)	\$173,700	\$238,100	\$189,200	\$259,300	\$326,330	\$447,318
2 Bedroom/2 Bath (Gardenia)	\$246,900	\$316,800	\$268,900	\$345,000	\$463,850	\$595,171
2 Bedroom/1½ Bath (Holly)	\$238,500	\$308,200	\$259,700	\$335,600	\$448,069	\$579,015

	Plan A		Plan B*		90% Refund Option*	
	One Person	Two Person	One Person	Two Person	One Person	Two Person
VILLAS:						
2 Bedroom/2 Bath (Ivy)	\$260,800	\$331,600	\$284,000	\$361,100	\$489,964	\$622,976
2 Bedroom/2 Bath/Study (Juniper)	\$314,500	\$391,700	\$342,500	\$426,600	\$590,850	\$735,886
2 Bedroom/2 Bath (Laurel)	\$341,700	\$424,400	\$372,100	\$462,200	\$641,951	\$797,319
3 Bedroom/2 Bath (Maple)	\$424,400	\$530,800	\$462,200	\$578,000	\$797,319	\$997,213
2 Bedroom/2 Bath (Oak)	\$341,700	\$424,400	\$372,100	\$462,200	\$641,951	\$797,319
3 Bedroom/2 Bath (Pine)	\$424,400	\$530,800	\$462,200	\$578,000	\$797,319	\$997,213

* Entrance fees under Entrance Fee Refund Plan B & Well•Spring's 90% Refund Option are determined based on a prospective resident's age at the time the Residence and Care Agreement is signed. Entrance fees shown are for a person who is seventy-five (75) years of age at the time the Resident and Care Agreement is signed. Entrance fees for people of other ages are available from Well•Spring upon request.

ENTRANCE FEES

MODIFIED LIFECARE RESIDENCE AND CARE AGREEMENT

Effective: January 1, 2019

	Plan A		Plan B*	
	One Person	Two Person	One Person	Two Person
APARTMENTS:				
1 Bedroom/1 Bath (Azalea)	\$89,150	N/A	\$ 114,470	N/A
1 Bedroom/1 Bath (Birch)	\$89,150	N/A	\$ 114,470	N/A
1 Bedroom/1 Bath (Camellia)	\$118,120	\$161,910	\$151,670	\$207,890
2 Bedroom/1 Bath (Dogwood)	\$157,620	\$207,060	\$202,380	\$265,870
2 Bedroom/2 Bath (Elm)	\$170,680	\$220,590	\$219,150	\$283,240

	Plan A		Plan B*	
	One Person	Two Person	One Person	Two Person
GARDEN HOMES:				
1 Bedroom/1 Bath (Forsythia)	\$118,120	\$161,910	\$151,670	\$207,890
2 Bedroom/2 Bath (Gardenia)	\$167,890	\$215,420	\$215,570	\$276,600
2 Bedroom/1½ Bath (Holly)	\$162,180	\$209,580	\$208,240	\$269,100

	Plan A		Plan B*	
	One Person	Two Person	One Person	Two Person
VILLAS:				
2 Bedroom/2 Bath (Ivy)	\$177,340	\$225,490	\$227,700	\$289,530
2 Bedroom/2 Bath/Study (Juniper)	\$213,860	\$266,360	\$274,600	\$342,010
2 Bedroom/2 Bath (Laurel)	\$232,360	\$288,590	\$298,350	\$370,550
3 Bedroom/2 Bath (Maple)	\$288,590	\$360,940	\$370,550	\$463,450
2 Bedroom/ 2 Bath (Oak)	\$232,360	\$288,590	\$298,350	\$370,550
3 Bedroom/ 2 Bath (Pine)	\$288,590	\$360,940	\$370,550	\$463,450

* Entrance fees under Entrance Fee Refund Plan B are determined based on a prospective resident's age at the time of the Residence and Care Agreement is signed. Entrance fees shown are for a person who is seventy-five (75) years of age at the time the Resident and Care Agreement is signed. Entrance fees for people of other ages are available from Well•Spring upon request.

Lifecare Residence and Care Agreement Monthly Service Fees*

Apartments:	<u>Single Occupancy</u>	<u>Double Occupancy</u>
1 Bedroom/1 Bath (Azalea)	\$3,145	N/A
1 Bedroom/1 Bath (Birch)	\$3,145	N/A
1 Bedroom/1 Bath (Camellia)	\$3,768	\$5,578
2 Bedroom/1 Bath (Dogwood)	\$4,035	\$5,845
2 Bedroom/2 Bath (Elm)	\$4,227	\$6,037

Garden Homes:	<u>Single Occupancy</u>	<u>Double Occupancy</u>
1 Bedroom/1 Bath (Forsythia)	\$3,868	\$5,678
2 Bedroom/2 Bath (Gardenia)	\$4,237	\$6,047
2 Bedroom/1½ Bath (Holly)	\$4,141	\$5,951

Villas:	<u>Single Occupancy</u>	<u>Double Occupancy</u>
2 Bedroom/2 Bath (Ivy)	\$4,406	\$6,216
2 Bedroom/2 Bath/Study (Juniper)	\$4,934	\$6,734
2 Bedroom/2 Bath (Laurel)	\$5,075	\$6,885
3 Bedroom/2 Bath (Maple)	\$5,335	\$7,145
2 Bedroom/2 Bath (Oak)	\$5,075	\$6,885
3 Bedroom/2 Bath (Pine)	\$5,335	\$7,145

Modified Lifecare Residence and Care Agreement Monthly Service Fees*

Apartments:	<u>Single Occupancy</u>	<u>Double Occupancy</u>
1 Bedroom/1 Bath (Azalea)	\$2,737	N/A
1 Bedroom/1 Bath (Birch)	\$2,737	N/A
1 Bedroom/1 Bath (Camellia)	\$3,278	\$4,853
2 Bedroom/1 Bath (Dogwood)	\$3,510	\$5,086
2 Bedroom/2 Bath (Elm)	\$3,677	\$5,253

Garden Homes:	<u>Single Occupancy</u>	<u>Double Occupancy</u>
1 Bedroom/1 Bath (Forsythia)	\$3,365	\$4,940
2 Bedroom/2 Bath (Gardenia)	\$3,687	\$5,262
2 Bedroom/1½ Bath (Holly)	\$3,603	\$5,178

Villas:	<u>Single Occupancy</u>	<u>Double Occupancy</u>
2 Bedroom/2 Bath (Ivy)	\$3,833	\$5,408
2 Bedroom/2 Bath/Study (Juniper)	\$4,284	\$5,860
2 Bedroom/2 Bath (Laurel)	\$4,415	\$5,990
3 Bedroom/2 Bath (Maple)	\$4,641	\$6,217
2 Bedroom/ 2 Bath (Oak)	\$4,415	\$5,990
3 Bedroom/ 2 Bath (Pine)	\$4,641	\$6,217

**Effective: January 1, 2019*

The fee for Adult Care Units is \$237 per day, effective 1/1/19.

The fee for Skilled Nursing & Memory Care Units is \$381 per day, effective 1/1/19.

Notification of Fee Increase

Under the Residence and Care Agreement and the Health Care Agreement, Well•Spring has the authority to adjust the service fee from time to time. Well•Spring will endeavor to maintain the service fee at the lowest possible rate consistent with sound financial practice and maintenance of the quality of services. Well•Spring will notify Residents sixty (60) days in advance of any changes in the service fee.

Changes in Fees for the Previous Five Years

During the past five years Well•Spring has increased service fees as follows:

Effective Date	Residential Living LifeCare & Modified LifeCare		Assisted Living Per Diem		Skilled Nursing & Memory Care Per Diem	
	% Per Month <i>(Weighted Average across all unit types)</i>	\$ Per Month <i>(Weighted Average across all unit types)</i>	% Per Day	\$ Per Day	% Per Day	\$ Per Day
01/01/15	3.30%	\$112	3.00%	\$ 6	3.80%	\$ 12
01/01/16	3.00%	\$111	3.90%	\$ 8	4.00%	\$ 13
01/01/17	3.10%	\$115	3.30%	\$ 7	3.60%	\$ 12
01/01/18	3.09%	\$121	4.10%	\$ 9	4.30%	\$ 15
01/01/19	3.19%	\$129	4.40%	\$ 10	4.40%	\$ 16

FINANCIAL INFORMATION

- **Financial Statements**

Audited financial statement and Forecast Financial Statements are included in the appendices.

- **Operating Reserves**

Section 58-64-33 of the General Statutes of North Carolina, as amended, requires that all continuing care facilities, such as the facility, maintain operating reserves equal to 50% of the total operating costs (as defined in Section 58-64-33) (or 25% of the total operating costs if such facilities maintain an occupancy level in excess of 90% and the North Carolina Commissioner of Insurance so approves) projected for the twelve-month period following the period covered by the most recent annual statement filed with the North Carolina Department of Insurance. Such operating reserves may only be released upon approval of the North Carolina Commissioner of Insurance. As such, the ability of the Master Trustee to perfect or enforce its security interest in any funds

constituting Pledged Assets held as operating reserves pursuant to Section 58-64-33 may be limited. The investments of the operating reserves are directed by Well•Spring Board of Trustees' Finance Committee. The Finance Committee may select an investment manager to assist in the investment of the operating reserves.

- **Compliance With Operating Reserve Requirement**

N.C. Gen. Stat. Section 58-64-33 required Well•Spring to establish by March, 1997 an operating reserve equal to fifty percent (50%) of the total operating costs projected for the 12-month period ending December 31, 1997 or twenty-five percent (25%) of such total operating costs, if occupancy at Well•Spring is in excess of ninety percent (90%) (the "Operating Reserve Requirement").

Well•Spring achieved an occupancy rate in excess of 90% in June, 1996 and expects to maintain an occupancy rate in excess of ninety percent. See Summary of Significant Assumptions to Financial Forecasts (Appendix B). Based on the financial forecasts (Appendix B) and the plan of tax-exempt bond financing, Management believes that Well•Spring will possess sufficient reserves to satisfy the Operating Reserve Requirement as shown below.

- **Total Operation Costs for 2019**

Total Operating Expenses	31,182,000
Plus principal payment-any long term debt or mortgage payment	1,318,000
less Depreciation Expense	(6,776,000)
less Amortized Expenses	(38,000)
Less Debt Service portion, if provided for by way of a separate reserve account	-
	25,686,000

Operating Reserve Requirement

Total Operating Costs for 2019	25,686,000
Reduction to Reflect 90% Occupancy	<u>X 25%</u>
Total Operating Reserve Required for 2019	6,422,000

See Statement of Forecasted revenues and Expenses, Appendix B.

• **Assets Available to Fund Operating Reserve as of January 1, 2019**

Cash & Cash Equivalents	4,061,760
Investments	19,614,217
Operating Reserve Funds	<u>6,422,000</u>
Total Available to Fund Operating Reserve	30,097,977

Sources of Reserve Funds by Year (in Thousands of Dollars)

	2019	2020	2021	2022	2023	Estimated 2024
	Cash & Cash Equivalents	4,722	4,892	5,068	5,251	5,440
Investments	21,435	22,011	23,072	24,393	25,572	
Operating Reserve Funds	6,628	6,843	7,066	7,298	7,536	
	<u>32,785</u>	<u>33,746</u>	<u>35,206</u>	<u>36,942</u>	<u>38,548</u>	
Total Operating Expenses	31,182	31,697	32,294	33,032	33,741	34,667
Bond Principal Payments	1,318	1,333	1,362	1,393	1,427	1,453
Depreciation Expense	(6,776)	(6,482)	(6,247)	(6,124)	(5,938)	(5,938)
Amortization Expense	(38)	(38)	(38)	(38)	(38)	(38)
Operating Cost	25,686	26,510	27,371	28,263	29,192	30,144
50% next year's Operating Cost	13,255	13,685	14,131	14,596	15,072	
25% next year's Operating Cost	6,628	6,843	7,066	7,298	7,536	

N.C. Gen. Stat. Section 58-64-33 permits the exclusion of debt service from total operating costs, if this debt service portion is accounted for by way of another reserve account. At this time, Well•Spring does not have an exclusion under this statute.

Well•Spring, A Life Plan Community

Narrative describing material difference between forecasted financial data as part of previous Disclosure Statement and actual results

	12/31/18 Audit	12/31/18 Compilation		
	Actual	Forecast	Variance \$	
Revenues				
Resident fees earned	26,066,112	26,529,000	(462,888)	1.7%
Investment Income	(1,800,458)	525,000	(2,325,458)	442.9%
Net assets released from restrictions for use in operations	34,714	430,000	(395,286)	91.9%
Other revenue	959,062	923,000	36,062	3.9%
Total	25,259,430	28,407,000	(3,147,570)	

Investment income variance is due to unrealized losses on investments due to movement in the market during 2018. No realized or unrealized gains/losses are forecasted in the Compilation.

Net assets released from restrictions for use in operation variance is due to the release of temporarily restricted assets to provide benevolence assistance. Less benevolence assistance was needed than budgeted.

Variance threshold amount used to determine the material differences above was 15% or \$500,000.

Expenses

Health Care/Resident Services	7,966,592	8,566,000	599,408	6.9%
Dietary	4,083,021	4,077,000	(6,021)	.1%
Housekeeping/Laundry	1,346,903	1,411,000	64,097	4.5%
Plant Operations	3,660,420	2,537,000	(1,123,420)	44.2%
General & Administrative	4,010,057	5,259,000	1,248,943	23.7%
Depreciation	4,773,881	4,945,000	171,119	3.4%
Interest/Amortization	279,768	946,000	666,232	71.1%
Total	26,120,642	27,741,000	1,620,358	

Variance in Health Care/Resident Services is due lower than expected Health Care wages due to delayed opening of 10 new skilled beds and lower than expected occupancy in Assisted Living.

Variance in Plant Operations and General & Administrative is due primarily to utilities being charged to General & Administrative in the forecast instead of Plant Operations.

Interest/Amortization variance is due to capitalization of interest due to construction projects.

Variance threshold amount used to determine the material differences above was 15% or \$500,000.

Well•Spring, A Life Plan Community

Narrative describing material difference between forecasted financial data as part of previous Disclosure Statement and actual results

Balance Sheet - Assets				
Cash	4,061,760	3,543,000	518,760	14.6%
Investments	19,614,217	22,689,000	(3,074,783)	13.5%
Assets whose use is limited - current portion	4,790,439	-0-	4,790,439	-%
Entrance Fees Receivable	232,557	1,036,000	(803,443)	77.5%
Accounts Receivable	316,593	557,000	(240,407)	43.1%
Pledges Receivable	1,556,865	1,768,000	(211,135)	11.9%
Other	892,985	252,000	640,985	254.3%
Assets whose use is limited - Under loan and trust agreements net of current portion	-	-	-	0%
Assets whose use is limited - Operating Reserves	6,422,000	6,310,000	112,000	1.7%
Assets whose use is limited - Refundable entrance fees and admission deposits	1,074,088	1,573,000	(498,912)	31.7%
Other assets whose use is limited - Internally designated	47,338	47,000	338	.7%
Property and equipment, net	73,463,904	74,416,000	(952,096)	1.2%
Asset under SWAP agreements	1,417,079	1,088,000	329,079	30.2%
TOTAL ASSETS	113,889,825	113,279,000	610,825	

Cash variance is due primarily to the collection of entrance fee receivables earlier than expected. Maintain cash balances for potential short term operating & capital needs in addition to approximately one month of cash operating needs.

Investments variance is due to large market downturn at end of 2018. Realized and Unrealized gains are not forecasted.

Assets whose use is limited -current portion variance is due to timing of completion of large construction project. Project was forecasted to be completed by the end of 2018 but was not completed until 2019.

Entrance Fees Receivable variance is due to timing of collection of entry fees for 2018 move-ins. Entrance fee receivables were collected sooner than expected.

Accounts Receivable was lower than expected as collections were better than expected.

Other current assets are greater than expected due primarily to large sales tax receivable due to large construction projects and inter-company receivables.

Refundable entrance fees are lower than expected due to refund of a 90% contract.

Property and Equipment Variance due to slower than projected process of construction project.

Asset under SWAP agreements is larger than expected due to rise in interest rates.

Variance threshold amount used to determine the material differences above was 15% or \$500,000.

Well•Spring, A Life Plan Community

Narrative describing material difference between forecasted financial data as part of previous Disclosure Statement and actual results

Balance Sheet - Liabilities and Net Assets				
Accrued Interest payable	103,258	92,000	(11,258)	12.2%
Accounts Payable and Accrued Liabilities	4,758,979	2,353,000	(2,405,979)	102.2%
Deferred Resident Fee Revenue	100,622	100,000	(622)	.6%
Bonds payable-current portion	1,317,500	1,317,000	(500)	.01%
Refundable Admission Fees	346,160	691,000	344,840	49.9%
Deferred Revenue - Non-refundable	42,089,548	42,642,000	552,452	1.2%
Deferred Revenue - Refundable	727,928	1,307,000	579,072	44.3%
Bonds payable-non-current portion	35,409,584	35,410,000	416	0%
Net Assets – Unrestricted	28,770,235	27,748,000	1,022,236	3.6%
Net Assets – Temporarily Restricted	266,011	1,619,000	(1,352,989)	83.5%
TOTAL LIABILITIES AND NET ASSETS	113,889,825	113,279,000	610,825	

Accounts Payable and Accrued Liabilities are greater than expected primarily to the fact that large construction project was not completed by year end as anticipated.

Refundable Admission Fees variance due to fewer than expected outstanding move ins at 12/31/2018.

Deferred Revenue - Non-Refundable variance is due to higher than expected mortality in 2018.

Deferred Revenue - Refundable variance is due to refund on a 90% contract in 2018.

Net Assets - Unrestricted, Temporarily Restricted and Permanently Restricted variance is due to the Statement of Operations activity explained above and due to pledges released for construction projects (temporarily restricted).

Variance threshold amount used to determine the material differences above was 15% or \$500,000.

Well•Spring, A Life Plan Community

Narrative describing material difference between forecasted financial data as part of previous Disclosure Statement and actual results

Cash Flow				
Change in Net Assets	335,084	666,000	(330,916)	49.6%
Depreciation and Amortization	4,812,147	4,968,000	(155,853)	3.1%
Amortization of Deferred Revenue	(5,761,314)	(5,600,000)	(161,314)	2.8%
Entrance Fees Received	6,471,960	6,907,000	(435,040)	6.2%
Net Unrealized Losses on Investments and equipment	2,698,803	-	2,698,803	
Changes in Operating Assets and Liabilities	442,308	(1,559,000)	2,001,308	128.3%
Net Change in Investments & Assets Whose Use is Limited	1,101,860	5,457,000	(4,355,140)	79.4%
Capital Expenditures	(20,524,688)	(22,106,000)	1,581,312	7.1%
Payments on Bonds Payable/ New Financing Net	12,759,514	12,548,000	211,514	1.6%
Entrance Fees Refunded	(1,052,880)	(517,000)	(535,880)	103.6%
NET INCREASE (DECREASE) IN CASH	1,282,794	764,000	518,794	

Change in net assets variance – Less than expected due primarily to unrealized losses on investments offset by better than expected results from operations.

Unrealized (Gains) and losses are not forecasted.

Changes in Operating Assets and Liabilities variance are due primarily to decreases in pledges receivable, resident accounts receivable, and other receivables and not as large as expected decrease in accounts payable due to delay in finishing large construction project.

Investments and Assets Whose Use is Limited variance is due primarily to project fund balance, which had been forecasted to be depleted by 12/31/2018. Due to delays in construction project there was still a significant balance at 12/31/2018.

Capital expenditure variance is due to delays in our construction project.

Entrance Fees Refunded variance is because there were more than expected contractual refunds to either residents or their estates during 2018. There was also a 90% refund in 2018.

Variance threshold amount used to determine the material differences above was 15% or \$500,000.

TABLE OF APPENDICES

<u>Appendix</u>	<u>Title</u>
A.	Audited Financial Statements as of December 31, 2018 and 2017
B.	Forecasted Financial Statements
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D.	Health Care Agreement
E.	Reservation Agreement
F.	Summary of Report of Actuary
G.	Interim Financial Statements

APPENDIX A



Well-Spring, A Life Plan Community

AUDITED FINANCIAL STATEMENTS

December 31, 2018 and 2017

**WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)**

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITORS' REPORT**

YEARS ENDED DECEMBER 31, 2018 AND 2017

CliftonLarsonAllen LLP



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



**WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
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YEARS ENDED DECEMBER 31, 2018 AND 2017**

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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Well-Spring Retirement Community, Inc.
(An Affiliate of Well-Spring Services, Inc.)
Greensboro, North Carolina

Report on the Financial Statements

We have audited the accompanying financial statements of Well-Spring Retirement Community, Inc. (an affiliate of Well-Spring Services, Inc.) (the Community), which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of operations, changes in net assets and cash flows for the years 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 audits. We conducted our audits 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 Community'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 Community'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 audit opinion.

Board of Trustees
Well-Spring Retirement Community, Inc.
(An Affiliate of Well-Spring Services, Inc.)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the balance sheets of the Community as of December 31, 2018 and 2017, and the results of its operations, changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Charlotte, North Carolina
March 27, 2019

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
BALANCE SHEETS
DECEMBER 31, 2018 AND 2017

ASSETS	2018	2017
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 4,061,760	\$ 2,778,967
Investments	19,614,217	23,370,789
Assets Limited as to Use, Required for Current Liabilities	4,790,439	5,278,224
Resident Accounts Receivable, Net	316,593	382,057
Pledges Receivable	188,628	360,572
Entrance Fees Receivable	232,557	993,432
Related Party Receivable	64,762	7,116
Other Receivables	442,378	318,395
Other Current Assets	180,014	174,899
Total Current Assets	29,891,348	33,664,451
ASSETS LIMITED AS TO USE		
Under Loan and Trust Agreements, Held by Trustee	4,790,439	5,278,224
Statutory Operating Reserves	6,422,000	6,029,247
Admissions Deposits	346,160	359,186
Refundable Entrance Fees	727,928	992,426
Other	47,338	47,338
Total	12,333,865	12,706,421
Less: Current Portion	(4,790,439)	(5,278,224)
Assets Limited as to Use	7,543,426	7,428,197
PROPERTY AND EQUIPMENT, NET	73,463,904	57,254,856
ASSETS UNDER INTEREST RATE SWAP AGREEMENTS	1,417,079	1,088,106
PLEDGES RECEIVABLES, NET OF CURRENT PORTION	1,368,237	1,800,791
OTHER ASSETS	205,831	163,492
Total Assets	\$ 113,889,825	\$ 101,399,893

See accompanying Notes to Financial Statements.

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
BALANCE SHEETS (CONTINUED)
DECEMBER 31, 2018 AND 2017

LIABILITIES AND NET ASSETS	<u>2018</u>	<u>2017</u>
CURRENT LIABILITIES		
Accrued Interest Payable	\$ 103,258	\$ 30,896
Accounts Payable and Other Accrued Expenses	3,335,461	3,464,269
Accrued Salaries and Wages	1,109,881	1,038,450
Related Party Payable	253,192	310,450
Deferred Resident Fee Revenue	100,622	94,763
Current Portion of Long-Term Debt	1,317,500	1,342,917
Other Liabilities	60,445	85,134
Total Current Liabilities	<u>6,280,359</u>	<u>6,366,879</u>
LONG-TERM LIABILITIES		
Admission Deposits	346,160	359,186
Deferred Revenue from Entrance Fees - Refundable	300,000	425,000
Deferred Revenue from Entrance Fees - Nonrefundable	41,789,548	41,742,284
Refundable Entrance Fees	727,928	992,426
Long-Term Debt, Less Current Portion	35,409,584	22,812,955
Total Long-Term Liabilities	<u>78,573,220</u>	<u>66,331,851</u>
Total Liabilities	84,853,579	72,698,730
NET ASSETS		
Net Assets without Donor Restrictions	28,770,235	25,673,404
Net Assets with Donor Restrictions	266,011	3,027,759
Total Net Assets	<u>29,036,246</u>	<u>28,701,163</u>
Total Liabilities and Net Assets	<u>\$ 113,889,825</u>	<u>\$ 101,399,893</u>

See accompanying Notes to Financial Statements.

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2018 AND 2017

	2018	2017
REVENUE, GAINS, AND OTHER SUPPORT		
Resident Fees Earned, Including Amortization of Deferred Revenue from Nonrefundable Entrance Fees of \$5,761,314 in 2018 and \$5,781,762 in 2017	\$ 26,066,112	\$ 25,653,703
Investment Income (Loss)	(1,800,458)	3,062,863
Net Assets Released from Restrictions for Use in Operations	34,714	44,139
Other Revenue	959,062	916,460
Total Revenue, Gains, and Other Support	25,259,430	29,677,165
EXPENSES		
Resident Care	7,966,592	7,519,692
Dietary	4,083,021	3,653,159
Housekeeping	1,346,903	1,303,107
Plant Operations	3,660,420	2,811,869
General and Administrative	4,010,058	5,171,275
Depreciation	4,773,881	4,137,388
Interest and Amortization	279,768	172,222
Total Expenses	26,120,643	24,768,712
OPERATING INCOME (LOSS)	(861,213)	4,908,453
OTHER INCOME (LOSS)		
Change in Value of Interest Rate Swap Agreements	328,973	(160,576)
Loss on Disposal of Property and Equipment	(508)	(14,541)
Total Other Income (Loss)	328,465	(175,117)
EXCESS (DEFICIT) OF REVENUE, GAINS, AND OTHER SUPPORT OVER (UNDER) EXPENSES	\$ (532,748)	\$ 4,733,336

See accompanying Notes to Financial Statements.

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED DECEMBER 31, 2018 AND 2017

	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	Total Net Assets
BALANCE - DECEMBER 31, 2016	\$ 20,472,670	\$ 253,946	\$ 20,726,616
Excess of Revenue, Gains, and Support Over Expenses	4,733,336	-	4,733,336
Donor Restricted Contributions	-	3,266,748	3,266,748
Net Assets Released from Restrictions for Use in Operations	-	(44,139)	(44,139)
Net Assets Released from Restrictions for Purchase of Property and Equipment	448,796	(448,796)	-
Transfer of Net Assets from Foundation to Well-Spring	343,602	-	343,602
Transfer of Net Assets from Well-Spring to Services	(325,000)	-	(325,000)
Increase in Net Assets	<u>5,200,734</u>	<u>2,773,813</u>	<u>7,974,547</u>
BALANCE - DECEMBER 31, 2017	25,673,404	3,027,759	28,701,163
Deficit of Revenue, Gains, and Support Under Expenses	(532,748)	-	(532,748)
Donor Restricted Contributions	-	675,977	675,977
Net Assets Released from Restrictions for Use in Operations	-	(34,714)	(34,714)
Net Assets Released from Restrictions for Purchase of Property and Equipment	3,403,011	(3,403,011)	-
Transfer of Net Assets from Foundation to Well-Spring	326,568	-	326,568
Transfer of Net Assets from Well-Spring to Services	(100,000)	-	(100,000)
Increase (Decrease) in Net Assets	<u>3,096,831</u>	<u>(2,761,748)</u>	<u>335,083</u>
BALANCE - DECEMBER 31, 2018	<u>\$ 28,770,235</u>	<u>\$ 266,011</u>	<u>\$ 29,036,246</u>

See accompanying Notes to Financial Statements.

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in Net Assets	\$ 335,083	\$ 7,974,547
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation	4,773,881	4,137,388
Amortization of Deferred Financing Costs	38,266	36,864
Amortization of Deferred Revenues	(5,761,314)	(5,781,762)
Entrance Fees Received	6,471,960	9,252,550
Transfers from Related Organizations, Net	(226,568)	(18,602)
Decrease in Admission Deposits	(13,026)	(353,637)
Net Unrealized and Realized (Gains) Losses on Investments	3,027,268	(2,221,867)
Loss on Disposal of Property and Equipment	508	14,541
Change in Value of Interest Rate Swap Agreements	(328,973)	160,576
(Increase) Decrease in Resident Accounts Receivable, Other Receivables, and Deferred Resident Fees	708,215	(658,161)
(Increase) Decrease in Pledges Receivable	604,498	(2,161,363)
(Increase) Decrease in Other Current Assets	(62,761)	112,395
(Increase) Decrease in Other Assets	(42,339)	341
Increase (Decrease) in Accounts Payable and Other Accrued Expenses	(587,557)	171,226
Increase (Decrease) in Accrued Salaries and Wages	71,431	(4,009)
Increase in Accrued Interest Payable	72,362	9,124
Increase (Decrease) in Other Liabilities	(81,947)	24,526
Net Cash Provided by Operating Activities	<u>8,998,987</u>	<u>10,694,677</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Change in Investments and Assets Limited as to Use	1,101,860	(9,878,683)
Capital Expenditures	(20,524,688)	(16,639,644)
Net Cash Used by Investing Activities	<u>(19,422,828)</u>	<u>(26,518,327)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Issuance of Long-Term Debt	13,890,878	14,800,000
Principal Payments of Long-Term Debt	(1,342,916)	(1,392,500)
Payment of Deferred Financing Costs	(15,016)	-
Transfers from Related Organizations, Net	226,568	18,602
Entrance Fees Refunded	(1,052,880)	(51,704)
Net Cash Provided by Financing Activities	<u>11,706,634</u>	<u>13,374,398</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,282,793	(2,449,252)
Cash and Cash Equivalents - Beginning of Year	<u>2,778,967</u>	<u>5,228,219</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 4,061,760</u>	<u>\$ 2,778,967</u>
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash Paid During the Year for Interest, Net of Amounts Capitalized	<u>\$ 169,140</u>	<u>\$ 126,234</u>
Purchases of Capital Assets in Accounts Payable	<u>\$ 2,079,046</u>	<u>\$ 2,537,795</u>

See accompanying Notes to Financial Statements.

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The accompanying financial statements are of Well-Spring Retirement Community, Inc. (the Community). The Community, a nonstock, nonprofit organization was established to develop and operate a continuing care retirement community and to provide housing, health care, and related services to older adults. The Community is an affiliate of Well-Spring Services, Inc. (Services), the sole member of the Community. Services was created as part of a corporate restructuring that was completed during 2012. Services also functions as the sole member of Well-Spring Foundation (Foundation), Well-Spring Management and Development, Inc. (Management & Development), and the Adult Center for Enrichment, Inc. (ACE). ACE functions as the sole member of Well-Spring Home Care, LLC (Home Care). Home Care began operations in January 2016 and provides home care services that were previously provided by the Community. Services, as well as the Foundation, Management & Development, ACE and Home Care, are considered related parties to the Community.

The Community offers two residence and care agreement options: Lifecare Residence and Care and Modified Lifecare Residence and Care. Both of these options require payment of a one-time entrance fee and monthly service fees. Generally, payment of these fees entitles residents to the use and privileges of the facility for life. The occupancy agreement does not entitle the residents to an interest in the real estate or other property owned by the Community. On a limited basis, a per-diem option in health care may be available. All residents are fully responsible for payment of the above fees.

The Community consists of approximately 90 acres in Greensboro, North Carolina, and Guilford County, North Carolina, a mid-rise apartment building containing 123 residential units; 50 one-story garden apartment residential units and 88 one-story villa residential units, for a total of 261 residential units; a health care center consisting of 71 assisted living units and 70 skilled nursing units; an aquatic and fitness center; a central services building, and a resident activities center which includes a 340 seat state of the art theatre and multiple resident art, craft and hobby studios.

In 2017, Services and the related organizations went through an organization-wide rebranding effort. As a result of the rebranding effort, the Community is now doing business as Well-Spring, A Life Plan Community. Services is now doing business as The Well-Spring Group. ACE is now doing business as Well-Spring Solutions. Home Care is now doing business as Home Care From Well-Spring Solutions.

Basis of Accounting

The Community classifies its funds for accounting and reporting purposes as either without donor restrictions or with donor restrictions. Under these provisions, net assets, revenue, expenses, and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Community and changes therein are classified and reported as follows:

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

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

Basis of Accounting (Continued)

Net Assets Without Donor Restrictions – Include net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. At times, the governing board can designate, from net assets without donor restrictions, net assets for a board-designated endowment or other purposes.

Net Assets With Donor Restrictions – Include net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource has been fulfilled, or both.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported as assets and liabilities and disclosure of contingent assets and liabilities in the financial statements and accompanying notes. Estimates also affect the reported amount of revenues and expenses during the reporting period. Estimates made by the Community relate primarily to the collectability of accounts and pledges receivable, the obligation to provide future services, the life expectancy used to amortize deferred revenue from entrance fees and the portion of entrance fees to be refunded. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Community considers all highly liquid investments, other than those included in assets limited as to use, with a maturity of three months or less when purchased, to be cash equivalents.

Investments

Investments are measured at fair market value in the accompanying balance sheets based on quoted market values. The Community considers its investment portfolio to be a trading portfolio and, accordingly, all investment income or loss (including realized gains and losses on investments) is included in the excess of revenue, gains and other support over expenses, unless the income is restricted by donor or by law.

Assets Limited as to Use

Assets limited as to use include assets held by a trustee under the terms of the loan and trust agreements whose use is specified in such agreements, amounts set aside for statutory operating reserves, amounts held as admission deposits, and amounts held as refundable entrance fees.

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

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

Property and Equipment

Property and equipment are recorded at cost. All items with a cost of over \$1,000 and an estimated useful life of three years or more are capitalized. Donated property and equipment are recorded as an addition to net assets when received, based on the fair value of the asset on the date contributed. Depreciation is provided over the estimated useful life of each class of depreciable asset, and is computed using the straight-line method. Interest costs incurred on borrowed funds during the period of construction of capital assets are capitalized as a component of the costs of acquiring these assets.

The following estimated useful lives are used to calculate depreciation:

Land Improvements	3-25 Years
Buildings	20-40 Years
Building Improvements	3-40 Years
Furniture and Equipment	3-20 Years

The Community periodically assesses the realizability of its long-lived assets and evaluates such assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Impairment is determined to exist for assets to be held and used if estimated future cash flows, undiscounted and without interest charges, are less than the carrying amount. Impairment is determined to exist for assets to be disposed of if estimated net realizable value is less than the carrying amount. Management has determined that no such impairment exists at December 31, 2018 and 2017.

Pledges Receivable

Pledges are recognized as revenue in the period in which the unconditional pledge is made. Conditional pledges to give are recognized when the conditions on which they depend are substantially met. Pledges receivable that are restricted by the donor for the acquisition of long-term assets or other purposes are classified as long-term assets. A current portion of the pledge receivable is included the accompanying balance sheet for the amount that is scheduled to be received within the next year. The Community had \$1,754,523 and \$2,492,658 of pledges receivable at December 31, 2018 and 2017, respectively.

**WELL-SPRING RETIREMENT COMMUNITY, INC.
 (AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2018 AND 2017**

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

Pledges Receivable (Continued)

Pledges receivable have been recorded at net present value as of December 31, 2018 and were as follows:

Due in Less than One Year	\$	205,886
Due in Two Years or More		1,548,637
		1,754,523
Less: Current Portion		(188,628)
Less: Present Value Discount		(109,932)
Less: Allowance for Doubtful Accounts		(87,726)
Pledges Receivable, Net	\$	1,368,237

Deferred Financing Costs

Deferred financing costs include costs incurred in connection with the bond financing and issuance of bank qualified debt. Such costs are amortized using the effective interest method over the term of the bonds and the term of the bank qualified debt. Amortization of \$38,266 and \$36,864 in 2018 and 2017, respectively, is included with interest expense in the accompanying financial statements.

Deferred Revenue from Entrance Fees and Refundable Entrance Fees

Entrance fees from the Community's residency and care agreements, excluding the portion thereof that is estimated to be refundable to the resident, are recorded as deferred revenue from nonrefundable entrance fees and recognized as income over the estimated life expectancy, adjusted annually, for each resident.

A portion of the entrance fee may be refundable when the residency is terminated. In accordance with the continuing care contract, the nonrefundable portion is reduced each month, commencing with the date of occupancy and recognized as income over the estimated life expectancy, annually, for each resident. Under certain contracts, a minimum of 90% of the original entrance fee will be refunded. Such minimum refundable amounts are shown as refundable entrance fees in the accompanying balance sheets. Total contractual refund obligations in the event of move-out, death or termination at December 31, 2018 and 2017, were \$5,283,799 and \$8,255,727, respectively. Management's estimate of the portion of this amount that will actually be refunded in addition to the minimum amount is recorded as deferred revenue from entrance fees – refundable in the accompanying balance sheets.

WELL-SPRING RETIREMENT COMMUNITY, INC.
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**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Assets Under Interest Rate Swap Agreements

The Community entered into interest rate swap agreements to limit the effect of increases in the interest rates of variable rate debt. These interest rate swap agreements are reported in the accompanying balance sheets at the estimated fair value at December 31, 2018 and 2017. The Community does not hold derivative instruments for any purpose other than limiting the effects of interest rate fluctuations and does not hold interest rate swap agreements for speculative or investment purposes.

Obligation to Provide Future Services

The Community annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from entrance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from entrance fees, a liability is recorded (obligation to provide future services). The obligation is discounted at 5.5%. The Community recorded no net obligation associated with Lifecare or Modified Lifecare contract holders for the years ended December 31, 2018 and 2017.

Statements of Operations

Provision of resident care services is the sole function of the Community. For purposes of presentation, transactions deemed by management to be ongoing, major, or central to the provision of resident care services are reported within revenues, gains and other support over (under) expenses.

Resident Fees Earned

Resident fees earned represent the estimated net realizable amounts from residents for services rendered, including the portion of the deferred entrance fees and customization fees earned in the current year. The Community performs ongoing evaluations of resident accounts receivable and provides an allowance for doubtful accounts based upon its assessment of the credit risk of specific residents, historical trends and other information. Based on this assessment, an allowance for doubtful accounts receivable of \$15,000 was recorded as of December 31, 2018 and 2017. Entrance fees receivable is comprised of amounts due to the Community for advance fees due from residents who have moved into the facility but have not yet paid the full amount of the contractually agreed upon entrance fee. No amounts are past due on these receivables as of December 31, 2018 and 2017, and balances are deemed fully collectible; therefore, no allowance has been recorded on them.

Benevolent Assistance

The Community has a benevolent assistance policy to identify residents who are unable to pay and uses certain funds designated for benevolent assistance to subsidize the charges for entrance fees and services provided to those residents. Such residents are identified based on financial information obtained from the resident and subsequent review and analysis. Since the Community does not charge the residents for services provided, estimated charges for benevolent assistance are not included in revenue.

**WELL-SPRING RETIREMENT COMMUNITY, INC.
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NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017**

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

Benevolent Assistance (Continued)

The Community has estimated its direct and indirect costs of providing benevolent assistance under its benevolent assistance policy. In order to estimate the cost of providing such care, management calculated a cost-to-charge ratio by comparing the cost to provide services to residents and amount charged to residents. The cost-to-charge ratio is applied to the charges foregone to calculate the estimated direct and indirect cost of providing benevolent assistance. Using this methodology, the Community has estimated the costs for services under the Community's benevolent assistance policy to be approximately \$705,000 and \$692,000 for the years ended December 31, 2018 and 2017, respectively.

The Foundation received approximately \$298,000 and \$310,000 to subsidize the Community's costs of providing benevolent assistance under its benevolent assistance policy for the years ended December 31, 2018 and 2017, respectively.

Contributions

The Community reports contributions of cash and other assets as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the accompanying statements of operations and changes in net assets as net assets released from restrictions.

The Community reports contributions of property and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Contributions of long-lived assets with explicit restrictions that specify how the assets are to be used and contributions of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long these must be maintained, the Community reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Advertising

Advertising costs are expensed as incurred. Advertising expenses were approximately \$172,000 and \$214,000 for the years ended December 31, 2018 and 2017, respectively.

Excess (Deficit) of Revenue, Gains, and Other Support over (Under) Expenses

The statements of operations and changes in net assets include excess (deficit) of revenue, gains, and other support over (under) expenses, which the Community uses as its measure of operations. Changes in net assets without donor restrictions which are excluded from the operating measure, consistent with industry practice, are net assets released from restrictions for purchase of property, plant, and equipment, transfers to and from related organizations, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

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

Concentration of Credit Risk

Financial instruments, which potentially subject the Community to concentrations of credit risk, consist principally of cash and cash equivalents. The Community places its cash and cash equivalents with federally insured financial institutions, the balances of which exceed the federally insured limits from time to time. Management believes the risk of loss associated with these excess funds to be remote.

Income Tax Status

The Community is a nonprofit organization exempt from federal and state income taxes under Internal Revenue Code Section 501(c)(3).

The Community files as a tax-exempt organization. Should any status be challenged in the future, the Community is open for examination by federal, state, and local authorities. Management is not aware of any activities that would jeopardize the tax-exempt status of the Community. Management is not aware of any significant activities that are subject to tax on unrelated business income or excise or other taxes for the Community.

The Community follows guidance on the income tax standard regarding the recognition and measurement of uncertain tax positions. This guidance has had no impact on the Community's financial statements.

Fair Value Measurements

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

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

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

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

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

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

Fair Value Measurements (Continued)

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

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

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

New Accounting Pronouncements – ASU 2016-14

During the year ended December 31, 2018, the Community adopted provisions of Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Presentation of Financial Statements for Not-For-Profit Entities*. This new accounting standard results in a reduction of three classes of net assets (unrestricted, temporarily restricted, and permanently restricted) to two (net assets with donor restrictions and net assets without donor restrictions), in addition to additional disclosures around liquidity and functional expenses. The adoption of this accounting standard did not have an impact on the Community's financial position or changes in its net assets and has been applied retrospectively.

Subsequent Events

In preparing these financial statements, the Community has evaluated events and transactions for potential recognition or disclosure through March 27, 2019, the date the financial statements were available to be issued.

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE

Investments and assets limited as to use, which are primarily cash, money market funds, U.S. government securities, mutual funds, and equities, are carried at market value. The following table summarizes the investments and assets limited as to use of the Community:

	2018		2017	
	Cost	Market	Cost	Market
INVESTMENTS				
Mutual Funds - Real Estate	\$ -	\$ -	\$ 2,307,802	\$ 2,420,331
Mutual Funds - Fixed Income	8,525,652	8,002,371	7,643,865	8,075,700
Mutual Funds - Equities	12,209,987	11,517,428	12,198,380	12,784,559
Limited Partnership	94,418	94,418	90,199	90,199
Total Investments	20,830,057	19,614,217	22,240,246	23,370,789
ASSETS LIMITED AS TO USE				
Loan and Trust Agreements, Held by Trustee				
Cash and Money Market	4,790,439	4,790,439	5,278,224	5,278,224
Statutory Operating Reserves				
Equities	3,149,211	2,998,527	-	-
Mutual Funds - Fixed Income	3,622,904	3,423,473	6,053,025	6,029,247
Total Statutory Operating Reserves	6,772,115	6,422,000	6,053,025	6,029,247
Admission Deposits				
Cash and Money Market	346,160	346,160	359,186	359,186
Refundable Entrance Fees				
Cash and Money Market	727,928	727,928	992,426	992,426
Other Assets Limited as to Use				
Cash and Money Market	47,338	47,338	47,338	47,338
Total Assets Limited as to Use	12,683,980	12,333,865	12,730,199	12,706,421
Total Investments and Assets Limited as to Use	\$ 33,514,037	\$ 31,948,082	\$ 34,970,445	\$ 36,077,210

**WELL-SPRING RETIREMENT COMMUNITY, INC.
 (AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2018 AND 2017**

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)

Investment Income (Loss)

Investment income (loss) for the years ended December 31 is comprised of the following:

	2018	2017
Interest and Dividends	\$ 1,226,810	\$ 840,996
Net Realized Gains (Losses)	(354,548)	2,141,005
	872,262	2,982,001
Net Change in Unrealized Gains (Losses)	(2,672,720)	80,862
Total	<u>\$ (1,800,458)</u>	<u>\$ 3,062,863</u>

The Community's investment portfolio is managed by an outside investment advisor and management does not maintain control over individual investments decisions. Although the Community provides overall directions to the investment advisor, the determination as to when to buy or sell a specific investment is made by the outside investment advisor. Therefore, the Community has classified its investment portfolio as a trading investment portfolio and all investment income, including unrealized gains and losses on investments, is included in the excess of revenues, gains, and other support over expenses.

Statutory Operating Reserve

Under regulations of the North Carolina Insurance Commission, the Community is required to maintain an operating reserve equal to 25% of the total occupancy costs projected for the 12-month period following the period covered by the most recent statements filed with the Department of Insurance. The operating reserve of 25% is based upon an occupancy percentage of 90% or more.

At December 31, 2018 and 2017, management has estimated that \$6,422,000 and \$5,968,000, respectively, would be necessary to meet the operating reserve requirement. Investments and assets limited as to use for statutory operating reserves are both available to fund the operating reserve requirement. The Community has adequate reserves to meet this requirement.

Admission Deposits

Admission deposits consist of future occupancy list fees and reservations fees. The Community collects an admission deposit of \$1,000 to secure a space on the future occupancy list for a residential unit. A reservation fee of 10% of the entrance fee is received when a unit is available and a reservation agreement is executed. When a 10% reservation fee is received, a residential unit is considered reserved.

When the applicant takes occupancy of a unit and becomes a resident, the entire admission deposit of \$1,000 is applied toward the entrance fee due. In the event of withdrawal from the future occupancy list or termination of the reservation, the applicant receives a refund of the admission deposit paid, less an administrative fee of \$250. If the Community terminates agreement, or the applicant is not accepted for admission, the entire admission deposit of \$1,000 is refunded.

WELL-SPRING RETIREMENT COMMUNITY, INC.
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NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 3 LIQUIDITY

The Community invests cash in excess of short term requirements in short-term investments. In addition, the Community has long-term mutual funds and equity investments which are liquid within one week. As of December 31, 2018 and 2017, the Community had working capital of \$23,610,989 and \$27,297,572, respectively.

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	2018	2017
Cash and Cash Equivalents	\$ 4,061,760	\$ 2,778,967
Investments	19,614,217	23,370,789
Under Loan and Trust Agreements, Held by Trustee	4,790,439	5,278,224
Statutory Operating Reserves	6,422,000	6,029,247
Receivables, Net	1,244,918	2,061,572
Total	<u>\$ 36,133,334</u>	<u>\$ 39,518,799</u>

NOTE 4 PROPERTY AND EQUIPMENT

A summary of property and equipment for the years ended December 31 follows:

	2018	2017
Land	\$ 3,402,472	\$ 3,402,472
Land Improvements	6,105,713	6,223,649
Buildings	57,185,025	51,428,320
Building Improvements	18,803,325	18,326,239
Furniture and Equipment	9,524,625	7,516,031
	<u>95,021,160</u>	<u>86,896,711</u>
Less: Accumulated Depreciation	<u>(43,815,061)</u>	<u>(43,916,891)</u>
	51,206,099	42,979,820
Construction-in-Progress	22,257,805	14,275,036
Total	<u>\$ 73,463,904</u>	<u>\$ 57,254,856</u>

The Community had remaining commitments of approximately \$3,210,000 and \$17,971,000 related to certain capital projects that were in progress as of December 31, 2018 and 2017, respectively. Construction in progress at December 31, 2018 and 2017 is related to the expansion and renovation of resident amenities, including dining areas and a new auditorium. The Community capitalized interest of approximately \$645,000 and \$141,000, respectively, during the years ended December 31, 2018 and 2017 related to this expansion.

WELL-SPRING RETIREMENT COMMUNITY, INC.
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NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 5 LONG-TERM DEBT

A summary of long-term debt outstanding at December 31 is as follows:

	2018	2017
Series 2016A-1, bank qualified debt. Monthly payment of principal is due beginning November 25, 2016. All unpaid principal and interest is due January 1, 2021. Interest is payable monthly at a variable interest rate (2.95% at December 31, 2018).	\$ 1,670,833	\$ 2,998,750
Series 2016A-2, bank qualified debt. Monthly payment of principal is due beginning November 25, 2016. All unpaid principal and interest is due January 1, 2027. Interest is payable monthly at a variable interest rate (3.188% at December 31, 2018).	4,616,250	4,631,250
Series 2016B; interest only through January 2019. Monthly payment of principal is due beginning January 25, 2019. All unpaid principal and interest is due January 1, 2041. Interest is payable monthly at a variable rate (3.2845% at December 31, 2018).	30,795,000	16,904,122
	37,082,083	24,534,122
Less: Current Maturities	(1,317,500)	(1,342,917)
Less: Unamortized Deferred Financing Costs	(354,999)	(378,250)
Total	\$ 35,409,584	\$ 22,812,955

In October 2016, the Community issued two loan agreements totaling \$40,000,000 in relation to the Public Finance Authority Retirement Facilities Revenue Refunding Bonds (Series 2016A Bonds) and the Public Finance Authority Retirement Facilities Revenue Bonds (Series 2016B). Proceeds of the Series 2016A Bonds, broken into two parts, Series 2016A-1 and Series 2016A-2, were used to refund the then outstanding Series 2003 Bonds and taxable variable rate debt. In connection with the refunding, the Community recognized a loss of \$50,369 related to the write-off of deferred financing costs, which was shown as a loss on extinguishment of debt on the statement of operations in 2016. Proceeds from the Series 2016B Bonds are being drawn down by the Community as needed to fund the expansion and renovation of resident amenities at the Community. The bonds are secured by a lien on substantially all of the real and personal property comprising the Community and by a security interest in the Community's unrestricted revenues. During 2017, the Series 2016A-1, 2016A-2 and 2016B Bonds bore interest at an adjustable rate which was 68% of One-Month LIBOR, as adjusted monthly with changes in One-Month LIBOR, plus 0.715%, 0.910% and 1.105% per annum, respectively. Effective January 1, 2018 these interest rates changed on the Community's debt related to provisions in the debt agreements triggered by a decrease in the corporate tax rate. The Series 2016A-1, 2016A-2 and 2016B Bonds now bear interest at an adjustable rate which is 82.646% of One-Month LIBOR, as adjusted monthly with changes in One-Month LIBOR, plus 0.869%, 1.106% and 1.343% per annum, respectively.

WELL-SPRING RETIREMENT COMMUNITY, INC.
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NOTES TO FINANCIAL STATEMENTS
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NOTE 5 LONG-TERM DEBT (CONTINUED)

The Amended and Restated Master Trust Indenture and Continuing Covenants Agreement require the maintenance of a long-term debt service coverage ratio in excess of 1.20 and 1.25, respectively. In addition, they contain other covenants restricting, among other things, incurrence of indebtedness, existence of liens on property, consolidation and merger, and disposition of assets. At December 31, 2018 and 2017, management believes the Community was in compliance with such restrictions and had satisfied all measures of financial performance.

The maturities of long-term debt for the years subsequent to December 31, 2018, are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2019	\$ 1,317,500
2020	1,333,333
2021	1,362,500
2022	1,392,500
2023	1,427,083
Thereafter	30,249,167
Total	<u>\$ 37,082,083</u>

Interest Rate Swap Agreements

During 2016, the Community entered into three variable-to-fixed interest rate swap agreements to manage the interest rate risk on the variable rate indebtedness on the Series 2016A and Series 2016B Bonds. Under the first swap agreement (Series 2016A-1 Swap), the Community's variable rate on the Series 2016A-1 borrowings is effectively converted to 1.435%. The Series 2016A-1 Swap has an effective date of October 18, 2016 and terminates on January 1, 2021. Under the second swap agreement (Series 2016A-2 Swap), the Community's variable rate on the Series 2016A-2 borrowings is effectively converted to 1.905% on a notional amount of \$4,647,500. The Series 2016A-2 Swap has an effective date of October 18, 2016 and terminates on January 1, 2027. Under the third swap agreement (Series 2016B Swap), the Community's variable rate on the Series 2016B borrowings is effectively converted to 2.385% on the assumed notional amount of \$30,795,000. The Series 2016B Swap was a forward swap on the Series 2016B Bonds (as defined above). The Community entered into the Series 2016B Swap on October 12, 2016 to secure a favorable fixed rate and received no benefits of the Series 2016B Swap until the effective date of July 1, 2018, and terminates on November 1, 2031. The Series 2016A-1 Swap, Series 2016A-2 Swap and Series 2016B Swap will be collectively referred to as the "Swap Agreements."

**WELL-SPRING RETIREMENT COMMUNITY, INC.
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NOTE 5 LONG-TERM DEBT (CONTINUED)

Interest Rate Swap Agreements (Continued)

In January of 2018, the Swap Agreements were amended due to an interest rate reset on the Community's debt related to provisions in the debt agreements triggered by a decrease in the corporate tax rate. The Series 2016A-1 Swap now has an effective date of January 1, 2018. The Community now pays a fixed rate of 1.914% on a notional amount of \$2,890,000. The Series 2016A-2 Swap now has an effective date of January 1, 2018. The Community now pays a fixed rate of 2.479% on a notional amount of \$4,630,000. The Series 2016B Swap now has an effective date of July 1, 2018. The Community now pays a fixed rate of 3.024% on a notional amount of \$30,795,000.

The total estimated fair value of the Swap Agreements as of December 31, 2018 and 2017 were assets of \$1,417,079 and \$1,088,106, respectively. These amounts are included on the balance sheets as Assets Under Interest Rate Swap Agreements. The change in fair value was income of \$328,973 and a loss of \$160,576, respectively, and is included in Other Income (Loss) in the statements of operations for the years ended December 31, 2018 and 2017.

NOTE 6 COMMITMENTS AND CONTINGENCIES

The Community leases certain equipment used in its operations under operating leases that have noncancelable terms through 2021. Rent expense for the years ended December 31, 2018 and 2017, was \$64,698 and \$56,137, respectively. These leases have future minimum annual rental payments as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2019	\$ 34,584
2020	34,584
2021	34,584
Total	<u>\$ 103,752</u>

Self-Insured Health Plan

Effective January 1, 2018, the Community changed from a fully insured health insurance plan for its employees to a self-insured employee health plan. The Community has purchased specific stop-loss protection for all claims over \$130,000 and aggregate stop-loss protection for total claims which exceed \$1,935,583. An accrual for the self-insurance program was established to estimate claims incurred through December 31, 2018 but not reported. This accrual totaled approximately \$205,000 at December 31, 2018 and is included in Accounts Payable and Other Accrued Expenses on the balance sheet.

Professional Malpractice Liability Insurance

The Community maintains insurance coverage for general and professional liability on an occurrence basis. Management is not aware of any claims, asserted or unasserted. Excess coverage is provided by an umbrella insurance policy.

**WELL-SPRING RETIREMENT COMMUNITY, INC.
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NOTES TO FINANCIAL STATEMENTS
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NOTE 6 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Note Payable Guarantor

ACE has entered into a note agreement with a financial institution, in which the Community is the guarantor. The remaining amounts due on the note payable at December 31, 2018 and 2017 are approximately \$500,000 and \$699,000, respectively.

NOTE 7 RETIREMENT PLAN

The Community has a tax-deferred retirement savings plan (the Plan) that covers all employees age 21 and older who have completed at least one year of service. The Plan provides for a tax-deferred contribution by the Community (except for key employees covered under a tax-deferred 457 plan) and an employee elective contribution. The Community's tax-deferred contribution was \$238,606 and \$237,448 in 2018 and 2017, respectively. Assets of the Plan are held in a trust fund managed by the Variable Annuity Life Insurance Company. Administrative expenses are paid from the assets of the Plan. In addition, the Community's tax deferred contributions related to key employees included in the 457 plan were \$20,052 and \$22,481 in 2018 and 2017, respectively. The assets of the 457 plan are held in trust by CUNA Mutual Group.

NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions at December 31 are available for the following purposes:

	2018	2017
Subject to Expenditure for Specific Purpose:		
Campus Expansions	\$ -	\$ 2,783,647
Chaplain Fund	36,563	37,453
Library Fund	57,210	55,236
Other	172,238	151,423
Total	\$ 266,011	\$ 3,027,759

During the years ended December 31, 2018 and 2017, net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of the passage of time as follows:

	2018	2017
Purpose Restrictions Accomplished:		
Campus Expansions	\$ 3,403,011	\$ 448,796
Chaplain Fund	12,160	10,890
Library Fund	26	-
Other	22,528	33,249
Total	\$ 3,437,725	\$ 492,935

WELL-SPRING RETIREMENT COMMUNITY, INC.
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NOTE 9 FAIR VALUE MEASUREMENTS

The Community uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. For additional information on how the Community measures fair value refer to Note 1 – Organization and Summary of Significant Accounting Policies. The following table presents the fair value hierarchy for the balances of the assets and liabilities of the Community measured at fair value on a recurring basis as of December 31, 2018 and 2017:

	2018			Total
	Level 1	Level 2	Level 3	
Assets:				
Investments and Assets Limited as to Use				
Mutual Funds - Fixed Income	\$ 11,425,844	\$ -	\$ -	\$ 11,425,844
Equities	2,998,527	-	-	2,998,527
Mutual Funds - Equities	11,517,428	-	-	11,517,428
Total Investments and Assets Limited as to Use Measured at Fair Value	<u>\$ 25,941,799</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,941,799</u>
Assets Under Interest Rate Swap Agreements	\$ -	\$ 1,417,079	\$ -	\$ 1,417,079
Total Assets Measured at Fair Value	<u>\$ 25,941,799</u>	<u>\$ 1,417,079</u>	<u>\$ -</u>	<u>\$ 27,358,878</u>
2017				
	Level 1	Level 2	Level 3	Total
Assets:				
Investments and Assets Limited as to Use				
Mutual Funds - Real Estate	\$ 2,420,331	\$ -	\$ -	\$ 2,420,331
Mutual Funds - Fixed Income	14,104,947	-	-	14,104,947
Mutual Funds - Equities	12,784,559	-	-	12,784,559
Total Investments and Assets Limited as to Use Measured at Fair Value	<u>\$ 29,309,837</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,309,837</u>
Assets Under Interest Rate Swap Agreements	\$ -	\$ 1,088,106	\$ -	\$ 1,088,106
Total Assets Measured at Fair Value	<u>\$ 29,309,837</u>	<u>\$ 1,088,106</u>	<u>\$ -</u>	<u>\$ 30,397,943</u>

During 2014, the Community entered into a subscription agreement (the Agreement) to purchase units of limited partnership interests (Units) from a limited partnership (the Fund). Under the terms of the Agreement, the Community has committed to purchasing one-half of a Unit, representing a commitment of \$125,000. The Fund was created for the purpose of making equity investments in companies that provide health care services and health care technology focused on the senior living and aging population market. Under the terms of the Agreement, the Fund may make calls for payment of capital commitments at any time and from time to time after the closing date until the fourth anniversary of the closing date. Each call period shall be 12 months in length with each call not to exceed 35% of total capital commitments. As of December 31, 2018 and 2017, the Fund has made total capital calls to the Community of \$94,418 and \$90,199, respectively. As of December 31, 2018 and 2017, these amounts are being carried at cost and are shown as Investments within the balance sheets.

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 10 FUNCTIONAL EXPENSES

Program, management, and fundraising expenses for the years ended December 31, 2018 are summarized as follows:

	Program Services	Management and General	Fundraising	Total
Salaries	\$ 8,637,712	\$ 1,434,664	\$ -	\$ 10,072,376
Payroll Tax	752,909	125,484	-	878,393
Employee Benefits	1,421,074	236,843	-	1,657,917
Management Services	-	724,655	-	724,655
Legal Fees	-	33,764	-	33,764
Accounting Fees	-	91,200	-	91,200
Lobbying Services	-	4,000	-	4,000
Outside Services	1,451,969	-	-	1,451,969
Community Outreach	-	600,784	-	600,784
Advertising and Marketing	14,996	188,353	-	203,349
Office Expenses	829,411	6,689	-	836,100
Occupancy	1,080,195	8,711	-	1,088,906
Travel	21,620	4,272	-	25,892
Conferences, and meetings	28,036	5,540	-	33,576
Interest	279,768	-	-	279,768
Depreciation	4,735,546	38,335	-	4,773,881
Insurance	190,507	1,536	-	192,043
Food	1,475,270	-	-	1,475,270
Equipment Rental and Maintenance	1,170,596	-	-	1,170,596
Resident Activities	160,265	-	-	160,265
Maintenance and Horticultural	329,014	-	-	329,014
Miscellaneous	36,925	-	-	36,925
Total Expenses by Function	<u>\$ 22,615,813</u>	<u>\$ 3,504,830</u>	<u>\$ -</u>	<u>\$ 26,120,643</u>



Investment advisory services are offered through CliftonLarsonAllen
Wealth Advisors, LLC, an SEC-registered investment advisor.

APPENDIX B



Well•Spring, A Life Plan Community

FORECASTED FINANCIAL STATEMENTS

INDEX

Statements of Forecasted Financial Position

Statements of Forecasted Activities and Changes in Net Assets

Statements of Forecasted Cash Flows

Summary of Significant Forecast Assumptions and Accounting Policies

The following financial forecasts present to the best of its knowledge and belief, Well•Spring's expected financial position, results of operations, and changes in cash flow through 2023. These financial forecasts reflect current judgment regarding the expected conditions and courses of action. There will usually be differences between the forecasted and actual results because events and circumstances do not occur as expected. These differences may be material. The assumptions disclosed herein are those that Well•Spring believes are significant to the financial forecasts.

**WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)**

COMPILATION OF A FINANCIAL FORECAST

**FOR THE YEARS ENDING
DECEMBER 31, 2019 THROUGH DECEMBER 31, 2023**

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Board of Trustees
Well-Spring Retirement Community, Inc.
(An Affiliate of Well-Spring Services, Inc.)
Greensboro, North Carolina

Management is responsible for the accompanying forecasted financial statements of Well-Spring Retirement Community, Inc. (an affiliate of Well-Spring Services, Inc.) (the "Community"), which comprise the forecasted balance sheets as of December 31, 2019, 2020, 2021, 2022, and 2023, and the related forecasted statements of operations and changes in net assets, and cash flows for the years then ending, and the related summaries of significant forecast assumptions and accounting policies in accordance with the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the forecasted financial statements, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these forecasted financial statements or the assumptions. Furthermore, even if the Community is able to achieve its forecasted operating assumptions, there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

The accompanying forecast, and this report, are intended solely for the information and use of management, the Board of Directors, and the North Carolina Department of Insurance (pursuant to the requirements of North Carolina General Statutes, Chapter 58, Article 64 and included in the Community's disclosure statement filing) and is not intended to be and should not be used by anyone other than these specified parties.

CliftonLarsonAllen LLP

Charlotte, North Carolina
May 23, 2019

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
FORECASTED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS
YEARS ENDING DECEMBER 31,
(000s Omitted)

	2019	2020	2021	2022	2023
REVENUES, GAINS, AND OTHER SUPPORT					
Resident Fees Earned	\$ 22,363	\$ 23,206	\$ 24,081	\$ 24,989	\$ 25,932
Amortization of Entrance Fees	5,600	5,991	6,350	6,353	6,358
Support to Affiliates, Net	200	200	200	200	200
Healthcare Endowment Income	140	146	151	157	164
Investment Income	547	688	632	745	779
Other Revenue	994	1,044	1,083	1,125	1,167
Total Revenues, Gains, and Other Support	29,844	31,275	32,497	33,569	34,600
EXPENSES					
Health Care	7,752	8,031	8,320	8,619	8,930
Resident Services	1,120	1,160	1,202	1,245	1,290
Dietary	4,593	4,758	4,930	5,107	5,291
Housekeeping	1,494	1,548	1,604	1,662	1,722
Laundry	289	299	310	321	333
Plant Operations	3,753	3,888	4,028	4,173	4,323
General and Administrative	4,292	4,446	4,606	4,772	4,944
Depreciation	6,776	6,482	6,247	6,124	5,938
Interest and Amortization	1,114	1,085	1,047	1,009	970
Total Expenses	31,183	31,697	32,294	33,032	33,741
EXCESS (DEFICIT) OF REVENUES, GAINS, AND OTHER SUPPORT OVER (UNDER) EXPENSES AND INCREASE (DECREASE) IN NET ASSETS					
	(1,339)	(422)	203	537	859
Net Assets - Beginning of Year	29,036	27,697	27,275	27,478	28,015
Net Assets - End of Year	\$ 27,697	\$ 27,275	\$ 27,478	\$ 28,015	\$ 28,874

See Accompanying Summary of Significant Forecast Assumptions and Accounting Policies and
Independent Accountants' Compilation Report

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
FORECASTED STATEMENTS OF CASH FLOWS
YEARS ENDING DECEMBER 31,
(000s Omitted)

	2019	2020	2021	2022	2023
CASH FLOWS FROM OPERATING ACTIVITIES					
Increase (Decrease) in Net Assets	\$ (1,339)	\$ (422)	\$ 203	\$ 537	\$ 859
Adjustments to Reconcile Decrease in Net Assets to Net Cash Provided by Operating Activities:					
Depreciation	6,776	6,482	6,247	6,124	5,938
Amortization of Deferred Revenues	(5,600)	(5,991)	(6,350)	(6,353)	(6,358)
Amortization of Deferred Financing Costs	38	38	38	38	38
Entrance Fees Received	6,800	6,817	6,834	6,851	6,868
Changes in Operating Assets and Liabilities	1,547	170	179	137	144
Net Cash Provided by Operating Activities	8,222	7,094	7,151	7,334	7,489
CASH FLOWS FROM INVESTING ACTIVITIES					
Increase in Investments	(1,821)	(575)	(1,061)	(1,321)	(1,179)
(Increase) Decrease in Assets Limited as to Use	4,535	(222)	(224)	(232)	(238)
Capital Expenditures	(8,658)	(4,317)	(3,850)	(3,725)	(3,975)
Net Cash Used by Investing Activities	(5,944)	(5,114)	(5,135)	(5,278)	(5,392)
CASH FLOWS FROM FINANCING ACTIVITIES					
Principal Payments on Long-Term Debt	(1,318)	(1,333)	(1,362)	(1,393)	(1,427)
Entrance Fees Refunded	(300)	(477)	(478)	(480)	(481)
Net Cash Used by Financing Activities	(1,618)	(1,810)	(1,840)	(1,873)	(1,908)
INCREASE IN CASH AND CASH EQUIVALENTS	660	170	176	183	189
Cash and Cash Equivalents - Beginning of Year	4,062	4,722	4,892	5,068	5,251
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 4,722	\$ 4,892	\$ 5,068	\$ 5,251	\$ 5,440

See Accompanying Summary of Significant Forecast Assumptions and Accounting Policies and
Independent Accountants' Compilation Report

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
FORECASTED BALANCE SHEETS (CONTINUED)
AT DECEMBER 31,
(000s Omitted)

	2019	2020	2021	2022	2023
ASSETS					
CURRENT ASSETS					
Cash and Cash Equivalents	\$ 4,722	\$ 4,892	\$ 5,068	\$ 5,251	\$ 5,440
Investments	21,435	22,010	23,071	24,392	25,571
Resident Accounts Receivable, Net	317	331	345	356	367
Pledges Receivable	55	56	-	-	-
Entrance Fees Receivable	95	95	95	95	95
Related Party Receivable	65	65	65	65	65
Other Receivables	317	331	345	356	367
Other Current Assets	238	249	259	267	275
Total Current Assets	27,244	28,029	29,248	30,782	32,180
ASSETS LIMITED AS TO USE					
Statutory Operating Reserves	6,628	6,843	7,066	7,298	7,536
Admissions Deposits	346	346	346	346	346
Refundable Entrance Fees	777	784	785	785	785
Other	47	47	47	47	47
Total Assets Limited as to Use	7,798	8,020	8,244	8,476	8,714
ASSETS UNDER INTEREST RATE SWAP AGREEMENTS	1,417	1,417	1,417	1,417	1,417
PLEDGES RECEIVABLES, NET OF CURRENT PORTION	56	-	-	-	-
OTHER ASSETS	206	206	206	206	206
PROPERTY AND EQUIPMENT, NET	75,346	73,181	70,784	68,385	66,422
Total Assets	\$ 112,067	\$ 110,853	\$ 109,899	\$ 109,266	\$ 108,939

See Accompanying Summary of Significant Forecast Assumptions and Accounting Policies and
Independent Accountants' Compilation Report

WELL-SPRING RETIREMENT COMMUNITY, INC.
(AN AFFILIATE OF WELL-SPRING SERVICES, INC.)
FORECASTED BALANCE SHEETS (CONTINUED)
AT DECEMBER 31,
(000s Omitted)

	2019	2020	2021	2022	2023
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Accrued Interest Payable	\$ 100	\$ 97	\$ 93	\$ 90	\$ 87
Accounts Payable and Other Accrued Expenses	3,063	3,173	3,288	3,406	3,529
Accrued Salaries and Wages	1,213	1,256	1,301	1,348	1,397
Related Party Payable	253	253	253	253	253
Deferred Resident Fee Revenue	101	101	101	101	101
Current Portion of Long-Term Debt	1,333	1,362	1,393	1,427	1,453
Other Current Liabilities	128	132	137	142	147
Total Current Liabilities	6,191	6,374	6,566	6,767	6,967
LONG-TERM LIABILITIES					
Admission Deposits	346	346	346	346	346
Deferred Revenue from Entrance Fees - Refundable	338	342	342	342	342
Deferred Revenue from Entrance Fees - Nonrefundable	42,603	42,941	42,946	42,964	42,993
Refundable Entrance Fees	777	784	785	785	785
Long-Term Debt, Less Current Portion	34,115	32,791	31,436	30,047	28,632
Total Deferred Revenue and Other Liabilities	78,179	77,204	75,855	74,484	73,098
Total Liabilities	84,370	83,578	82,421	81,251	80,065
NET ASSETS					
Net Assets Without Donor Restrictions	27,431	27,009	27,212	27,749	28,608
Net Assets With Donor Restrictions	266	266	266	266	266
Total Net Assets	27,697	27,275	27,478	28,015	28,874
Total Liabilities and Net Assets	\$ 112,067	\$ 110,853	\$ 109,899	\$ 109,266	\$ 108,939

See Accompanying Summary of Significant Forecast Assumptions and Accounting Policies and
Independent Accountants' Compilation Report

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction, Background Information and Summary of Significant Forecast Assumptions

Basis of Presentation

The accompanying financial forecast presents, to the best of the knowledge and belief of management ("Management") the expected financial position, results of operations and changes in net assets and cash flows of Well-Spring Retirement Community, Inc. (an affiliate of Well-Spring Services, Inc.) (the "Community" or "Well-Spring") as of and for each of the five years ending December 31, 2023 (the "Forecast Period"). The Community is a nonstock, nonprofit organization established to develop and operate a continuing care retirement community and provide housing, health care and related services to the elderly. The Community is an affiliate of Well-Spring Services, Inc. ("Services"). Services was created as part of a corporate restructuring that was completed during 2012. Services functions as the sole member of the Community, Well-Spring Foundation ("Foundation") and Well-Spring Management and Development, Inc. ("Management & Development"). Services, as well as the Foundation and Management & Development, are considered related parties to the Community. The accompanying financial forecast only includes the Community and none of the other affiliates.

Accordingly, the Forecast reflects Management's judgment as of May 23, 2019, the date of this forecast, of the expected conditions and its expected course of action. The assumptions disclosed herein are the assumptions which Management believes are significant to the financial forecast. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

This financial forecast is intended solely for the information and use of Management, the Board of Trustees, and the North Carolina Department of Insurance (pursuant to the requirements of North Carolina General Statutes, Chapter 58, Article 64 and included in the Community's disclosure statement filing), and is not intended to be and should not be used by anyone other than these specified parties.

Background

As of December 31, 2018, Well-Spring consisted of approximately 90 acres in Greensboro, North Carolina, and Guilford County, North Carolina, a mid-rise apartment building containing 123 residential units; 50 one-story garden apartment residential units and 88 one-story villa residential units, for a total of 261 residential units; a health care center consisting of 60 assisted living units, 20 memory care units and 60 skilled nursing units; an aquatic and fitness center; a theater and fine arts studios; and central services building.

Well-Spring offers two residence and care agreement options: Lifecare Residence and Care, and Modified Lifecare Residence and Care. Both of these options require payment of a one-time entrance fee and monthly service fees. Generally, payment of these fees entitles residents to the use and privileges of the facility for life. The occupancy agreement does not entitle the residents to an interest in the real estate or other property owned by the Community. All residents are fully responsible for payment of the above fees.

In December 2018, Management substantially completed the renovation and expansion of its current dining facility and construction of a 320-seat theater and fine art studios. These amenities were put into service in January of 2019. This project was financed using proceeds from the Series 2016B Bonds (as defined hereinafter) and donor-specified funds.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction, Background Information and Summary of Significant Forecast Assumptions (Continued)

Occupancy

Residential Living

Based on the marketing efforts, the move-ins experience to date, and historical occupancy experience, utilization of the residential units is forecasted as noted below. Resident attrition as a result of mortality and permanent transfer to the health center is estimated based on actuarial forecasts. The following tables summarize the forecasted utilization during the Forecast Period.

Year Ending December 31,	Units Available			Units Occupied				Total Units Becoming Available	Units Becoming Available	
	Beginning of Year	End of Year	Average for Year	Beginning of Year	End of Year	Average for Year	Ending Occupancy		Due to Death Or W/D	Due to Permanent Transfer to Health Center
2019	261	261	261	250	250	250	96%	25	2	23
2020	261	261	261	250	250	250	96%	26	2	24
2021	261	261	261	250	250	250	96%	28	3	25
2022	261	261	261	250	250	250	96%	30	3	27
2023	261	261	261	250	250	250	96%	31	4	27

Health Care Center

Utilization of the assisted living units is expected to be 87% and utilization of the skilled nursing units and memory care units are expected to be 94% during the Forecast Period.

Occupancy of these units is estimated as follows:

Assisted Living

Year Ending December 31,	Average Units Available	Average Independent Living Residents	Average Per Diem Residents	Average Total Units Occupied	Average Occupancy
2019	60	45	7	52	87%
2020	60	45	7	52	87%
2021	60	45	7	52	87%
2022	60	45	7	52	87%
2023	60	45	7	52	87%

Skilled Nursing, Rehabilitation, and Memory Care

Year Ending December 31,	Average Units Available	Average Units Occupied	Average Occupancy
2019	80	75	94%
2020	80	75	94%
2021	80	75	94%
2022	80	75	94%
2023	80	75	94%

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction, Background Information and Summary of Significant Forecast Assumptions (Continued)

Revenues

Entrance fees generated are based on the forecasted number of independent living units occupied each year. The entrance fees that are earned into revenue over the life expectancy of residents are reflected as amortization of entrance fees. The unearned portion of entrance fees is classified as Deferred Revenue on the accompanying forecasted balance sheets. During the Forecast Period, the entrance fees are expected to average \$200,000 in 2019 and inflate 0.25% annually thereafter over the Forecast Period.

Residents under the lifecare ("Lifecare") contract requiring skilled nursing and assisted living services receive priority for admission to the health center and receive such services at no increase over their independent living monthly service fee, other than the charge for two additional daily meals not provided for in the monthly service fee and certain other items used for their care including pharmaceuticals and supplies. Residents under the modified lifecare ("Modified Lifecare") contract requiring skilled nursing and assisted living services also receive priority admission to the health center but pay a discounted rate based on the current per diem rates in place. The discount currently ranges between 15% and 20% of the per diem rates.

A portion of the entrance fee may be refundable when the residency is terminated based upon the plan selected under either the Lifecare or Modified Lifecare contracts. The refund options available to the Lifecare and Modified Lifecare contracts are:

- One year, four percent per month declining refund option ("Plan A"). If the prospective resident selects this plan the Community will refund an amount equal to ninety percent of the entrance fee paid in the event that the termination date occurs within sixty days after the occupancy date. If the termination date occurs more than sixty days but less than 12 months after the occupancy date, the Community will refund an amount equal to ninety percent of the entrance fee paid less four percent of the total entrance fee for each calendar month prior to the termination date. However, in no event shall any refund occur if the termination date occurs more than twelve months after the occupancy date.
- Ninety-two month, one percent per month declining refund option ("Plan B"). If the prospective resident selects this plan the Community will refund an amount equal to ninety percent of the entrance fee paid in the event that the termination date occurs within sixty days after the occupancy date. If the termination date occurs more than sixty days after the occupancy date, the Community will refund an amount equal to ninety percent of the entrance fee paid less one percent of the total entrance fee for each calendar month between the end of the initial sixty-day period and the termination date. In no event shall any refund occur more than ninety-two months after the occupancy date.
- 90% refund option ("Plan D") – Only available to Lifecare contract. If the prospective resident selects this plan an amount equal to ninety percent of the entrance fee paid will be refunded upon contract termination.

Management has forecasted that approximately 100% of the residents would select Plan A (40% selecting Lifecare and 60% selecting Modified Lifecare). Management has not forecasted any incoming resident selecting Plan B (Lifecare and Modified Lifecare) or Plan D (90% refund option) during the Forecast Period.

Resident fee revenues are based on the forecasted utilization and the 2019 fee schedules in the information that follows. Management has assumed that the number of units to have double occupancy is approximately 24% for all years in the Forecast Period. It is forecasted that the monthly service fees for independent living will increase 3.5% for 2020 and each year thereafter. The monthly service fees for per diem residents in assisted living, skilled nursing and memory care are forecasted to increase 4.0% for 2020 and each year thereafter. On a limited basis, the Community would provide benevolence assistance to residents, who, through no fault of their own, outlive their financial resources, provided that this assistance does not jeopardize the financial stability of the Community.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction, Background Information and Summary of Significant Forecast Assumptions (Continued)

Management has forecasted the benevolence credit for 2019 to be approximately \$600,000, and has assumed that it would increase by 2.0% in fiscal year 2020 and thereafter.

Other revenue relates to both residential living and health care ancillary services and includes income from personal care services, guest meals, rental of retail space, rental income for guest rooms, respite care revenue, and other miscellaneous revenue sources and has been forecasted based on Management's historical experience and approximates 4.5% of resident fee revenues during the Forecast Period.

The following table summarizes the type, number, approximate square footage, monthly service fees and entrance fees, in fiscal year 2019 dollars.

Independent Living	Type	Square Feet	Number of Units	Monthly Service Fee		Entrance Fee	
				Plan A Modified LifeCare	Plan A LifeCare	Plan A Modified LifeCare	Plan A LifeCare
<i>Apartments</i>							
Azalea	1 Bedroom / 1 Bath	675	15	\$ 2,737	\$ 3,145	\$ 89,150	\$ 131,100
Birch	1 Bedroom / 1 Bath	750	6	\$ 2,737	\$ 3,145	\$ 89,150	\$ 131,100
Camellia	1 Bedroom / 1 Bath	970	60	\$ 3,279	\$ 3,768	\$ 118,120	\$ 173,700
Dogwood	1 Bedroom / 1 Bath	1,130	12	\$ 3,511	\$ 4,035	\$ 157,620	\$ 231,800
Elm	2 Bedroom / 2 Bath	1,200	30	\$ 3,678	\$ 4,227	\$ 170,680	\$ 251,000
<i>Garden Home</i>							
Forsythia	1 Bedroom / 1 Bath	970	26	\$ 3,366	\$ 3,868	\$ 118,120	\$ 173,700
Gardenia	2 Bedroom / 2 Bath	1,215	8	\$ 3,687	\$ 4,237	\$ 167,890	\$ 246,900
Holly	2 Bedroom / 1.5 Bath	1,160	16	\$ 3,603	\$ 4,141	\$ 162,180	\$ 238,500
<i>Villa</i>							
Ivy	2 Bedroom / 2 Bath	1,300	24	\$ 3,834	\$ 4,406	\$ 177,340	\$ 260,800
Juniper	2 Bedroom / 2 Bath	1,580	16	\$ 4,284	\$ 4,924	\$ 213,860	\$ 314,500
Laurel	2 Bedroom / 2 Bath	2,140	15	\$ 4,416	\$ 5,075	\$ 232,360	\$ 341,700
Maple	3 Bedroom / 2 Bath	2,380	10	\$ 4,642	\$ 5,335	\$ 288,590	\$ 424,400
Oak	2 Bedroom / 2 Bath	2,115	13	\$ 4,416	\$ 5,075	\$ 232,360	\$ 341,700
Pine	3 Bedroom / 2 Bath	2,380	10	\$ 4,642	\$ 5,335	\$ 288,590	\$ 424,400
Total / Weighted Average		1,301	261	\$ 3,672	\$ 4,220	\$ 164,506	\$ 241,919
Second Person Fee				\$ 1,575	\$ 1,810	\$ 63,000	\$ 63,000

The following table summarizes the type, number, approximate square footage, and monthly service fees for the Health Care Center, in fiscal year 2019 dollars.

Level of Care	Type	Square Feet	Number of Units	Monthly Service Fee		
				Per Diem	Plan A	
					Modified LifeCare	Plan A LifeCare
Assisted Living Apartments	1 Bedroom / 1 Bath	475	60	\$ 5,902	\$ 4,869	(1)
Skilled Nursing / Memory Care	1 Bedroom / 1 Bath	273	80	\$ 8,672	\$ 7,154	(1)

Notes:

- (1) As previously indicated, Residents under the Lifecare contract requiring skilled nursing and assisted living services receive no increase over their independent living monthly service fee, other than the charge for two additional daily meals not provided for in the monthly service fee and certain other items used for their care such as pharmaceuticals and supplies.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction, Background Information and Summary of Significant Forecast Assumptions (Continued)

Management has forecasted the following resident mix, by contract type, for the Forecast Period.

Forecasted as of December 31,

	Independent Living		Assisted Living			Skilled Nursing, Memory Support, and Rehabilitation		
	Lifecare	Modified Lifecare	Lifecare	Modified Lifecare	Per Diem	Lifecare	Modified Lifecare	Per Diem ⁽¹⁾
2019	40%	60%	45%	40%	15%	40%	50%	10%
2020	40%	60%	45%	40%	15%	40%	50%	10%
2021	40%	60%	45%	40%	15%	40%	50%	10%
2022	40%	60%	45%	40%	15%	40%	50%	10%
2023	40%	60%	45%	40%	15%	40%	50%	10%

Notes:

- (1) Per Diem for Skilled Nursing, Memory Support, and Rehabilitation represents residents who have transferred from assisted living.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction, Background Information and Summary of Significant Forecast Assumptions (Continued)

Operating Expenses

Staffing of the Community is based on the Community's existing staffing levels and the experience of management giving effect to the level of services offered at the Community. The Community is estimated to employ 288 fulltime equivalent (FTEs) employees during the Forecast Period. Average salary and wage rates are based on current rates paid. Beginning January 1, 2020, on an annual basis, Management is forecasting salary and wage rates of the Community to increase approximately 4.0% for health-care employees and 3.0% for non-healthcare employees during the Forecast Period.

The costs of employee's fringe benefits are assumed to approximate 27% of salaries and wages and include FICA, medical and dental insurance, long-term disability, life insurance, and retirement benefits.

The cost of supplies, utilities and other non-salary expenses of the Community were based on the experience of the community and are forecasted to increase at an average annual rate as follows:

	2019	2020	2021	2022	2023
Health Care Supplies	n/a	3.5%	3.5%	3.5%	3.5%
Utilities	n/a	5.0%	5.0%	5.0%	5.0%
Other Non-Salary Expenses	n/a	3.5%	3.5%	3.5%	3.5%

Property and Equipment and Depreciation Expense

The forecasted balance sheets reflect the cost of constructing and equipping the Community. The statements of forecasted operations and changes in net assets include the related depreciation and interest expense. Estimated provisions for depreciation during the Forecast Period were computed on the straight-line method using an average 32-year life for construction-related costs and an 8-year life for furniture, fixtures, equipment and capital equipment additions.

In addition to normal, annual capital improvements and replacement ranging from \$3.7 million to \$7.5 million per year over the Forecast Period, the Community's additional capital improvements are forecasted to include approximately \$1.1 million of remaining expenditures in 2019 related to the renovation and expansion of its dining facility and construction of the theater and fine arts studios.

Amortization Expense

Financing expenses incurred in conjunction with issuance of the bonds are assumed to be amortized over the perspective period the bonds are outstanding and is included in interest expense.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction, Background Information and Summary of Significant Forecast Assumptions (Continued)

Existing Interest and Long-Term Debt

Long-term debt, totaling \$37,082,083 at December 31, 2018, consisted of the following maturities and annual interest rates:

Series 2016A-1, bank qualified debt. Monthly payment of principal is due beginning November 25, 2016. All unpaid principal and interest is due January 1, 2021. Interest is payable monthly at a variable interest rate (2.95% at December 31, 2018).	\$ 1,670,833
Series 2016A-2, bank qualified debt. Monthly payment of principal is due beginning November 25, 2016. All unpaid principal and interest is due January 1, 2027. Interest is payable monthly at a variable interest rate (3.188% at December 31, 2018).	4,616,250
Series 2016B; interest only through January 2019. Monthly payment of principal is due beginning January 25, 2019. All unpaid principal and interest is due January 1, 2041. Interest is payable monthly at a variable rate (3.2845% at December 31, 2018).	<u>30,795,000</u>
	37,082,083
Less: Current Maturities	(1,317,500)
Less: Unamortized Deferred Financing Costs	<u>(354,999)</u>
Total	<u>\$35,409,584</u>

In October 2016, the Community issued two loan agreements totaling \$40,000,000 in relation to the Public Finance Authority Retirement Facilities Revenue Refunding Bonds (Series 2016A Bonds) and the Public Finance Authority Retirement Facilities Revenue Bonds (Series 2016B). Proceeds of the Series 2016A bonds, broken into two parts, Series 2016A-1 and Series 2016A-2, were used to refund the outstanding Series 2003 bonds and taxable variable rate debt. Proceeds from the Series 2016B bonds are being drawn down by the Community as needed to fund the expansion and renovation of resident amenities at the Community. These bonds are secured by a lien on substantially all of the real and personal property comprising the Community and by a security interest in the Community's unrestricted revenues. The Series 2016A-1, 2016A-2 and 2016B Bonds bear interest at an adjustable rate which is 68% of One-Month LIBOR, as adjusted monthly with changes in One-Month LIBOR, plus 0.715%, 0.910% and 1.105% per annum, respectively. Effective January 1, 2018, these interest rates changed on the Community's debt related to provisions in the debt agreements triggered by a decrease in the corporate tax rate. The Series 2016A-1, 2016A-2, and 2016B Bonds now bear interest at an adjustable rate, which is 82.646% of One Month LIBOR, as adjusted monthly with changes in One-Month LIBOR, plus 0.869%, 1.106%, and 1.343% per annum, respectively. The Community had fully drawn the Series 2016B Bonds to \$30,795,000 by December 31, 2018.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction, Background Information and Summary of Significant Forecast Assumptions (Continued)

The Amended and Restated Master Trust Indenture and Continuing Covenants Agreement require the maintenance of a long-term debt service coverage ratio in excess of 1.20 and 1.25, respectively. In addition, they contain other covenants restricting, among other things, incurrence of indebtedness, existence of liens on property, consolidation and merger, and disposition of assets.

Forecasted principal payments on the Community's total long-term debt is presented in the following table, which is presented on a December 31, fiscal year basis.

Year Ending December 31,	(000s Omitted)			
	Series 2016A-1	Series 2016A-2	Series 2016B	Total
2019	\$ 858	\$ 15	\$ 445	\$ 1,318
2020	751	15	567	1,333
2021	62	597	703	1,362
2022	-	710	683	1,393
2023	-	747	680	1,427
Thereafter	-	2,532	27,717	30,249
Total	\$ 1,671	\$ 4,616	\$ 30,795	\$ 37,082

Interest Rate Swap Agreements

During 2016, the Community entered into three variable-to-fixed interest rate swap agreements to manage the interest rate risk on the variable rate indebtedness on the Series 2016A and Series 2016B bonds. Under the first swap agreement (Series 2016A-1 Swap), the Community's variable rate on the Series 2016A-1 borrowings is effectively converted to 1.435%, on a notional amount of \$4,375,000. The Series 2016A-1 Swap has an effective date of October 18, 2016 and terminates on January 1, 2021. Under the second swap agreement (Series 2016A-2 Swap), the Community's variable rate on the Series 2016A-2 borrowings is effectively converted to 1.905%, on a notional amount of \$4,647,500. The Series 2016A-2 Swap has an effective date of October 18, 2016 and terminates on January 1, 2027. Under the third swap agreement (Series 2016B Swap), the Community's variable rate on the Series 2016B borrowings is effectively converted to 2.385%, on a notional amount of \$30,795,000. The Series 2016B Swap was a forward swap on the Series 2016B Bonds (as defined above). The Community entered into the Series 2016B Swap on October 12, 2016 to secure a favorable fixed rate and received no benefits of the Series 2016B Swap until the effective date of July 1, 2018, and terminates on November 1, 2031. The Series 2016A-1 Swap, Series 2016A-2 Swap, and Series 2016B Swap are collectively referred to as the "Swap Agreements."

In January of 2018, the Swap Agreements were amended due to an interest rate reset on the Community's debt related to provisions in the debt agreements triggered by a decrease in the corporate tax rate. The Series 2016A-1 Swap now has an effective date of January 1, 2018. The Community now pays a fixed rate of 1.914% on a notional amount of \$2,890,000. The Series 2016A-2 Swap now has an effective date of January 1, 2018. The Community now pays a fixed rate of 2.479% on a notional amount of \$4,630,000. The Series 2016B Swap now has an effective date of July 1, 2018. The Community now pays a fixed rate of 3.024% on a notional amount of \$30,795,000.

The total estimated fair value of the Swap Agreements as of December 31, 2018 was an asset of \$1,417,079. The amount is included on the forecasted balance sheet as Assets Under Interest Rate Swap Agreements. Management has not forecasted any change in the fair value of the Swap Agreements during the Forecast Period.

Current Assets and Current Liabilities

Working capital components have been estimated based on historical experience, adjusted for increased occupancy and inflation, and requirements outlined in the Trust Agreement for the Bonds.

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction, Background Information and Summary of Significant Forecast Assumptions (Continued)

Assets Limited as to Use

Assets limited as to use includes amounts set aside for statutory operating reserves. Assets limited as to use also includes assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for another purpose. The Board has limited as to use admission deposits and refundable entrance fees. Refundable entrance fees and admission deposits are assumed to equal the related liability.

Under regulations of the North Carolina Insurance Commission, the Community is required to maintain an operating reserve equal to 25% of the total occupancy costs forecasted for the 12-month period following the period covered by the most recent annual statements filed with the Department of Insurance. The operating reserve of 25% is based upon an occupancy percentage of 90% or more.

Statutory Operating Reserve Assets on the accompanying forecasted balance sheets incorporated the assumptions set forth following:

	(000s Omitted)					Estimated
	2019	2020	2021	2022	2023	2024
Total Operating Expenses	\$ 31,183	\$ 31,697	\$ 32,294	\$ 33,032	\$ 33,741	\$ 34,668
Include:						
Bond Principal Payments	1,318	1,333	1,362	1,393	1,427	1,453
Exclude:						
Depreciation	(6,776)	(6,482)	(6,247)	(6,124)	(5,938)	(5,938)
Amortization	(38)	(38)	(38)	(38)	(38)	(38)
Total Operating Costs	\$ 25,687 ⁽¹⁾	\$ 26,510	\$ 27,371	\$ 28,263	\$ 29,192	\$ 30,145
Operating Reserve Percentage ⁽²⁾	25%	25%	25%	25%	25%	
Operating Reserve at 12/31	\$ 6,628	\$ 6,843	\$ 7,066	\$ 7,298	\$ 7,536	

Notes:

(1) Used in calculation of the 12/31/18 operating reserve balance of approximately \$6,422,000

(2) Occupancy Percentage at Year-end:

	2019	2020	2021	2022	2023
Available Units:					
Independent Living	261	261	261	261	261
Assisted Living	60	60	60	60	60
Total Available Units	321	321	321	321	321
Occupied Units:					
Independent Living	250	250	250	250	250
Assisted Living	52	52	52	52	52
Total Occupied Units	302	302	302	302	302
Occupancy at Year-end	94.1%	94.1%	94.1%	94.1%	94.1%

Investment income included in the accompanying forecasted statements of operations and changes in net assets is based on an assumed blended rate of return of approximately 1.6% for 2019 and 2.0% for 2020-2023.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies

Basis of Accounting

The Community maintains its accounting and financial records according to the accrual basis of accounting. The Community classifies its funds for accounting and reporting purposes as without donor restrictions or with donor restriction:

Without Donor Restrictions— Resources of the Community that are not restricted by donors or grantors as to use or purpose. These resources include amounts generated from operations, undesignated gifts, and the investment in property and equipment.

With Donor Restrictions – Resources that carry a donor-imposed restriction that permits the Community to use or expend the donated assets as specified, is satisfied by the passage of time or by actions of the Community, or that the assets be maintained in perpetuity. Donor restricted net assets are available primarily to fund certain resident care expenses.

Use of Estimates

The preparation of forecasted financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported as assets and liabilities and disclosure of contingent assets and liabilities in the forecasted financial statements and accompanying notes. Estimates also affect the reported amount of revenues and expenses during the reporting period. Estimates made by the Community relate primarily to the collectability of accounts and pledges receivable, the obligation to provide future services, the life expectancy used to amortize deferred revenue from entrance fees and the portion of entrance fees to be refunded. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Community considers all highly liquid investments, other than those included in assets limited as to use, with a maturity of three months or less when purchased, to be cash equivalents.

Investments

Investments are measured at fair market value based on quoted market values. The Community considers its investment portfolio to be a trading portfolio and, accordingly, all investment income or loss (including realized and unrealized gains and losses on investments) is included in the excess of revenue, gains and other support over expenses, unless the income is restricted by donor or by law.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies (Continued)

Assets Limited as to Use

Assets limited as to use includes assets whose use is specified in such agreements and amounts set aside for North Carolina statutory operating reserves. Assets limited as to use also includes assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for another purpose. The Board has limited as to use admission deposits, refundable entrance fees, and assets to provide benevolent assistance.

Property and Equipment

Property and equipment are recorded at cost. Donated property and equipment are recorded as an addition to net assets when received, based on the fair value of the asset on the date contributed. Depreciation is provided over the estimated useful life of each class of depreciable asset, and is computed using the straight-line method. Interest costs incurred on borrowed funds during the period of construction of capital assets are capitalized as a component of the costs of acquiring these assets. The following estimated useful lives are used to calculate depreciation:

Land Improvements	3 - 25 years
Buildings	20 - 40 years
Building Improvements	3 - 40 years
Furniture and Fixtures	3 - 20 years

The Community periodically assesses the realizability of its long-lived assets and evaluates such assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Impairment is determined to exist for assets to be held and used if estimated future cash flows, undiscounted and without interest charges, are less than the carrying amount. Impairment is determined to exist for assets to be disposed of if the estimated net realizable value is less than the carrying amount.

The following table reflects routine capital additions during the Forecast Period and construction expenditures associated with the completion of a renovation and expansion project.

	(000's Omitted)				
	2019	2020	2021	2022	2023
Project Costs	\$ 1,102	\$ -	\$ -	\$ -	\$ -
Routine Capital Additions	7,556	4,317	3,850	3,725	3,975
Total	\$ 8,658	\$ 4,317	\$ 3,850	\$ 3,725	\$ 3,975

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies (Continued)

The following table reflects the major categories of property and equipment throughout the Forecast Period:

	<u>(000's Omitted)</u>				
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Land	\$ 3,402	\$ 3,402	\$ 3,402	\$ 3,402	\$ 3,402
Land Improvements	8,029	8,461	8,846	9,219	9,616
Buildings	77,041	77,041	77,041	77,041	77,041
Building Improvements	23,715	26,521	29,024	31,445	34,029
Furniture and Equipment	13,231	14,310	15,271	16,202	17,197
	<u>125,418</u>	<u>129,735</u>	<u>133,584</u>	<u>137,309</u>	<u>141,285</u>
Less: Accumulated Depreciation	<u>(50,591)</u>	<u>(57,073)</u>	<u>(63,319)</u>	<u>(69,443)</u>	<u>(75,382)</u>
	<u>74,827</u>	<u>72,662</u>	<u>70,265</u>	<u>67,866</u>	<u>65,903</u>
Plus: Construction in Progress	519	519	519	519	519
Property and Equipment, Net	<u>\$ 75,346</u>	<u>\$ 73,181</u>	<u>\$ 70,784</u>	<u>\$ 68,385</u>	<u>\$ 66,422</u>

Deferred Financing Costs

Deferred financing costs include costs incurred in connection with Series 2016 Bonds. Such costs are amortized using the effective interest method over the term of the Series 2016 Bonds. The Community presents debt issuance costs as a direct deduction from the face amount of the related borrowings, amortizes debt issuance costs using the effective interest method over the life of the debt, and records the amortization as a component of interest expense.

Deferred Revenue from Entrance Fees and Refundable Entrance Fees

Entrance fees from the Community's residency and care agreements, excluding the portion that is estimated to be refundable to the resident, are recorded as deferred revenue from entrance fees, nonrefundable and recognized as income over the estimated life expectancy, adjusted annually, for each resident.

A portion of the entrance fee may be refundable when the residency is terminated. In accordance with the continuing care contract, the refundable portion is reduced each month, commencing with the date of occupancy and recognized as income over the estimated life expectancy, annually, for each resident. Under certain contracts, a minimum of 90% of the original entrance fee will be refunded. Such minimum refundable amounts are shown as Entrance Fees - Refundable in the accompanying forecasted balance sheets and are not amortized into income.

Obligation to Provide Future Services

The Community calculates the present value of the estimated net cost of future services and the use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from entrance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from entrance fees, a liability (obligation to provide future services) is recorded. No liability has been recorded for the year ended December 31, 2018, because the present value of the estimated net cost of future services and use of facilities is less than deferred revenue from entrance fees. Management has not forecasted a future service obligation during the Forecast Period.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies (Continued)

Statements of Operations and Changes in Net Assets

Provision of resident care services is the sole function of Well-Spring. For purposes of presentation, transactions deemed by management to be ongoing, major or central to the provision of resident care services are reported as revenues, gains and other support and expenses. Peripheral or incidental transactions are reported as non-operating gains and losses.

Resident Fees Earned

Resident fees earned represent the estimated net realizable amounts from residents for services rendered, including the portion of the deferred entrance fees and customization fees earned in the current year. The Community performs ongoing evaluations of resident accounts receivable and provides an allowance for doubtful accounts based upon its assessment of the credit risk of specific residents, historical trends and other information, if necessary.

Benevolent Assistance

The Community has a benevolent assistance policy to identify residents who are unable to pay and uses the Community's funds designated by the Board of Trustees for benevolent assistance to subsidize the charges for services provided to those residents. Such residents are identified based on financial information obtained from the resident and subsequent review and analysis. Since the Community does not charge the residents for services provided, estimated charges for benevolent assistance are not included in revenue. Well-Spring Foundation has a Benevolence Assistance fund to support this program.

Contributions

The Community reports contributions of cash and other assets as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the accompanying forecasted statements of operations and changes in net assets as net assets released from restrictions.

The Community reports contributions of property and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Contributions of long-lived assets with explicit restrictions that specify how the assets are to be used and contributions of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long these assets must be maintained, the Community reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Advertising

Advertising costs are expensed as incurred.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies (Continued)

Excess (Deficiency) of Revenue, Gains and Other Support Over (Under) Expenses

The forecasted statements of operations and changes in net assets include excess (deficiency) of revenue, gains, and other support over (under) expenses, which the Community uses as its measure of operations. Changes in net assets without donor restrictions, which are excluded from the operating measure, consistent with industry practice, are net assets released from restrictions for purchase of property, plant and equipment, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Income Tax Status

Well-Spring is organized as a non-profit, tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and under similar state statutes. In addition, the Community qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and is classified as an organization that is not a private foundation under Section 509(a)(2). Accordingly, no provision for income taxes is included in the accompanying forecasted statements of operations and changes in net assets.

APPENDIX C



WellSpring, A Life Plan Community

RESIDENCE AND CARE AGREEMENTS



Well-Spring

A LIFE PLAN COMMUNITY

LIFECARE
RESIDENCE AND CARE AGREEMENT

4100 Well Spring Drive, Greensboro, NC 27410
Phone (336)545-5400/Fax (336)545-5411
5/6/2019

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**WELL·SPRING, A LIFE PLAN COMMUNITY
LIFECARE RESIDENCE AND CARE AGREEMENT**

I. INTRODUCTION

This Residence and Care Agreement is entered into between **WELL·SPRING, A LIFE PLAN COMMUNITY**, a North Carolina non-profit corporation with its principal office in Greensboro, North Carolina (referred to as "Well·Spring") and _____ (referred to as "you"). If two persons enter into this Agreement as Co-Residents (as defined below), the word "you" shall apply to both unless the context requires otherwise.

Well·Spring owns a retirement community in Greensboro, North Carolina known as "Well·Spring, A Life Plan Community" ("Well·Spring"). You desire to become a Resident (or Residents) of Well·Spring and to use and enjoy the facilities, programs, and services provided by Well·Spring, and Well·Spring desires for you to become a Resident or (Residents) of Well·Spring in accordance with the terms and conditions of this Residence and Care Agreement (hereinafter referred to as this "Agreement"). This Agreement is divided into several parts in order to make it easier to read and to allow you to find the particular terms and conditions pertaining to each aspect of your residency.

NOW THEREFORE, Well·Spring and you agree to the following:

**II. RESIDENCY AND WELL·SPRING'S
RESPONSIBILITIES TO YOU AS A RESIDENT**

Well·Spring shall provide to you the following services and facilities upon your occupancy at Well·Spring. Unless otherwise specified, there shall be no additional charge made for any of these services and facilities other than payment of the Entrance Fee and Monthly Service Fees, each of which is hereinafter described.

1. Living Unit.

Well·Spring grants to you the right to occupy and use the independent living unit ("Living Unit"), described in Exhibit A and selected by you, subject to the terms and provisions of this Agreement.

2. Common Facilities.

You may use, in common with other Residents, the common facilities of Well·Spring including, but not limited to, the dining room, lounges, lobbies, libraries, social and recreation rooms, and designated outdoor activity areas. At times, advance reservation may be required

for certain common facilities. There will be additional charges for your use of special services, such as the beauty/barber shop and the convenience store/gift shop.

3. Emergency and Temporary Illnesses.

(a) Emergencies. The Health Center Staff and/or Safety Staff employed by Well•Spring shall be available to you for emergencies.

(b) Temporary Illnesses. For temporary illness, care will be available in the Health Center under the direction of Well•Spring's Medical Director. Well•Spring operates a licensed home care agency which is available to you for temporary illnesses. You shall pay for any home health care you may require to the extent it is not covered by your insurance or by government programs. Well•Spring's Health Center is available on a temporary basis in accordance with Section V, paragraph 3.

4. Exclusions.

The health and medical care for which you are responsible for payment includes, but is not limited to:

- charges of any physician, podiatrist, nurse practitioner, therapist, or other health care provider;
- rehabilitative and therapeutic services;
- laboratory, X-ray, and other diagnostic services;
- home health care and hospice;
- prescription drugs and supplies or equipment;
- vision, hearing, and dental care, including all supplies, equipment, and appliances;
- orthopedic appliances;
- mental health services
- hospital charges;
- ambulatory surgical services;
- ambulance services;
- all other services for which you otherwise expressly agreed to pay under the terms of this Agreement.

5. Food and Meals.

(a) Dining Room Service. Three (3) meals will be served in the dining room on Monday through Saturday; and brunch will be served on Sunday. Your Monthly Service Fee will include a meal plan, which you may choose in accordance with Well•Spring dining service procedures. You may purchase additional meals or additional dining services separately. Any unused meals or unused account balance for any meal cycle period

shall be forfeited and shall not be applied as a credit against meal charges for any other period. Well·Spring will periodically publish a schedule of meal rates (“meal rates”) to establish the cost of additional meals or additional dining services. When you give Well·Spring advance notice that you are going to be away from Well·Spring for more than seven (7) consecutive nights, you will be credited for the missed meals, according to a schedule periodically published by Well·Spring (the “Food Credit”).

(b) Meals in Living Units. When authorized by Well·Spring, meal delivery shall be provided to you in your Living Unit. Well·Spring may make additional charges for meals delivered to Living Units.

(c) Dietary Service. When authorized by Well·Spring’s medical and dietary personnel, meals accommodating special diets may be provided. Well·Spring may make additional charges for special diets.

(d) Dining Room Service for Guests. Dining room service shall be available for your guests. You may purchase guest meals at any time or use your meal plan for guest meals during your meal cycle period. This arrangement may be altered for special events and holidays, and it is subject to reasonable prior notice and availability.

6. Furnishings.

Well·Spring shall furnish your Living Unit with wall-to-wall carpeting, vinyl, sink, stove, garbage disposal, window blinds, washing machine and dryer, refrigerator with freezer, dishwasher, emergency call system, daily courtesy check-in system, bathroom with grab bars in the tub and/or shower, individual thermostatic control for heating and air-conditioning, cable television outlets, telephone outlets, and smoke alarm. All other furnishings shall be provided by you.

7. Grounds.

Well·Spring shall furnish basic grounds-keeping care, including lawn service. You, at your own expense, may plant and maintain areas designated by Well·Spring, subject to the prior approval of Well·Spring.

8. Guests.

You shall be free to invite guests to your Living Unit for daily and overnight visits. Guest rooms may be available from time to time at a reasonable rate for overnight stays by your guests. Well·Spring reserves the right to make rules regarding visits and guest behavior and may limit or terminate a visit at any time for reasons it deems appropriate. Two (2) weeks is

the maximum continuous stay for guests unless prior approval from the Executive Director is obtained. Except for short-term guests, no person other than you or a Co-Resident (as described below), if any, may reside in the Living Unit without the prior approval of Well·Spring.

9. Health Center and Resident Clinic.

Well·Spring shall provide the following health care services and facilities:

- (a) Health Center. In its Health Center ("Health Center"), Well·Spring shall provide (i) licensed nursing care and (ii) licensed adult care. When a determination is made by your physician and approved by Well·Spring's Medical Director (as defined below) that you need licensed nursing care or licensed adult care, Well·Spring shall provide such care in the Health Center or arrange for your transfer to another facility.
- (b) Non-Residents. If Non-Resident patients are admitted to the Health Center from the outside community, they shall be admitted under the condition that they may be discharged in order to make a bed available for a Resident, if needed.
- (c) Transfer to Another Facility. In the rare event that space for a Resident is for some reason not available in the Health Center, Well·Spring shall arrange and pay for your temporary care in another facility that can provide you the same care that would otherwise have been provided by Well·Spring until space in the Health Center becomes available. You will continue to pay Well·Spring the Monthly Fee. Well·Spring will pay the difference between your payments and the cost of the other facility.
- (d) Resident Clinic. Well·Spring shall provide a Resident Clinic ("Clinic") on the premises where Residents may be seen and treated as outpatients. Arrangements shall be made for one (1) or more physicians, selected by Well·Spring ("Clinic Physicians"), to keep scheduled office hours at the Clinic. There is no charge for the service of the Well·Spring nurse in the Frank Reid Brown Clinic or the satellite clinic. There is a nominal charge for procedures that are routinely done, such as blood sugar testing. The cost of care related supplies used shall be charged to you. You shall pay for office visits with Clinic Physicians or other Clinic health professionals including nurse practitioners and other non-physician providers. There is no obligation to use the Clinic or the Clinic Physicians. You remain free to engage, at your expense, the services of any physician or other health care provider of your choice.

10. Hospital Coverage and Transfer Agreements.

Well·Spring is not obligated to pay any charges for hospitalization or costs related thereto. In the event it becomes necessary for you to be transferred to a hospital, Well·Spring shall provide any information available to meet the provisions of any hospital transfer agreement, and you agree that Well·Spring has the right to provide such information, which may include part or all of your medical records, in accordance with applicable privacy and confidentiality laws.

Well·Spring is not designed or staffed to care for persons afflicted with certain diseases, including, but not limited to, psychosis, substance abuse and addiction, or a contagious disease. If you require care for a disease or condition which Well·Spring in consultation with your physician determines is a potential danger to the health and welfare of yourself, other residents or staff, you agree that Well·Spring has the authority, after the consultations described in the transfer provisions of this Agreement have occurred, to transfer you elsewhere for hospitalization or nursing care as may be deemed necessary by the Medical Director, whether or not the condition is deemed to be temporary in nature. If the transfer is deemed permanent by the Medical Director, your Living Unit may be released and refunds shall be made in accordance with the termination provisions of this Agreement and the provisions describing any Co-Resident's rights and responsibilities, if applicable. Well·Spring shall not pay for treatment for medical or other conditions that cannot be treated by Well·Spring.

11. Housekeeping.

Well·Spring shall provide certain housekeeping services in your Living Unit on a weekly basis. Time allotted shall be determined by the type of Living Unit in accordance with a schedule published periodically by Well·Spring. These housekeeping services include vacuuming, floor maintenance, necessary cleaning of bathroom and kitchen, dusting, and other such tasks Well·Spring deems necessary under the circumstances. Additional housekeeping services may be made available at your expense.

12. Illness or Injury Away from Well·Spring.

If you become ill or are injured or develop a condition while you are away from Well·Spring which requires medical attention or treatment away from Well·Spring, all charges for any offsite medical attention or treatment for you shall be your personal responsibility. Upon your return to Well·Spring, Well·Spring shall resume providing all services to which you are entitled under this Agreement. For purposes of this paragraph, you

shall be considered to be away from Well·Spring if your illness or injury or condition occurs when you are not on the grounds of Well·Spring.

13. Mail.

Well·Spring shall provide a mailbox for each Living Unit.

14. Maintenance and Repair.

Well·Spring shall perform all necessary repairs, maintenance, and replacement of its property and equipment. Necessary repairs, maintenance and replacement of your personal property shall be your responsibility.

15. Medical Director.

Well·Spring shall retain the services of a qualified physician ("Medical Director") to be responsible for the quality of all medical services and medically related activities provided by Well·Spring.

16. Meetings with Residents.

At least quarterly, Well·Spring shall hold meetings with the residents of Well·Spring for the purpose of free discussion of subjects of interest. Reasonable advance notice of each meeting shall be given. Upon request of the Residents' Association, a member of the Board of Trustees shall attend such meetings. An agenda and any materials that are distributed at the meeting shall be available for review upon request.

17. Parking.

One (1) parking space shall be provided per Living Unit. Parking places shall be assigned by Well·Spring based upon established policy. Parking spaces shall be provided only if you maintain a vehicle.

18. Private Caregivers and Personal Aides.

You shall pay for all expenses (including meals if desired) of private caregivers and personal aides whom you employ, and all of these individuals shall be subject to all rules and regulations in effect at the Well·Spring Community. No private caregivers or personal aides may be employed without prior notice to Well·Spring, and at all times they are subject to Well·Spring Private Caregiver Policy.

19. Programs.

Well·Spring shall provide programs of social, educational, and recreational activities. Religious services shall be provided on a regular basis.

20. Real Estate Taxes.

Well·Spring shall be responsible for the payment of all real estate taxes, if any, assessed upon its property comprising the Well·Spring Community.

21. Rehabilitation Therapies and Specialists.

You or your medical insurance shall pay for all diagnostic, therapeutic, and rehabilitative services. Well·Spring may make arrangements for the services of a physical therapist, occupational therapist, speech therapist, or other health professionals such as podiatrist, dentist, and audiologist on the premises by appointment, but you are free to engage the services of any health professional of your choice at his or her office or elsewhere off the premises.

22. Rights of Subrogation.

Should you be injured by a third party and should such injury require Well·Spring to provide health care services for you under this Agreement, Well·Spring shall be subrogated, to the extent allowed by North Carolina law, to your rights against such other third party to the extent necessary to reimburse Well·Spring for the costs incurred in providing health care services for you under this Agreement.

To the extent allowed by North Carolina law, this right of subrogation authorizes Well·Spring to institute legal action in your name, provided, however, that such action shall not cause or result in a compromise, waiver or release of any causes of action that you may have against such third party for such injuries.

23. Security.

Well·Spring shall use reasonable care in providing security on the premises for you and your property. Well·Spring shall not be responsible for loss or damage to your personal property.

24. Storage.

Storage space for your use shall be allocated to your Living Unit.

25. Transportation.

Well•Spring shall provide regularly scheduled local transportation. Additional special transportation for personal or group trips shall be available at additional cost.

26. Utilities.

Well•Spring shall provide utilities to your Living Unit such as water, sewer, heating, electricity, and air-conditioning. Well•Spring shall not be responsible for any periods of service disruption regarding these utilities. Well•Spring shall provide basic cable television service to your Living Unit. You may purchase the premium cable television channels that may be available at the Well•Spring Community at monthly rates established by the local cable provider. You shall install and maintain telephone service (land line or cellular) in your Living Unit and you shall pay the cost of telephone service, installation, maintenance, and use.

The Well•Spring campus has a wireless internet network available for resident use. Additionally, you may install and maintain cable internet access and high-speed wireless internet access in your Living Unit. You shall pay the cost of additional internet service, installation, maintenance, and use.

III. YOUR RIGHTS AND RESPONSIBILITIES AS A RESIDENT

1. Commencing Occupancy.

You agree to pay the balance of your Entrance Fee and to commence occupancy of your Living Unit on the Occupancy Date set forth in the attached Exhibit A (the "Occupancy Date"). If Well•Spring is unable to make the Living Unit available to you on the Occupancy Date, a revised Occupancy Date shall be established by written mutual agreement. If you fail to occupy the Living Unit on the Occupancy Date, you shall nevertheless become obligated on that date to pay the balance of your Entrance Fee and to begin and continue paying the Monthly Fee applicable to your Living Unit less the published Food Credit, unless this Agreement is terminated in accordance with Section VI below.

In the event that Well•Spring determines prior to or on the Occupancy Date that you cannot occupy the Living Unit selected by you because of a change in your health status, you agree to commence occupancy on the Occupancy Date in the Health Center in an accommodation suitable to your needs. Well•Spring agrees to consult with you and your physician, or with anyone else you designate as a primary contact, prior to making a determination that you are unable to occupy your Living Unit for health reasons. If you are admitted directly into the Health Center because of a change in your health status prior to your Occupancy Date, the Living Unit you selected shall be released and made available to a

new Resident unless you were a Co-Resident, in which case, your Co-Resident shall be entitled to occupy the Living Unit as provided below. Should Well·Spring later determine that you have become able to occupy your Living Unit and to live independently, then (i) if your Co-Resident occupies your Living Unit, you may return to that Living Unit with your Co-Resident; or (ii) if your Living Unit was released, you shall be entitled to return to that Living Unit if it is available; or (iii) you may select another available Living Unit of the type described in Exhibit A. If neither your Living Unit nor a Living Unit of the type described in Exhibit A is available, Well·Spring, in its discretion, shall offer you a Living Unit of another type, until a Living Unit of the type described in Exhibit A becomes available. Unless you and Well·Spring agree otherwise, you shall relocate to a Living Unit of the type you originally selected in Exhibit A, upon the availability of such Living Unit. No refund of any portion of the Entrance Fee shall be due as a result of your transfer from the Health Center to a Living Unit or your occupancy of a Living Unit other than the type described in Exhibit A.

If, after the consultations described above, Well·Spring determines that you require care that cannot be provided at Well·Spring due to changes in your health status, Well·Spring shall have the right to terminate this Agreement (or in the case of Co-Residents, to terminate this Agreement with respect to the Resident whose health status has changed), and any refund of your Entrance Fee shall be made in accordance with the provisions of Section VI and Section VII below if applicable.

2. Financial Statements.

If Well·Spring has reason to believe that your affairs are not being managed in accordance with paragraph 13 below, you agree to provide Well·Spring with financial statements, including copies of your federal, state, and gift tax returns or other financially related information.

3. Furnishings.

You shall be responsible for furnishing your Living Unit. All furniture and electrical and other appliances provided by you shall be subject to Well·Spring's approval in order to keep the Living Units safe and sanitary.

4. Health Information

You agree to provide any and all health information as requested by Well·Spring. Said information may include, but shall not be limited to: (a) medical history; (b) report of current physical examination and current physician's orders, including diet, treatment, and current medications; and (c) a physician's statement that you are free from a communicable disease within thirty (30) days prior to admission. If you are suffering from a communicable disease,

you will provide a physician's certificate that the disease is not in a transferable stage. Any health information requested by Well·Spring shall be kept confidential and will only be used to determine a resident's fitness to remain in your Living Unit.

5. Housekeeping.

You agree to maintain your Living Unit in a clean, safe, and orderly condition, in conformance with all applicable health regulations, and to perform all usual housekeeping not provided by Well·Spring. You shall notify Well·Spring immediately in the event of any damage to your Living Unit, any water leakage, or any other necessary repairs or maintenance. Maintenance or repairs required as a result of damage caused by you or your guests, as opposed to normal wear and tear, is not included in the Monthly Occupancy Fee and will be billed to you.

6. Indemnification.

You shall indemnify, defend, and hold Well·Spring and its members, directors, trustees, officers, agents, and employees harmless from and against any and all claims, causes of action, damages, costs, and expenses, including, without limitation, attorneys' fees and expenses and court costs resulting from any injury or death to persons or any damage to property caused by, resulting from, attributable to, or in any way connected with your negligent or intentional acts or omissions. (You may wish to obtain insurance at your own expense to cover this obligation.)

7. Linens.

You shall provide your own bed and bath linens.

8. Medicare and Supplemental Insurance Requirements.

You shall enroll in and maintain Medicare (Part A and Part B) coverage (or equivalent insurance coverage acceptable to Well·Spring if you do not qualify for Medicare coverage), and you shall furnish Well·Spring with evidence of such coverage upon request. You shall also enroll in and maintain participation in any governmental program or entitlement for which you qualify that provides medical or nursing care or financial assistance for medical or nursing care. You shall also provide Well·Spring with evidence of such participation upon request.

You shall secure and maintain a supplemental insurance policy (such as Medicare supplemental insurance) approved by Well·Spring to pay for charges for care not covered by Medicare (or by equivalent coverage required by the preceding paragraph, if applicable) or by other governmental programs or entitlements. You shall not be required to provide such

supplemental insurance if you show evidence satisfactory to Well·Spring that you are able to personally pay for such charges. This supplemental insurance coverage is not provided by Well·Spring.

If at any time you become eligible for payments for health services from governmental agencies, you agree to make prompt application for such payments. Well·Spring shall not pay for any nursing or medical care or related supplies that are covered by Medicare, any governmental programs or entitlements, or by supplemental insurance which you are obligated to maintain or participate in under this Agreement. You agree that upon receiving third-party reimbursement, you shall repay Well·Spring for any third-party reimbursable costs which Well·Spring incurred or paid on your behalf while your reimbursement approval was pending.

If any care provided to you by Well·Spring is covered by insurance or some other kind of third-party payor coverage, you shall nevertheless be primarily responsible for all payments due Well·Spring pursuant to this Agreement regardless of such third-party benefits. Well·Spring shall assist you by providing information in our possession you may need in applying for health services or benefits under any programs for which you might qualify. In addition, Well·Spring shall provide you information you may need in filing claims for payment of services provided by Well·Spring. Upon request, you agree to execute benefit assignments to Well·Spring.

9. Non-Transferable.

Your rights under this Agreement to the Living Unit, facilities, or services provided for herein are personal to you, and these rights cannot be transferred or assigned by you to any other person or entity.

10. Pets.

Pets or animals of any kind shall be allowed on the premises only in strict compliance with Well·Spring's written policies and with the prior written consent of Well·Spring. Well·Spring retains the right to modify its pet policies at any time as it deems necessary to assure the safety and comfort of all Residents.

11. Policies, Rules and Regulations.

You agree to abide by the policies, rules, and regulations of Well·Spring including such changes as may be adopted from time to time. These policies shall be set forth in a Resident Handbook and shall be made available to you by the management of Well·Spring.

12. Power of Attorney.

You agree to execute and maintain in effect a limited Durable Power of Attorney as provided in Chapter 32A, Article 2 of the General Statutes of North Carolina (or similar laws subsequently enacted). This Power of Attorney shall designate as your attorney-in-fact a bank, a lawyer, a relative, or some other responsible person or persons of your choice, to act for you in managing your financial affairs and filing for your insurance or other benefits as fully and completely as you could if acting personally. It shall be in a form which survives your incapacity or disability and it shall otherwise be satisfactory to Well·Spring. You shall deliver a fully executed copy of this Durable Power of Attorney to Well·Spring prior to the Occupancy Date and you must notify Well·Spring in writing of any subsequent changes to your Power of Attorney, including the appointment of a new legal representative. If you revoke your Power of Attorney and do not name a new personal representative, or if your personal representative dies, becomes incapacitated, or cannot be located after a reasonable search, then you agree that Well·Spring will be your Attorney-in-Fact, coupled with an interest, for the sole purpose of giving Well·Spring the authority to nominate a legal guardian for you, to serve when approved by a court as provided by law.

13. Preservation of Your Assets.

You agree to manage your financial resources so as not to threaten or impair your ability or the ability of your estate to satisfy your financial obligations as set forth in this Agreement. At the request of Well·Spring, you agree to make arrangements for the preservation and management of your financial resources by a third-party (or parties), including, but not limited to, the execution and funding of a trust agreement for your benefit whenever, in the sole judgment of Well·Spring, it appears that your continued management of your financial affairs may make you unable to meet your financial obligations to Well·Spring.

Well·Spring shall have no obligation to see to the proper management of your financial affairs, and you shall be solely responsible for the proper management or arranging for the proper management of your financial affairs.

14. Protection of Personal Property.

Well·Spring shall not be responsible for the loss of any personal property belonging to you due to theft, fire, or any other cause, unless such property is specifically entrusted in writing to Well·Spring's care and control, and then only for gross negligence in failing to safeguard and account for such property. (You may wish to obtain insurance at your own expense to protect against such losses.)

15. Real Property.

Your rights and privileges, as granted herein, do not include any right, title, or interest whether legal, equitable, beneficial, or otherwise, in or to any part of the real property, including land, buildings, and improvements owned or operated by Well·Spring.

16. Relationships between Residents and Staff Members.

Employees of Well·Spring are supervised solely by Well·Spring's management staff, and not by residents. Employees and their families may not accept gratuities, bequests, or payment of any kind from residents. Any complaints about employees or requests for special assistance must be made to the appropriate supervisor or to the Executive Director or his/her designee. You acknowledge and agree that you or your family will not hire Well·Spring employees or solicit such employees to resign their employment at Well·Spring in order to work for you or your family. You also acknowledge and agree that, unless consented to by Well·Spring, you will not hire any former Well·Spring employee until three (3) months has elapsed from the date of termination of the person's employment at Well·Spring.

17. Representations Made by You in Connection with Application for Residency.

Your application forms, including the statements of your finances and health history, which you filed with Well·Spring as part of the residency application process described in the Reservation Agreement, are incorporated into this Agreement by reference and all statements therein are deemed to be true as of the date made. You represent and warrant that you have disclosed to Well·Spring all material changes in this information occurring since the date of your application. Any material misstatement, or any material omission to state a fact called for, shall entitle Well·Spring to terminate this Agreement under Section VI, paragraph 5. By executing this Agreement, you represent and warrant that your sources of income are adequate to meet your financial responsibilities to Well·Spring and to pay all of your personal and incidental expenses. You represent and warrant that you have not made any gift or transfer for less than fair value of real or personal property in contemplation of the execution of this Agreement. You also agree that no such gift or transfer for less than fair value will be made subsequent to the execution of this Agreement that would impair your ability to satisfy your financial obligations under this Agreement. If you are unable to meet such financial obligations, you agree to make every reasonable effort to obtain assistance through or by means of your family or otherwise except as acknowledged in writing by Well·Spring.

18. Residents' Association.

Residents shall have the right to organize and operate a Residents' Association at the Well·Spring Community, and they shall have the right to meet privately to conduct business

as an association. The officers of the Residents' Association shall serve as liaison between the residents and Well • Spring.

19. Resident Physician.

You shall designate and provide Well • Spring with the name of your attending physician. Well • Spring shall not be responsible for the professional medical services provided by your attending physician.

20. Responsibility for Damages.

You shall be responsible for any costs incurred in replacing, maintaining, or repairing any loss or damage to the real or personal property of Well • Spring caused by the negligence or willful misconduct of you, your guests, agents, employees, or pets. (You may wish to obtain insurance at your own expense to cover this obligation.)

21. Right of Entry.

You shall permit authorized employees of Well • Spring to enter your Living Unit at all reasonable times for inspection, housekeeping, and maintenance, and at any time in case of emergencies. Well • Spring recognizes your right to privacy, and it shall limit entry to your Living Unit to emergencies and as described above.

22. Rights of Residents.

Your rights as a Resident under this Agreement are those rights and privileges expressly granted to you by this Agreement or by North Carolina law.

23. Structural Changes.

Any structural or physical change of any kind within or about your Living Unit shall require Well • Spring prior written approval and thereafter may be subject to its supervision. The cost of any changes you request, and the cost of restoring the Living Unit to its original condition upon the termination of this Agreement, if deemed necessary by Well • Spring, shall be your personal obligation. All built-in changes shall immediately become and remain the property of Well • Spring. You agree to permit access by Well • Spring to your Living Unit in order to make any structural or mechanical changes that may be required to comply with local building codes or otherwise needed in connection with any construction or improvement projects at Well • Spring.

24. Subordination of Rights.

Notwithstanding anything to the contrary, your rights, privileges, or benefits arising under this Agreement shall be subordinate and inferior to all mortgages, security interests, deeds of

trust, and leasehold interests granted to secure any loans or advances made to Well·Spring, its related entities, or its successors, now outstanding or made in the future, in the real property and improvements constituting the Well·Spring Community, and also subordinate and inferior to all amendments, modifications, replacements, refundings or refinancings thereof. You agree that, at the request of Well·Spring, you shall execute and deliver any and all documents which are deemed by Well·Spring to be necessary or required to effect or evidence such subordination.

25. Taxes on Personal Property.

You shall pay all taxes assessed regarding your personal property.

26. Will and Funeral Arrangements.

If you have not already done so, you agree to make a will providing for disposal of your personal property, the appointment of an executor of your estate, and funeral and burial arrangements, within sixty (60) days after the date of this Agreement. You agree to provide Well·Spring with written verification from your attorney or from another independent source that these arrangements have been made within sixty (60) days of the date of this Agreement. You acknowledge that while Well·Spring shall not be responsible for making arrangements relating to disposal of personal property and funeral and burial arrangements, if Well·Spring must do so, you agree that Well·Spring shall be reimbursed by your estate for all such expenses.

IV. FEES

I. Statement of Fees.

You shall pay the total Entrance Fee and the Monthly Fees set forth in attached Exhibit A, which represent payment for the services to be provided by Well·Spring under this Agreement. If you are a Co-Resident as defined in Section VII, paragraph 1 below, the total Entrance Fee for Co-Residents shown on Exhibit A is the total Entrance Fee applicable to your Living Unit, and you and your Co-Resident are jointly and severally liable for its payment. If you are a Co-Resident, the Co-Resident's Monthly Fee shown on Exhibit A is the total Monthly Fee applicable to your Living Unit, and you and your Co-Resident are jointly and severally liable for its payment.

Any Reservation Fee (as defined in the Reservation Agreement) and other Entrance Fee payments to Well·Spring shall be credited to reduce the Entrance Fee balance due. The total Entrance Fee shall be due and payable on or before the date your Living Unit is physically occupied or the recorded Occupancy Date, whichever comes first. After your Occupancy Date, earnings on the Entrance Fee will become the property of Well·Spring and will not be refunded.

2. Monthly Fees for Occupancy of Living Unit.

You agree to pay Well·Spring the Monthly Fee in advance by the 15th day of each calendar month beginning with the Occupancy Date of your Living Unit. This fee shall be prorated for any applicable period of less than one month. Unless expressly stated in this Agreement, fees shall not be waived, suspended, or reduced. The Monthly Fee may be adjusted periodically by Well·Spring at its sole discretion upon at least sixty (60) days' advance written notice to you. If this Agreement is terminated, Monthly Fees prepaid for periods after the termination date shall be refunded to you, provided that Well·Spring shall not be obligated to refund more than one (1) month's Monthly Fee and provided further that Well·Spring shall be entitled to set off against any refund any amounts that you may owe to it.

Well·Spring shall endeavor to maintain the Monthly Fee at the lowest feasible rate consistent with sound financial practice and maintenance of the quality of services including health care services to be provided by Well·Spring. When Well·Spring does adjust those fees, you shall pay the adjusted fee. You agree that you shall have no right to offset or withhold payment for the Monthly Fee or any other amounts you owe Well·Spring under this Agreement for any reason.

You agree to pay the Monthly Fee applicable to your Living Unit so long as you are residing in your Living Unit or in the Health Center.

In the Health Center, you will be served three (3) meals each day and agree to pay such additional charges as may be due thereby. You will be invoiced monthly for any services and supplies provided for you that Well·Spring is not obligated to provide without additional charge, and such invoices shall be due and payable by the 15th day of each calendar month.

3. Late Payments.

You agree to pay Well·Spring interest on any Monthly Fees or any other amounts you owe Well·Spring which are not paid within fifteen (15) days of becoming due at an annual rate of interest equal to the prime rate established by BB&T (or such other bank as Well·Spring shall designate from time to time) plus two percent (2%) until any such amounts are paid in full, provided, however, that the interest rate shall not exceed the maximum interest rate permitted under North Carolina law.

4. Reduction in Income.

If your funds become substantially reduced or depleted and your income reduced to the extent that you are eligible to receive public or other benefits and entitlements including, but not limited to, Social Security Supplemental Income and Medicaid, you agree to obtain and

maintain all such benefits and entitlements. Failure to do so may result in the termination of this Agreement by Well·Spring.

5. Subsidy Assistance.

It is Well·Spring's desire that this Agreement shall not be terminated solely because of your financial inability to continue to pay the Monthly Fee or other charges payable under the terms of this Agreement by reason or circumstances beyond your control, provided, however, that this policy shall not be construed to qualify or limit Well·Spring's right to terminate this Agreement in accordance with its terms under Section VI, paragraph 5. If you present facts which in the opinion of Well·Spring justify special financial consideration, Well·Spring shall give careful consideration to subsidizing in whole or in part the Monthly Fee and other charges payable by you under the terms of this Agreement so long as such subsidy can be made without impairing the ability of Well·Spring to attain its objectives while operating on a sound financial basis. Any determination by Well·Spring with regard to the granting of financial assistance shall be within the sole discretion of Well·Spring, and any decision to provide such financial assistance shall continue in effect only so long as Well·Spring, in its sole discretion, determines that it can continue to attain its objectives while operating on a sound financial basis. No Resident shall have any expectation of receiving, or continuing to receive, subsidy assistance by Well·Spring.

As a means of providing financial assistance to Residents, Well·Spring has established an endowment fund known as the Benevolence Fund. Income from the Benevolence Fund may be used to provide financial assistance in accordance with the subsidy policy described above.

In the event that Well·Spring continues to provide the services to you under the terms of this Agreement despite your financial inability to continue to pay the Monthly Fee or other charges payable under the terms of this Agreement, Well·Spring shall be entitled to require you to move to a smaller or less costly accommodation.

V. TRANSFER FROM YOUR LIVING UNIT OR THE HEALTH CENTER

There may come a time when you, or if Co-Residents, one of you, must move from your Living Unit to the Health Center or to another facility which provides services not available at Well·Spring. Well·Spring is aware that this is a critical transition and shall adhere to the following procedures regarding any such transfer.

1. Consultations.

Except in case of emergency, Well·Spring shall not transfer you from your Living Unit or from the Health Center for health-related or other reasons until it has consulted with you

and your physician, or with anyone else you designate as a primary contact. In the case of an emergency transfer, the consultations described above shall be scheduled by Well·Spring within five (5) days after transfer.

2. Consents.

When Well·Spring determines it to be appropriate, after the consultations provided for in the preceding paragraph have occurred, to transfer you from your Living Unit to the Health Center or to a suitable public or private facility for hospitalization, health care, or other health-related services, Well·Spring shall have the right and authority to transfer you without having to obtain your further consent.

In the event that Well·Spring determines that your continued occupancy of your Living Unit constitutes a danger to other residents or to yourself, or is detrimental to the peace or health of other residents, Well·Spring shall have the right and authority to transfer you to another Living Unit, to the Health Center, or to a suitable public or private facility without having to obtain your further consent.

3. Temporary Transfer.

When Well·Spring is persuaded that the condition which requires your transfer has the potential to be resolved in a manner which may allow you to return to your Living Unit, the unit will be held for your return in accordance with the provisions of this paragraph. The return to your Living Unit is subject to the approval of Well·Spring. You agree to pay the Monthly Fee applicable to your Living Unit during any temporary absence. During the first thirty (30) days (whether or not consecutive) of Health Center occupancy without a break of at least thirty (30) days, your Living Unit shall be held and reserved for you in the event you no longer need the services of the Health Center, at no extra cost. In the event you continue occupancy in the Health Center beyond thirty (30) days and wish to continue to reserve your Living Unit, Well·Spring may require you to pay a monthly Holding Fee in accordance with Well·Spring's Living Unit Holding Policy in effect at such time. Well·Spring's Living Unit Holding Policy may delay imposing the Holding Fee later than thirty (30) days, but in no circumstance will it begin earlier than the thirty (30) days stated above. The days you occupy the Health Center shall be counted, whether or not consecutive. After you have reoccupied your Living Unit for a period of thirty (30) consecutive days, your prior days of occupancy in the Health Center shall not be counted. You may not hold the Living Unit for more than ninety (90) days beyond the initial thirty (30) days of Health Center occupancy without the approval of Well·Spring. If you choose to surrender the Living Unit, and your physician and Well·Spring's Medical Director shall subsequently determine that you can resume occupancy

in a Living Unit, you will receive a top priority for assignment to a comparable Living Unit as soon as such a unit becomes available.

4. Permanent Transfer.

When Well·Spring determines that the condition which required your transfer is not temporary in nature; your Living Unit shall be released and made available to a new resident except in the case of the permanent transfer of one Co-Resident, in which case the other Co-Resident shall be entitled to remain in the Living Unit in accordance with the provisions of Section VII, paragraph 4 below. Any decision by Well·Spring relating to your transfer or the release of your Living Unit may be appealed to Well·Spring's Board of Trustees or to a duly designated committee thereof, whose decision shall be final and binding upon all parties.

VI. TERMINATION OF AGREEMENT

This Agreement may be terminated in accordance with this Article VI. The effective date of termination of this Agreement, as established in the provisions below, is referred to hereinafter as the "Termination Date."

1. Termination During 30 Day Opt-Out ("Rescission") Period.

You may terminate this Agreement by giving written notice thereof to Well·Spring within thirty (30) days following the later of (i) the Effective Date of this Agreement (as defined in Section VIII, paragraph 4) or (ii) the receipt of a Disclosure Statement that meets the requirement of the laws of the State of North Carolina. You do not have to move in before the expiration of the 30-day rescission period. If you terminate this Agreement within this thirty (30) days period prior to your occupancy of your Living Unit and payment of the Entrance Fee, Well·Spring will refund your Reservation Fee, less two percent (2%) of the total Entrance Fee which is non-refundable.

2. Termination by You When Death, Illness, Injury, or Incapacity Prevents Occupancy.

If, at any time prior to occupancy, including the thirty (30) day rescission period described above, you are not able to commence occupancy of your Living Unit or an accommodation in the Health Center due to death, illness, injury, or incapacity, you or your personal representative shall give written notice thereof to Well·Spring together with information to validate your claim. If your claim is accepted by Well·Spring, this Agreement shall terminate, and the Termination Date shall be the date of the notice, and you or your legal representative shall receive a refund your Reservation Fee less any fees charged by Well·Spring to you or your legal representative within five (5) business days after it accepts your claim.

3. Voluntary Termination by You.

If you wish to voluntarily terminate this Agreement, you must provide written notice to Well·Spring at least thirty (30) days prior to your desired termination date. If you terminate this Agreement for any reason other than described in paragraphs 1 and 2 of this Article VI before you commence occupancy of your Living Unit and before you pay the Entrance Fee, Well·Spring will refund your Reservation Fee less two percent (2%) of the total Entrance Fee which is non-refundable. If you terminate this Agreement for any reason other than described in paragraphs 1 and 2 of this Article VI after you commence occupancy of your Living Unit, you will receive a refund of the Entrance Fee to which you are entitled based on the Refund Option you selected. The Termination Date shall be thirty (30) days after the date Well·Spring receives your notice of termination or a date greater than 30 days as specified by you. Well·Spring reserves the right in its discretion to delay payment of any refund pursuant to this Section 3 until the earlier of (i) the date Well·Spring receives payment of an Entrance Fee from a successor resident of your Living Unit or (ii) two (2) years from the Termination Date.

4. Failure to Meet Admission Criteria

If Well·Spring determines that you do not meet its admission criteria prior to your occupancy of the Living Unit, this Agreement shall terminate, and Well·Spring will refund your Reservation Fee less any fees charged by Well·Spring within five (5) business days after its determination.

5. Termination by Well·Spring.

Notwithstanding anything to the contrary contained herein, Well·Spring will have the right to terminate this Agreement for any cause which, in its judgment and sole discretion, shall be good and sufficient. Good and sufficient cause will include, without limitation, the following:

- Failure to perform your obligations under this Agreement, including, but not limited to the obligation to pay the Monthly Fees and other charges, within fifteen (15) days after they are due to be performed or paid.
- Failure to abide by the rules and regulations of Well·Spring Community, including such changes as may be adopted from time to time.
- Material misstatements or failure to state a material fact in your application, financial statement, and health history statement filed with Well·Spring or in your representations in this Agreement.
- Changes in your financial status prior to occupancy at Well·Spring Community that cause you to fail to meet Well·Spring's financial qualifications for admission.

- Dissipation or commitment of your financial resources in a voluntary and discretionary manner that impairs your ability to meet your financial obligations to Well•Spring.
- Permanent transfer to another public or private institution.
- You develop a medical condition or illness, such that you can no longer live independently and require assisted living or skilled nursing care, as determined by one or more physicians (hereafter the "Consulting Physician") selected by Well•Spring who will consult with your physician and you fail or refuse to leave and relinquish your Living Unit and be admitted to the Health Center within five (5) days after notice by Well•Spring.
- You give Well•Spring notice of your election to receive a refund of your Entrance Fee in accordance with Section VI, paragraph 9 below.

Well•Spring shall give you at least thirty (30) days' prior written notice of your Termination Date unless your continued occupancy presents a threat to the safety of others or to yourself, in which case Well•Spring shall have the right to reduce the prior notice period in its discretion and to make the termination immediately effective, if necessary. Well•Spring reserves the right in its discretion to delay payment of any refund due as a result of a termination under this paragraph 5 until Well•Spring receives payment of an Entrance Fee from a successor resident of your Living Unit.

6. Effect of Termination on Co-Residents.

In the case of Co-Residents, Well•Spring will have the right to terminate this Agreement only with respect to the Co-Resident to which the circumstances giving rise to termination apply, and this Agreement will remain in effect for the remaining Co-Resident. Notwithstanding any provision in this Agreement to the contrary, the rights and responsibilities of the Co-Residents with respect to any refund of Entrance Fees and payment of Monthly Fees will be determined in accordance with Section VII, paragraph 3.

7. Refund of Entrance Fee Conditioned on Payment of Resident's Obligations.

Notwithstanding any provision in this Agreement to the contrary, Well•Spring shall be entitled to withhold the refund of an Entrance Fee pursuant to Sections 3, 4, and 5 above until the Resident entitled to the refund pays Well•Spring all amounts owed to it, including but not limited to Monthly Fees and any reasonable expenses incurred in connection with the termination, including, but not limited to:

- Cost of any repairs or replacement of property assigned to your use.

- Painting or other refurbishment of your Living Unit in excess of that required by normal wear.
- The cumulative amount of any financial assistance or other subsidies provided to you by Well • Spring.

Well • Spring may also set off any amounts owed against any refund due and against any Monthly Fee that was prepaid for periods after the Termination Date.

8. Limitation of Remedies and Damages for Default by Well • Spring.

Until you notify us in writing of an alleged default and afford us a reasonable time in which to cure the alleged default, no default by Well • Spring in the performance of any of the obligations or promises herein agreed to by Well • Spring or imposed by law shall constitute a material breach of this Agreement, and you shall have no right to terminate the Agreement for any such breach or suspend your performance under this Agreement. Regardless of their duration, the defective condition of or failure to repair, maintain, or provide any area, fixture, or facility used in connection with social or recreational activities will not constitute a material breach of this Agreement, and you shall have no right to terminate this Agreement or suspend your performance under this Agreement.

9. Refunds Pursuant to a Refund Option.

In addition to the provisions for a refund of the Entrance Fee stated above, you shall have the rights to and shall be bound by the terms of the Refund Option selected by you on Exhibit A, and the provisions concerning Co-Residents' rights and responsibilities, if applicable. Your right to a refund under the Refund Option you selected will arise if any one of the following circumstances should occur:

- (a) You give Well • Spring notice of your election to receive a refund in which event this Agreement will terminate in accordance with Section VI, paragraphs 1, 2, and 3;
- (b) Well • Spring terminates this Agreement in accordance with Section VI, paragraph 4 or 5; or
- (c) This Agreement is terminated as a result of your death.

The amount of the refund, if any, to which you are entitled will be determined in accordance with the Refund Option selected by you. The Refund Options are as follows:

One year, Four Percent Per Month Declining Refund Option. If you have selected the One (1) Year, Four Percent (4%) Per Month Declining Refund Option, Well • Spring will refund to you or to your estate an amount equal to ninety percent (90%) of the Entrance Fee paid in the event that the Termination Date occurs within sixty (60) days after the Occupancy Date. If the

Termination Date occurs more than sixty (60) days after the Occupancy Date, Well • Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid less four percent (4%) of the total Entrance Fee for each calendar month between the end of the initial sixty (60) day period, and the Termination Date until the refund amount is equal to fifty percent (50%) of the Entrance Fee. In no event shall you be entitled to any refund if the Termination Date occurs more than twelve (12) months after the Occupancy Date. This option shall be referred to as the One (1) Year, Four Percent (4%) Per Month Declining Refund.

Ninety-Two Month, One Percent Per Month Declining Refund Option. If you have selected the One Percent (1%) Per Month Declining Refund Option, Well • Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid in the event that the Termination Date occurs within sixty (60) days after the Occupancy date. If the Termination Date occurs more than sixty (60) days after the Occupancy Date, Well • Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid less one percent (1%) of the total Entrance Fee for each calendar month between the end of the initial sixty (60) day period and the Termination Date. In no event shall you be entitled to any refund if the Termination Date occurs more than ninety-two (92) months after the Occupancy Date. This option shall be referred to as the Ninety-Two Month, One Percent (1%) Per Month Declining Refund.

Ninety Percent Refund Option. If you have selected the Ninety Percent (90%) Refund Option, Well • Spring will refund to you or your estate ninety percent (90%) of the Entrance Fee paid. This option will be referred to as the Ninety Percent (90%) Refund.

For purposes of computing Entrance Fee Refunds, a partial calendar month of more than fifteen (15) days shall be treated as a full calendar month and a partial calendar month of fifteen (15) or fewer days shall be ignored. The Effective Date and Termination Date shall be counted as full calendar days.

10. Removal of Property.

You agree to the removal of your property from the Living Unit and the Well • Spring Community within either a two (2)-week grace period if the Living Unit is in Independent Living or a one (1) week grace period if the Living Unit is in Health Care after the Termination Date. After the applicable grace period, you or your estate shall pay a daily rate based on the Monthly Fee applicable to your Living Unit less the published Food Credit. Additionally, Well • Spring may store such property at your or your estate's expense for up to sixty (60) days after which it may be disposed of by Well • Spring without liability.

VII. CO-RESIDENT'S RIGHTS AND RESPONSIBILITIES

1. Co-Residents.

Residents who occupy the same Living Unit and who execute a Residence and Care Agreement jointly are "Co-Residents". Your right to occupy the Living Unit shall be in common with your Co-Resident. Under the terms of this Agreement, married couples shall have rights and obligations identical to those of any other Co-Residents.

2. Joint Liability and Authority.

Each Co-Resident shall be jointly and severally liable for all payments which shall be due and all obligations which shall be performed by them under the terms of this Agreement. If you are a Co-Resident, you may exercise your rights under this Agreement only by joint consent and action with your Co-Resident, and no such exercise shall be effective unless done jointly by both Co-Residents.

3. Termination of Agreement with One Co-Resident.

In the event this Agreement terminates with respect to one (1) Co-Resident for any reason, the total Entrance Fee paid by Co-Residents shall be deemed to have been paid on behalf of the remaining Resident, whose Agreement shall remain in effect. Any refund of an Entrance Fee paid for Co-Residents shall be refunded for the benefit of the remaining resident or their estate upon termination of the Agreement with the remaining resident.

When this Agreement terminates with respect to one (1) Co-Resident, the remaining resident shall have the option for a period of thirty (30) days thereafter to elect:

- to remain in the same Living Unit and to pay the then current single resident Monthly Fee applicable to that unit; or
- to move to a different type of Living Unit, if and when available, in accordance with the terms set forth in Section VIII, paragraph 1, "Change of Living Unit."

4. Transfer of One Co-Resident to the Well • Spring Health Center.

When one (1) Co-Resident transfers permanently from their Living Unit to the Health Center, the Co-Residents shall continue to pay the Co-Resident Monthly Fee applicable to the Living Unit which they occupied at the time of transfer, subject to adjustment by Well • Spring in accordance with Section IV, paragraph 2, "Monthly Fees."

5. Addition of a Co-Resident or Marriage.

When a single resident occupies a Living Unit in which Well • Spring policy permits double occupancy, the resident can allow another person to share occupancy of the Living Unit, if in the sole judgment of Well • Spring, the new resident qualifies for acceptance. Before commencing occupancy, the new Co-Resident shall be required to sign and become a Co-

Resident under the Residence and Care Agreement then in effect for the Living Unit, which shall be amended to require: (i) payment of the Monthly Fee then applicable to Co-Residents of the Living Unit, and (ii) payment of the difference between the single resident and the then current Co-Resident Entrance Fee applicable to the Living Unit prior to the new Co-Resident's occupancy of the Living Unit. The effective date of the new Co-Resident's Residence and Care Agreement for purposes of determining any applicable refund of Entrance Fee will be retroactive to the date of the original single resident's original Residence and Care Agreement.

VIII. MISCELLANEOUS

1. Change of Living Unit.

Well•Spring may, in certain circumstances, approve your moving to a different Living Unit. At the time your request is approved, Well•Spring shall determine, in its discretion, the amount of any additional Monthly or Entrance Fee or any refund or credit which is appropriate to the new Living Unit.

2. Confidentiality.

Well•Spring has the responsibility to keep private and confidential all of the personal, medical, and financial information you have supplied to it. However, you agree that Well•Spring can provide such information, in accordance with applicable privacy and confidentiality laws, to those who, in its judgment, have a need or right to have or know this information (e.g., to provide information for transfer to a hospital).

3. Disclosure Statement.

You acknowledge that you have received a current copy of the Well•Spring Disclosure Statement.

4. Effective Date and Governing Laws.

This Agreement takes effect ("Effective Date") when you sign the Agreement. This Agreement, including its validity and the capacity of the parties to this Agreement, its form, interpretation of its language, and any questions concerning its performance and discharge, shall be governed by and construed in accordance with the laws of the State of North Carolina. You and Well•Spring agree to comply with the laws and regulations regarding licensed adult care and licensed nursing care in effect from time to time.

5. Full and Complete Agreement.

This Agreement shall take precedence over any representations previously made by Well•Spring representatives and over any descriptions of services in promotional materials or

presentations. This Agreement constitutes the entire contract between you and Well • Spring, and it supersedes all previous understandings and agreements between you and Well • Spring, including but not limited to, any Reservation Agreement for your Living Unit. No waiver or modification of this Agreement shall be valid and effective unless it is made in writing, signed by you and by Well • Spring and attached to this Agreement.

6. Interpretation.

Headings are for convenience and reference purposes only and shall not affect the interpretation of any provision of this Agreement. Should any provision herein, for any reason, be held invalid or unenforceable in any jurisdiction in which it is sought to be enforced, such invalidity and unenforceability shall not affect any other provision of this Agreement and any such invalid and unenforceable provisions shall be construed as if it were omitted. The remainder of this Agreement shall remain in full force and effect.

7. Management Authority.

Well • Spring retains all authority regarding acceptance of Residents, adjustment of fees, financial assistance, and all other aspects of the management of Well • Spring.

8. Notices.

Until you reside at Well • Spring and when required by the terms of this Agreement, notices will be given in writing and shall be given to Well • Spring or to you at the addresses set forth in Exhibit A, or at such address as Well • Spring and you shall specify in writing to each other. After you reside at Well • Spring, your address shall be your Living Unit unless you provide us with written notice of another address. Notices shall be given in writing by hand delivery or by a commercial courier that provides documentation of delivery.

9. Pronouns.

All references in this Agreement to masculine pronouns and adjectives shall also include the feminine and vice versa. References to "you" shall include your legal representative (i.e. attorney-in-fact or personal representative of your estate) as the context requires.

10. Statement of Nondiscrimination.

Race, color, gender, religious beliefs, sexual orientation, or national origin do not have any bearing upon your acceptance or rejection for admission, the execution of this Agreement, or the normal conduct of business by Well • Spring.

11. Successors and Assigns.

The duties owed Well•Spring under this Agreement shall inure to the benefit of its successors and assigns.

12. Waiver.

In the event that Well•Spring does not, in any one (1) or more instances, insist upon your strict performance, observance or compliance with any of the terms or provisions of this Agreement, or if it waives a breach by you of this Agreement, such action(s) by Well•Spring shall not be construed to be a waiver of its right to insist upon your strict compliance with that term or provision in the future or with all other terms and provisions of this Agreement.

Your signature below certifies that you have read, understand and accept this Agreement.

Signature - Resident

Date

Signature - Co-Resident

Date

Well•Spring, A Life Plan Community
(Authorized Representative)

Date

EXHIBIT A

OCCUPANCY: The Occupancy Date is: _____

FEE SCHEDULE: Entrance Fees and Monthly Fees are based on the type of Living Unit you occupy and the number of persons residing in the unit. The Living Unit you have selected and the applicable fees are stated below:

LIVING UNIT NUMBER: _____

UNIT TYPE: _____

ENTRANCE FEE FOR:

- Single Resident
- Co-Resident

TOTAL ENTRANCE FEE: \$ _____

CREDIT FOR PARTIAL PAYMENTS OF
THE ENTRANCE FEE RECEIVED: \$ _____

ENTRANCE FEE BALANCE DUE AND PAYABLE: \$ _____

MONTHLY FEE FOR:

- Single Resident
- Co-Resident

TOTAL MONTHLY FEE: \$ _____

REFUND OPTION SELECTED:

() One (1) Year, Four Percent (4%) Per Month Declining Refund

() One Percent (1%) Per Month Declining Refund

() Ninety Percent (90%) Refund

ADDRESSES FOR REQUIRED NOTICE:

To Well • Spring:

Well • Spring, A Life Plan Community

Attention: Executive Director

4100 Well Spring Drive

Greensboro, NC 27410

To You Prior to Occupancy:

Name: _____

Address: _____

City/State: _____

Zip Code: _____

To You Following Occupancy:

Name: _____

Address: _____

City/State: _____

Zip Code: _____

Your signature below certifies that you have read, understand and accept this Exhibit A.

Signature - Resident

Signature - Co-Resident

Date



MODIFIED LIFECARE
RESIDENCE AND CARE AGREEMENT

4100 Well Spring Drive, Greensboro, NC 27410
Phone (336) 545-5400/Fax (336) 545-5411
05/6/2019

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WELL•SPRING, A LIFE PLAN COMMUNITY

RESIDENCE AND CARE AGREEMENT (MODIFIED)

I. INTRODUCTION

This Residence and Care Agreement is entered into between **WELL•SPRING, A LIFE PLAN COMMUNITY**, a North Carolina non-profit corporation with its principal office in Greensboro, North Carolina (referred to as "Well•Spring"), and _____ (referred to as "you"). If two persons enter into this Agreement as Co-Residents (as defined below), the word "you" shall apply to both unless the context requires otherwise.

Well•Spring owns a retirement community in Greensboro, North Carolina known as "Well•Spring, A Life Plan Community" ("Well•Spring"). You desire to become a Resident (or Residents) of Well•Spring and to use and enjoy the facilities, programs and services provided by Well•Spring, and Well•Spring desires for you to become a Resident (or Residents) of Well•Spring in accordance with the terms and conditions of this Residence and Care Agreement (hereinafter referred to as this "Agreement"). This Agreement is divided into several parts in order to make it easier to read and to allow you to find the particular terms and conditions pertaining to each aspect of your residency.

NOW, THEREFORE, Well•Spring and you agree to the following:

II. RESIDENCY AND WELL•SPRING'S RESPONSIBILITIES TO YOU AS A RESIDENT

Well•Spring shall provide to you the following services and facilities upon your occupancy at Well•Spring. Unless otherwise specified, there shall be no additional charge made for any of these services and facilities other than payment of the Entrance Fee and Monthly Service Fees, each of which is hereinafter described.

1. Living Unit.

Well•Spring grants to you the right to occupy and use the independent living unit ("Living Unit") described in Exhibit A and selected by you, subject to the terms and provisions of this Agreement.

2. Common Facilities.

You may use, in common with other Residents, the common facilities of Well·Spring, including but not limited to the dining room, lounges, lobbies, libraries, social and recreation rooms, and designated outdoor activity areas. At times, advance reservations may be required for certain common facilities. There will be additional charges for your use of special services, such as the beauty/barber shop and the convenience store/gift shop.

3. Emergency and Temporary Illnesses.

(a) Emergencies. The Health Center Staff and/or Safety Staff employed by Well·Spring shall be available to you for emergencies.

(b) Temporary Illnesses. For temporary illness, care will be available in the Health Center under the direction of Well·Spring's Medical Director. Well·Spring operates a licensed home care agency which is available to you for temporary illnesses. You shall pay for any home health care you may require to the extent it is not covered by your insurance or by government programs. Well·Spring's Health Center is available on a temporary basis in accordance with Section V, paragraph 3.

4. Exclusions.

The health and medical care for which you are responsible for payment includes but is not limited to:

- charges of any physician, podiatrist, nurse practitioner, therapist, or other health care provider;
- rehabilitative and therapeutic services;
- laboratory, X-ray, and other diagnostic services;
- home health care and hospice;
- prescription drugs and supplies or equipment;
- vision, hearing, and dental care, including all supplies, equipment, and appliances;
- orthopedic appliances;
- mental health services;
- hospital charges;
- ambulatory surgical services;
- ambulance services;
- all other services for which you otherwise expressly agreed to pay under the terms of this Agreement.

5. Food and Meals.

- (a) Dining Room Service. Three (3) meals will be served in the dining room on Monday through Saturday; and brunch will be served on Sunday. Your Monthly Service Fee will include a meal plan, which you may choose in accordance with Well·Spring dining service procedures. You may purchase additional meals or additional dining services separately. Any unused meal credits or unused account balance for any meal cycle period shall be forfeited and shall not be applied as a credit against meal charges for any other period. Well·Spring will periodically publish a schedule of meal rates ("meal rates") to establish the cost of additional meals or additional dining services. When you give Well·Spring advance notice that you are going to be away from Well·Spring for more than seven (7) consecutive nights, you will be credited for the missed meals, according to a schedule periodically published by Well·Spring (the "Food Credit").
- (b) Meals in Living Units. When authorized by Well·Spring, meal delivery shall be provided to you in your Living Unit. Well·Spring may make additional charges for meals delivered to Living Units.
- (c) Dietary Service. When authorized by Well·Spring's medical and dietary personnel, meals accommodating special diets may be provided. Well·Spring may make additional charges for special diets.
- (d) Dining Room Service for Guests. Dining room service shall be available for your guests. You may purchase guest meals at any time or use your meal plan for guest meals during your meal cycle period. This arrangement may be altered for special events and holidays, and it is subject to reasonable prior notice and availability.

6. Furnishings.

Well·Spring shall furnish your Living Unit with wall-to-wall carpeting, vinyl, sink, stove, garbage disposal, window blinds, washing machine and dryer, refrigerator with freezer, dishwasher, emergency call system, daily courtesy check-in system, bathroom with grab bars in the tub and/or shower, individual thermostatic control for heating and air-conditioning, cable television outlets, telephone outlets, and smoke alarm. All other furnishings shall be provided by you.

7. Grounds.

Well·Spring shall furnish basic grounds-keeping care, including lawn service. You, at your own expense, may plant and maintain areas designated by Well·Spring, subject to the prior approval of Well·Spring.

8. Guests.

You shall be free to invite guests to your Living Unit for daily and overnight visits. Guest rooms may be available from time to time at a reasonable rate for overnight stays by your guests. Well·Spring reserves the right to make rules regarding visits and guest behavior and

may limit or terminate a visit at any time for reasons it deems appropriate. Two weeks is the maximum continuous stay for guests unless prior approval from the Executive Director is obtained. Except for short-term guests, no person other than you or a Co-Resident (as described below), if any, may reside in the Living Unit without the prior approval of Well·Spring.

9. Health Center and Resident Clinic.

Well·Spring shall provide the following health care services and facilities:

- (a) Health Center. In its Health Center ("Health Center"), Well·Spring shall provide (i) licensed nursing care and (ii) licensed adult care. When a determination is made by your physician and approved by Well·Spring's Medical Director (as defined below) that you need licensed nursing care or licensed adult care, Well·Spring shall provide such care in the Health Center or arrange for your transfer to another facility. If you remain in the Health Center for more than fourteen (14) days, you will begin paying the Discounted Per Diem Rate instead of the Monthly Fee, as provided in Article IV, Section 3 below.
- (b) Non-Residents. If Non-Resident patients are admitted to the Health Center from the outside community, they shall be admitted under the condition that they may be discharged in order to make a bed available for a Resident, if needed.
- (c) Transfer to Another Facility. In the rare event that space for a Resident is for some reason not available in the Health Center, Well·Spring shall arrange and pay for your temporary care in another facility that can provide you the same care that would otherwise have been provided by Well·Spring until space in the Health Center becomes available. You will continue to pay Well·Spring the Monthly Fee or Discounted Per Diem Rate (whichever is applicable) during your stay in another facility. Well·Spring will pay the difference between your payments and the cost of the other facility.
- (d) Resident Clinic. Well·Spring shall provide a Resident Clinic ("Clinic") on the premises where Residents may be seen and treated as outpatients. Arrangements shall be made for one (1) or more physicians, selected by Well·Spring ("Clinic Physicians"), to keep scheduled office hours at the Clinic. There is no charge for the service of the Well·Spring nurse in the Frank Reid Brown Clinic or the satellite clinic. There is a nominal charge for procedures that are routinely done, such as blood sugar testing. The cost of care related supplies used shall be charged to you. You shall pay for office visits with Clinic Physicians or other Clinic health professionals, including nurse practitioners and other non-physician providers. There is no obligation to use the

Clinic or the Clinic Physicians. You remain free to engage at your expense the services of any physician or other health care provider of your choice.

10. Hospital Coverage and Transfer Agreements.

Well•Spring is not obligated to pay any charges for hospitalization or costs related thereto. In the event it becomes necessary for you to be transferred to a hospital, Well•Spring shall provide any information available to meet the provisions of any hospital transfer agreement, and you agree that Well•Spring has the right to provide such information, which may include part or all of your medical records, in accordance with applicable privacy and confidentiality laws.

Well•Spring is not designed or staffed to care for persons afflicted with certain diseases, including, but not limited to, psychosis, substance abuse and addiction, or a contagious disease. If you require care for a disease or condition which Well•Spring in consultation with your physician determines is a potential danger to the health and welfare of yourself, other residents or staff, you agree that Well•Spring has the authority, after the consultations described in the transfer provisions of this Agreement have occurred, to transfer you elsewhere for hospitalization or nursing care as may be deemed necessary by the Medical Director, whether or not the condition is deemed to be temporary in nature. If the transfer is deemed permanent by the Medical Director, your Living Unit may be released and refunds shall be made in accordance with the termination provisions of this Agreement and the provisions describing any Co-Resident's rights and responsibilities, if applicable. Well•Spring shall not pay for treatment for medical or other conditions that cannot be treated by Well•Spring.

11. Housekeeping.

Well•Spring shall provide certain housekeeping services in your Living Unit on a weekly basis. Time allotted shall be determined by the type of Living Unit in accordance with a schedule published periodically by Well•Spring. These housekeeping services include vacuuming, floor maintenance, necessary cleaning of bathroom and kitchen, dusting, and other such tasks Well•Spring deems necessary under the circumstances. Additional housekeeping services may be made available at your expense.

12. Illness or Injury Away from Well•Spring.

If you become ill or are injured or develop a condition while you are away from Well•Spring which requires medical attention or treatment away from Well•Spring, all charges for any offsite medical attention or treatment for you shall be your personal responsibility. Upon your return to Well•Spring, Well•Spring shall resume providing all services to which you are entitled under this Agreement. For purposes of this paragraph, you

shall be considered to be away from Well•Spring if your illness or injury or condition occurs when you are not on the grounds of Well•Spring.

13. Mail.

Well•Spring shall provide a mailbox for each Living Unit.

14. Maintenance and Repair.

Well•Spring shall perform all necessary repairs, maintenance, and replacement of its property and equipment. Necessary repairs, maintenance, and replacement of your personal property shall be your responsibility.

15. Medical Director.

Well•Spring shall retain the services of a qualified physician ("Medical Director") to be responsible for the quality of all medical services and medically related activities provided by Well•Spring.

16. Meetings with Residents.

At least quarterly, Well•Spring shall hold meetings with the residents of Well•Spring for the purpose of free discussion of subjects of interest. Reasonable advance notice of each meeting shall be given. Upon request of the Residents' Association, a member of the Board of Trustees shall attend such meetings. An agenda and any materials that are distributed at the meeting shall be available for review upon request.

17. Parking.

One (1) parking space shall be provided per Living Unit. Parking places shall be assigned by Well•Spring based upon established policy. Parking spaces shall be provided only if you maintain a vehicle.

18. Private Caregivers and Personal Aides.

You shall pay for all expenses (including meals if desired) of private caregivers and personal aides whom you employ, and all of these individuals shall be subject to all rules and regulations in effect at Well•Spring. No private caregivers or personal aides may be employed without prior notice to Well•Spring, and at all times they are subject to Well•Spring's Private Caregiver Policy.

19. Programs.

Well•Spring shall provide programs of social, educational and recreational activities. Religious services shall be provided on a regular basis.

20. Real Estate Taxes.

Well·Spring shall be responsible for the payment of all real estate taxes, if any, assessed upon its property comprising the Well·Spring Community.

21. Rehabilitation Therapies and Specialists.

You or your medical insurance shall pay for all diagnostic, therapeutic, and rehabilitative services. Well·Spring may make arrangements for the services of a physical therapist, occupational therapist, speech therapist, or other health professionals such as podiatrist, dentist, and audiologist on the premises by appointment, but you are free to engage the services of any health professional of your choice at his or her office or elsewhere off the premises.

22. Rights of Subrogation.

Should you be injured by a third party and should such injury require Well·Spring to provide health care services for you under this Agreement, Well·Spring shall be subrogated, to the extent allowed by North Carolina law, to your rights against such other third party to the extent necessary to reimburse Well·Spring for the costs incurred in providing health care services for you under this Agreement.

To the extent allowed by North Carolina law, this right of subrogation authorizes Well·Spring to institute legal action in your name; provided, however, that such action shall not cause or result in a compromise, waiver or release of any causes of action that you may have against such third party for such injuries.

23. Security.

Well·Spring shall use reasonable care in providing security on the premises for you and your property. Well·Spring shall not be responsible for loss or damage to your personal property.

24. Storage.

Storage space for your use shall be allocated to your Living Unit.

25. Transportation.

Well·Spring shall provide regularly scheduled local transportation. Additional special transportation for personal or group trips shall be available at additional cost.

26. Utilities.

Well·Spring shall provide utilities to your Living Unit such as water, sewer, heating, electricity, and air-conditioning. Well·Spring shall not be responsible for any periods of service disruption regarding these utilities. Well·Spring shall provide basic cable television

service to your Living Unit. You may purchase the premium cable television channels that may be available at Well·Spring at monthly rates established by the local cable provider. You shall install and maintain telephone service (land line or cellular) in your Living Unit, and you shall pay the cost of telephone service installation, maintenance and use. The Well·Spring campus has a wireless internet network available for resident use. Additionally, you may install and maintain cable internet access and high-speed wireless internet access in your Living Unit. You shall pay the cost of additional internet service installation, maintenance and use.

III. YOUR RIGHTS AND RESPONSIBILITIES AS A RESIDENT

1. Commencing Occupancy.

You agree to pay the balance of your Entrance Fee and to commence occupancy of your Living Unit on the Occupancy Date set forth in the attached Exhibit A (the "Occupancy Date"). If Well·Spring is unable to make the Living Unit available to you on the Occupancy Date, a revised Occupancy Date shall be established by written mutual agreement. If you fail to occupy the Living Unit on the Occupancy Date, you shall nevertheless become obligated on that date to pay the balance of your Entrance Fee and to begin and continue paying the Monthly Fee applicable to your Living Unit less the published Food Credit, unless this Agreement is terminated in accordance with Section VI below.

In the event that Well·Spring determines prior to or on the Occupancy Date that you cannot occupy the Living Unit selected by you because of a change in your health status, you agree to commence occupancy on the Occupancy Date in the Health Center in an accommodation suitable to your needs. In such event, you agree to pay the Discounted Per Diem Rate instead of the Monthly Fee. Well·Spring agrees to consult with you and your physician, or with anyone else you designate as a primary contact, prior to making a determination that you are unable to occupy your Living Unit for health reasons. If you are admitted directly into the Health Center because of a change in your health status prior to your Occupancy Date, the Living Unit you selected shall be released and made available to a new Resident unless you were a Co-Resident, in which case your Co-Resident shall be entitled to occupy the Living Unit as provided below. Should Well·Spring later determine that you have become able to occupy your Living Unit and to live independently, then (i) if your Co-Resident occupies your Living Unit, you may return to that Living Unit with your Co-Resident; or (ii) if your Living Unit was released, you shall be entitled to return to that Living Unit if it is available; or (iii) you may select another available Living Unit of the type described in Exhibit A. If neither your Living Unit nor a Living Unit of the type described in Exhibit A is available, Well·Spring, in its discretion, shall offer you a Living Unit of another type until a Living Unit of the type described in Exhibit A becomes available. Unless you and Well·Spring agree otherwise, you shall relocate to a Living Unit of the type you originally

selected in Exhibit A, upon the availability of such Living Unit. No refund of any portion of the Entrance Fee shall be due as a result of your transfer from the Health Center to a Living Unit or your occupancy of a Living Unit other than the type described in Exhibit A.

If, after the consultations described above, Well·Spring determines that you require care that cannot be provided at Well·Spring due to changes in your health status, Well·Spring shall have the right to terminate this Agreement (or in the case of Co-Residents, to terminate this Agreement with respect to the Resident whose health status has changed), and any refund of your Entrance Fee shall be made in accordance with the provisions of Section VI and Section VII below, if applicable.

2. Financial Statements.

If Well·Spring has reason to believe that your affairs are not being managed in accordance with paragraph 13 below, you agree to provide Well·Spring with financial statements, including copies of your federal, state and gift tax returns or other financially related information.

3. Furnishings.

You shall be responsible for furnishing your Living Unit. All furniture and electrical and other appliances provided by you shall be subject to Well·Spring's approval in order to keep the Living Units safe and sanitary.

4. Health Information.

You agree to provide any and all health information as requested by Well·Spring. Said information may include, but shall not be limited to: (a) medical history; (b) report of current physical examination and current physician's orders, including diet, treatment, and current medications; and (c) a physician's statement that you are free from a communicable disease within thirty (30) days prior to admission. If you are suffering from a communicable disease, you will provide a physician's certificate that the disease is not in a transferable stage. Any health information requested by Well·Spring shall be kept confidential and will only be used to determine a resident's fitness to remain in your Living Unit.

5. Housekeeping.

You agree to maintain your Living Unit in a clean, safe and orderly condition, in conformance with all applicable health regulations, and to perform all usual housekeeping not provided by Well·Spring. You shall notify Well·Spring immediately in the event of any damage to your Living Unit, any water leakage, or any other necessary repairs or maintenance. Maintenance or repairs required as a result of damage caused by you or your

guests, as opposed to normal wear and tear, is not included in the Monthly Occupancy Fee and will be billed to you.

6. Indemnification.

You shall indemnify, defend, and hold Well·Spring and its members, directors, trustees, officers, agents, and employees harmless from and against any and all claims, causes of action, damages, costs, and expenses, including, without limitation, attorneys' fees and expenses and court costs resulting from any injury or death to persons or any damage to property caused by, resulting from, or attributable to, or in any way connected with your negligent or intentional acts or omissions. (You may wish to obtain insurance at your own expense to cover this obligation.)

7. Linens.

You shall provide your own bed and bath linens.

8. Medicare and Supplemental Insurance Requirements.

You shall enroll in and maintain Medicare (Part A and Part B) coverage (or equivalent insurance coverage acceptable to Well·Spring if you do not qualify for Medicare coverage), and you shall furnish Well·Spring with evidence of such coverage upon request. You shall also enroll in and maintain participation in any governmental program or entitlement for which you qualify that provides medical or nursing care or financial assistance for medical or nursing care. You shall also provide Well·Spring with evidence of such participation upon request.

You shall secure and maintain a supplemental insurance policy (such as Medicare supplemental insurance) approved by Well·Spring to pay for charges for care not covered by Medicare (or by equivalent coverage required by the preceding paragraph, if applicable) or by other governmental programs or entitlements. You shall not be required to provide such supplemental insurance if you show evidence satisfactory to Well·Spring that you are able to personally pay for such charges. This supplemental insurance coverage is not provided by Well·Spring.

If at any time you become eligible for payments for health services from governmental agencies, you agree to make prompt application for such payments. Well·Spring shall not pay for any nursing or medical care or related supplies that are covered by Medicare, any governmental programs or entitlements or by supplemental insurance which you are obligated to maintain or participate in under this Agreement. You agree that upon receiving third-party reimbursement, you shall repay Well·Spring for any third-party reimbursable

costs which Well•Spring incurred or paid on your behalf while your reimbursement approval was pending.

If any care provided to you by Well•Spring is covered by insurance or some other kind of third-party payor coverage, you shall nevertheless be primarily responsible for all payments due Well•Spring pursuant to this Agreement regardless of such third-party benefits. Well•Spring shall assist you by providing information in our possession you may need in applying for health services or benefits under any programs for which you might qualify. In addition, Well•Spring shall provide you information in our possession you may need in filing claims for payment of services provided by Well•Spring. Upon request, you agree to execute benefit assignments to Well•Spring.

9. Non-Transferable.

Your rights, under this Agreement, to the Living Unit, facilities or services provided for herein are personal to you, and these rights cannot be transferred or assigned by you to any other person or entity.

10. Pets.

Pets or animals of any kind shall be allowed on the premises only in strict compliance with Well•Spring's written policies and with the prior written consent of Well•Spring. Well•Spring retains the right to modify its pet policies at any time as it deems necessary to assure the safety and comfort of all Residents.

11. Policies, Rules and Regulations.

You agree to abide by the policies, rules and regulations of Well•Spring, including such changes as may be adopted from time to time. These policies shall be set forth in a Resident Handbook and shall be made available to you by the management of Well•Spring.

12. Power of Attorney.

You agree to execute and maintain in effect a limited Durable Power of Attorney as provided in Chapter 32A, Article 2 of the General Statutes of North Carolina (or similar laws subsequently enacted). This Power of Attorney shall designate as your attorney-in-fact a bank, a lawyer, a relative, or some other responsible person or persons of your choice, to act for you in managing your financial affairs and filing for your insurance or other benefits as fully and completely as you could if acting personally. It shall be in a form which survives your incapacity or disability, and it shall otherwise be satisfactory to Well•Spring. You shall deliver a fully executed copy of this Durable Power of Attorney to Well•Spring prior to the Occupancy Date, and you must notify Well•Spring in writing of any subsequent changes to your Power of Attorney, including the appointment of a new legal representative. If you

revoke your Power of Attorney and do not name a new personal representative, or if your personal representative dies, becomes incapacitated or cannot be located after a reasonable search, then you agree that Well•Spring will be your Attorney-in-Fact, coupled with an interest, for the sole purpose of giving Well•Spring the authority to nominate a legal guardian for you, to serve when approved by a court as provided by law.

13. Preservation of Your Assets.

You agree to manage your financial resources so as not to threaten or impair your ability or the ability of your estate to satisfy your financial obligations as set forth in this Agreement. At the request of Well•Spring, you agree to make arrangements for the preservation and management of your financial resources by a third-party (or parties), including but not limited to the execution and funding of a trust agreement for your benefit whenever, in the sole judgment of Well•Spring, it appears that your continued management of your financial affairs may make you unable to meet your financial obligations to Well•Spring.

Well•Spring shall have no obligation to see to the proper management of your financial affairs, and you shall be solely responsible for the proper management or arranging for the proper management of your financial affairs.

14. Protection of Personal Property.

Well•Spring shall not be responsible for the loss of any personal property belonging to you due to theft, fire or any other cause, unless such property is specifically entrusted in writing to Well•Spring's care and control and then only for gross negligence in failing to safeguard and account for such property. (You may wish to obtain insurance at your own expense to protect against such losses.)

15. Real Property.

Your rights and privileges, as granted herein, do not include any right, title or interest, whether legal, equitable, beneficial or otherwise, in or to any part of the real property, including land, buildings and improvements, owned or operated by Well•Spring.

16. Relationships between Residents and Staff Members.

Employees of Well•Spring are supervised solely by Well•Spring's management staff, and not by residents. Employees and their families may not accept gratuities, bequests, or payment of any kind from residents. Any complaints about employees or requests for special assistance must be made to the appropriate supervisor or to the Executive Director or his/her designee. You acknowledge and agree that you or your family will not hire Well•Spring employees or solicit such employees to resign their employment at Well•Spring in order to

work for you or your family. You also acknowledge and agree that, unless consented to by Well·Spring, you will not hire any former Well·Spring employee until three (3) months has elapsed from the date of termination of the person's employment at Well·Spring.

17. Representations Made by You in Connection With Application for Residency.

Your application forms, including the statements of your finances and health history, which you filed with Well·Spring as part of the residency application process described in the Reservation Agreement are incorporated into this Agreement by reference, and all statements therein are deemed to be true as of the date made. You represent and warrant that you have disclosed to Well·Spring all material changes in this information occurring since the date of your application. Any material misstatement, or any material omission to state a fact called for, shall entitle Well·Spring to terminate this Agreement under Section VI, paragraph 5. By executing this Agreement, you represent and warrant that your sources of income are adequate to meet your financial responsibilities to Well·Spring and to pay all of your personal and incidental expenses. You represent and warrant that you have not made any gift or transfer for less than fair value of real or personal property in contemplation of the execution of this Agreement. You also agree that no such gift or transfer for less than fair value will be made subsequent to the execution of this Agreement that would impair your ability to satisfy your financial obligations under this Agreement. If you are unable to meet such financial obligations, you agree to make every reasonable effort to obtain assistance through or by means of your family or otherwise except as acknowledged in writing by Well·Spring.

18. Residents' Association.

Residents shall have the right to organize and operate a Residents' Association at Well·Spring, and they shall have the right to meet privately to conduct business as an association. The officers of the Residents' Association shall serve as liaison between the residents and Well·Spring.

19. Resident Physician.

You shall designate and provide Well·Spring with the name of your attending physician. Well·Spring shall not be responsible for the professional medical services provided by your attending physician.

20. Responsibility for Damages.

You shall be responsible for any costs incurred in replacing, maintaining or repairing any loss or damage to the real or personal property of Well·Spring caused by the negligence or willful misconduct of you, your guests, agents, employees or pets. (You may wish to obtain insurance at your own expense to cover this obligation.)

21. Right of Entry.

You shall permit authorized employees of Well • Spring to enter your Living Unit at all reasonable times for inspection, housekeeping and maintenance and at any time in case of emergencies. Well • Spring recognizes your right to privacy, and it shall limit entry to your Living Unit to emergencies and as described above.

22. Rights of Residents.

Your rights as a Resident under this Agreement are those rights and privileges expressly granted to you by this Agreement or by North Carolina law.

23. Structural Changes.

Any structural or physical change of any kind within or about your Living Unit shall require Well • Spring's prior written approval and thereafter may be subject to its supervision. The cost of any changes you request, and the cost of restoring the Living Unit to its original condition upon the termination of this Agreement, if deemed necessary by Well • Spring, shall be your personal obligation. All built-in changes shall immediately become and remain the property of Well • Spring. You agree to permit access by Well • Spring to your Living Unit in order to make any structural or mechanical changes that may be required to comply with local building codes or otherwise needed in connection with any construction or improvement projects at Well • Spring.

24. Subordination of Rights.

Notwithstanding anything to the contrary, your rights, privileges or benefits arising under this Agreement shall be subordinate and inferior to all mortgages, security interests, deeds of trust and leasehold interests granted to secure any loans or advances made to Well • Spring, its related entities, or its successors, now outstanding or made in the future, in the real property and improvements constituting Well • Spring, and also subordinate and inferior to all amendments, modifications, replacements, refundings, or refinancings thereof. You agree that, at the request of Well • Spring, you shall execute and deliver any and all documents which are deemed by Well • Spring to be necessary or required to effect or evidence such subordination.

25. Taxes on Personal Property.

You shall pay all taxes assessed regarding your personal property.

26. Will and Funeral Arrangements.

If you have not already done so, you agree to make a will providing for disposal of your personal property, the appointment of an executor of your estate, and funeral and burial arrangements, within sixty (60) days after the date of this Agreement. You agree to provide

Well·Spring with written verification from your attorney or from another independent source that these arrangements have been made within sixty (60) days of the date of this Agreement. You acknowledge that while Well·Spring shall not be responsible for making arrangements relating to disposal of personal property and funeral and burial arrangements, if Well·Spring must do so, you agree that Well·Spring shall be reimbursed by your estate for all such expenses

IV. FEES

1. Statement of Fees.

You shall pay the total Entrance Fee and either the Monthly Fee or the Discounted Per Diem Rate (as applicable) set forth in attached Exhibit A, which charges represent payment for the services to be provided by Well·Spring under this Agreement. If you are a Co-Resident as defined in Section VII, paragraph 1 below, the total Entrance Fee for Co-Residents shown on Exhibit A is the total Entrance Fee applicable to your Living Unit, and you and your Co-Resident are jointly and severally liable for its payment. If you are a Co-Resident, the Co-Resident's Monthly Fee shown on Exhibit A is the total Monthly Fee applicable to your Living Unit, and you and your Co-Resident are jointly and severally liable for its payment.

Any Reservation Fee (as defined in the Reservation Agreement) and other Entrance Fee payments to Well·Spring shall be credited to reduce the Entrance Fee balance due. The total Entrance Fee shall be due and payable on or before the date your Living Unit is physically occupied or the recorded Occupancy Date, whichever comes first. After your Occupancy Date, earnings on the Entrance Fee will become the property of Well·Spring and will not be refunded.

2. Monthly Fees for Occupancy of Living Unit.

You agree to pay Well·Spring the Monthly Fee in advance by the 15th day of each calendar month beginning with the Occupancy Date of your Living Unit. This fee shall be prorated for any applicable period of less than one month. Unless expressly stated in this Agreement, fees shall not be waived, suspended, or reduced. The Monthly Fee may be adjusted periodically by Well·Spring at its sole discretion upon at least sixty (60) days' advance written notice to you.

If this Agreement is terminated, Monthly Fees prepaid for periods after the termination date shall be refunded to you; provided that Well·Spring shall not be obligated to refund more than one (1) month's Monthly Fee and provided further that Well·Spring shall be entitled to set off against any refund any amounts that you may owe to it.

Well·Spring shall endeavor to maintain the Monthly Fee at the lowest feasible rate consistent with sound financial practice and maintenance of the quality of services (including health care services) to be provided by Well·Spring. When Well·Spring does adjust those fees, you shall pay the adjusted fee. You agree that you shall have no right to offset or withhold payment for the Monthly Fee or any other amounts you owe Well·Spring under this Agreement for any reason.

You agree to pay the Monthly Fee applicable to your Living Unit so long as you are residing in your Living Unit or your Living Unit is being reserved for you.

You shall be invoiced monthly for any services and supplies provided for you, and such invoices shall be due and payable by the 15th day of each calendar month.

3. Per Diem Rates and Holding Fees for Occupancy in Health Center.

- (a) Well·Spring shall establish, amend from time to time, and publish per diem rates for accommodations and services in the Health Center (the "Health Center Per Diem Rates"), taking into account rates being charged by other comparable nursing centers and the costs of operation of the Health Center.

- (b) In the event you are transferred from your Living Unit to the Health Center in accordance with Article II, Section 9(a), or are transferred from a hospital or other facility to the Health Center, you shall continue to pay the Monthly Service Fee (or a prorated portion thereof) for the first fourteen (14) days (whether or not consecutive) of occupancy in the Health Center. Beginning on day 15 of Health Center occupancy, you shall cease paying the Monthly Service Fee and shall begin paying a discounted Health Center Per Diem Rate (the "Discounted Per Diem Rate") as published by Well·Spring.

- (c) During the first thirty (30) days (whether or not consecutive) of Health Center occupancy, your Living Unit shall be held for you in the event you no longer need the services of the Health Center, at no extra cost beyond that indicated in Article IV, Section 3(b) above. In the event you continue occupancy in the Health Center beyond thirty (30) days (whether or not consecutive) and wish to continue to hold your Living Unit, Well·Spring may require you to pay, in addition to the Discounted Per Diem Rate for the Health Center, a monthly Holding Fee equal to the Monthly Fee for your Living Unit minus the cost of meals. The days you occupy the Health Center shall be counted, whether or not consecutive. After you have reoccupied your Living Unit for a period of thirty (30) consecutive days, your prior days of occupancy in the Health Center shall not be counted. You may not hold the Living Unit for more than ninety

(90) days beyond the initial thirty (30) days of Health Center occupancy without the approval of Well•Spring. If you choose to surrender the Living Unit, and your physician and Well•Spring's Medical Director shall subsequently determine that you can resume occupancy in a Living Unit, you will receive a top priority for assignment to a comparable Living Unit as soon as such a unit becomes available.

(d) If you have permanently transferred from your Living Unit to a Health Center Living Unit (the "Original Health Center Living Unit") and then you are transferred from your Original Health Center Living Unit to another Health Center Living Unit in the Health Center, you will immediately pay the Discounted Daily Charge for the other Health Center Living Unit. During the first fourteen (14) days (whether or not consecutive) of your occupancy of the other Health Center Living Unit, your Original Health Center Living Unit will be held for you at no extra cost to you in the event you no longer need the services provided by the other Health Center Living Unit. If you continue occupancy of the other Health Care Living Unit for more than fourteen (14) days (whether or not consecutive), and you wish to continue to reserve your Original Health Care Living Unit, Well-Spring may require you to pay, in addition to the Discounted Daily Charge for other Health Care Living Unit, a Holding Fee equal to the Daily Charge for your Original Health Care Living Unit minus the cost of meals. You may not reserve your Original Health Center Living Unit for more than 90 days without the approval of Well•Spring. If you choose to surrender your Original Health Center Living Unit, and your physician and Well•Spring's Medical Director shall subsequently determine that you can resume occupancy in your Health Center Living Unit, you will receive a top priority for assignment to a comparable Health Care Living Unit as soon as such a unit becomes available.

4. Late Payments.

You agree to pay Well•Spring interest on any Monthly Fees, Per Diem Rates or any other amounts you owe Well•Spring which are not paid within fifteen (15) days of becoming due at an annual rate of interest equal to the prime rate established by BB&T (or such other bank as Well•Spring shall designate from time to time) plus two percent (2%) until any such amounts are paid in full; provided, however, that the interest rate shall not exceed the maximum interest rate permitted under North Carolina law.

5. Reduction in Income.

If your funds become substantially reduced or depleted, and your income reduced to the extent that you are eligible to receive public or other benefits and entitlements including, but not limited, Social Security Supplemental Income and Medicaid, you agree to obtain and

maintain all such benefits and entitlements. Failure to do so may result in the termination of this Agreement by Well • Spring.

6. Subsidy Assistance.

It is Well • Spring's desire that this Agreement shall not be terminated solely because of your financial inability to continue to pay the Monthly Fee or other charges payable under the terms of this Agreement by reason or circumstances beyond your control, provided, however, this policy shall not be construed to qualify or limit Well • Spring's right to terminate this Agreement in accordance with its terms under Section VI, paragraph 5. If you present facts which in the opinion of Well • Spring justify special financial consideration, Well • Spring shall give careful consideration to subsidizing in whole or in part the Monthly Fee or Discounted Per Diem Rate and other charges payable by you under the terms of this Agreement so long as such subsidy can be made without impairing the ability of Well • Spring to attain its objectives while operating on a sound financial basis. Any determination by Well • Spring with regard to the granting of financial assistance shall be within the sole discretion of Well • Spring, and any decision to provide such financial assistance shall continue in effect only so long as Well • Spring, in its sole discretion, determines that it can continue to attain its objectives while operating on a sound financial basis. No Resident shall have any expectation of receiving, or continuing to receive, subsidy assistance by Well • Spring.

As a means of providing financial assistance to Residents, Well • Spring has established an endowment fund known as the Benevolence Fund. Income from the Benevolence Fund may be used to provide financial assistance in accordance with the subsidy policy described above. In the event that Well • Spring continues to provide the services to you under the terms of this Agreement despite your financial inability to continue to pay the Monthly Fee or other charges payable under the terms of this Agreement, Well • Spring shall be entitled to require you to move to a smaller or less costly accommodation.

V. TRANSFER FROM YOUR LIVING UNIT OR THE HEALTH CENTER

There may come a time when you, or if Co-Residents, one of you, must move from your Living Unit to the Health Center or to another facility which provides services not available at Well • Spring. Well • Spring is aware that this is a critical transition and shall adhere to the following procedures regarding any such transfer:

1. Consultations

Except in case of emergency, Well • Spring shall not transfer you from your Living Unit or from the Health Center for health-related or other reasons until it has consulted with you and your physician, or with anyone else you designate as a primary contact. In the case of an

emergency transfer, the consultations described above shall be scheduled by Well·Spring within five (5) days after transfer.

2. Consents.

When Well·Spring determines it to be appropriate, after the consultations provided for in the preceding paragraph have occurred, to transfer you from your Living Unit to the Health Center or to a suitable public or private facility for hospitalization, health care, or other health-related services, Well·Spring shall have the right and authority to transfer you without having to obtain your further consent.

In the event that Well·Spring determines that your continued occupancy of your Living Unit constitutes a danger to other residents or to yourself, or is detrimental to the peace or health of other residents, Well Spring shall have the right and authority to transfer you to another Living Unit, to the Health Center, or to a suitable public or private facility without having to obtain your further consent.

3. Return to Living Unit and Release of Living Unit.

When you are transferred from your Living Unit to the Health Center, your Living Unit shall be reserved for you for the first thirty (30) days of Health Center occupancy so that you may return to your Living Unit if your condition permits. Your Living Unit shall be released and made available to a new resident after thirty (30) days of Health Center occupancy, unless you have reserved your Living Unit through payment of the Holding Fee as provided in Article IV, Section 3(c) above, and except in the case of the permanent transfer of one Co-Resident, in which case the other Co-Resident shall be entitled to remain in the Living Unit in accordance with the provisions of Section VII, paragraph 4 below. Any decision by Well·Spring relating to your transfer or the release of your Living Unit may be appealed to Well·Spring's Board of Trustees or to a duly designated committee thereof, whose decision shall be final and binding upon all parties.

VI. TERMINATION OF AGREEMENT

This Agreement may be terminated in accordance with this Article VI. The effective date of termination of this Agreement, as established in the provisions below, is referred to hereinafter as the "Termination Date."

1. Termination During 30-Day Opt-Out ("Rescission") Period.

You may terminate this Agreement by giving written notice thereof to Well·Spring within thirty (30) days following the later of (i) the Effective Date of this Agreement (as defined in Section VIII, paragraph 4) or (ii) the receipt of a Disclosure Statement that meets the requirement of the laws of the State of North Carolina. You do not have to move in before the

expiration of the 30-day rescission period. If you terminate this Agreement within this thirty (30) days period prior to your occupancy of your Living Unit and payment of the Entrance Fee, Well•Spring will refund your Reservation Fee, less two percent (2%) of the total Entrance Fee which is non-refundable.

2. Termination by You When Death, Illness, Injury or Incapacity Prevents Occupancy.

If, at any time prior to occupancy, including the thirty (30) day rescission period described above, you are not able to commence occupancy of your Living Unit or an accommodation in the Health Center due to death, illness, injury or incapacity, you or your personal representative shall give written notice thereof to Well•Spring together with information to validate your claim. If your claim is accepted by Well•Spring, this Agreement shall terminate, and the Termination Date shall be the date of the notice, and you or your legal representative shall receive a refund your Reservation Fee less any fees charged by Well•Spring to you or your legal representative within five (5) business days after it accepts your claim.

3. Voluntary Termination by You.

If you wish to voluntarily terminate this Agreement you must provide written notice to Well•Spring at least thirty (30) days prior to your desired termination date. If you terminate this Agreement for any reason other than described in paragraphs 1 and 2 of this Article VI before you commence occupancy of your Living Unit and before you pay the Entrance Fee, Well•Spring will refund your Reservation Fee less two percent (2%), of the total Entrance Fee which is non-refundable. If you terminate this Agreement for any reason other than described in paragraphs 1 and 2 of this Article VI after you commence occupancy of your Living Unit, you will receive a refund of the Entrance Fee to which you are entitled based on the Refund Option you selected. The Termination Date shall be thirty (30) days after the date Well•Spring receives your notice of termination or a date greater than 30 days as specified by you. Well•Spring reserves the right in its discretion to delay payment of any refund pursuant to this Section 3 until the earlier of (i) the date Well•Spring receives payment of an Entrance Fee from a successor resident of your Living Unit or (ii) two (2) years from the Termination Date.

4. Failure to Meet Admission Criteria

If Well•Spring determines that you do not meet its admission criteria prior to your occupancy of the Living Unit, this Agreement shall terminate, and Well•Spring will refund your Reservation Fee within five (5) business days after its determination less any fees charged by Well•Spring.

5. Termination by Well•Spring.

Notwithstanding anything to the contrary contained herein, Well•Spring will have the right to terminate this Agreement for any cause which, in its judgment and sole discretion, shall be good and sufficient. Good and sufficient cause will include, without limitation, the following:

- Failure to perform your obligations under this Agreement, including, but not limited to the obligation to pay the Monthly Fees and other charges, within fifteen (15) days after they are due to be performed or paid.
- Failure to abide by the rules and regulations of Well•Spring Community, including such changes as may be adopted from time to time.
- Material misstatements or failure to state a material fact in your application, financial statement, and health history statement filed with Well•Spring or in your representations in this Agreement.
- Changes in your financial status prior to occupancy at Well•Spring that cause you to fail to meet Well•Spring's financial qualifications for admission.
- Dissipation or commitment of your financial resources in a voluntary and discretionary manner that impairs your ability to meet your financial obligations to Well•Spring.
- Permanent transfer to another public or private institution.
- You develop a medical condition or illness, such that you can no longer live independently and require assisted living or skilled nursing care, as determined by one or more physicians (hereafter the "Consulting Physician") selected by Well•Spring who will consult with your physician and you fail or refuse to leave and relinquish your Living Unit and be admitted to the Health Center within five (5) days after notice by Well•Spring.
- You give Well•Spring notice of your election to receive a refund of your Entrance Fee in accordance with Section VI, paragraph 9 below.

Well•Spring shall give you at least thirty (30) days' prior written notice of your Termination Date unless your continued occupancy presents a threat to the safety of others or to yourself in which case Well•Spring shall have the right to reduce the prior notice period in its discretion and to make the termination immediately effective, if necessary. Well•Spring

reserves the right in its discretion to delay payment of any refund due as a result of a termination under this paragraph 5 until Well·Spring receives payment of an Entrance Fee from a successor resident of your Living Unit.

6. Effect of Termination on Co-Residents.

In the case of Co-Residents, Well·Spring will have the right to terminate this Agreement only with respect to the Co-Resident to which the circumstances giving rise to termination apply, and this Agreement will remain in effect for the remaining Co-Resident. Notwithstanding any provision in this Agreement to the contrary, the rights and responsibilities of the Co-Residents with respect to any refund of Entrance Fees and payment of Monthly Fees will be determined in accordance with Section VII, paragraph 3.

7. Refund of Entrance Fee Conditioned on Payment of Resident's Obligations.

Notwithstanding any provision in this Agreement to the contrary, Well·Spring shall be entitled to withhold the refund of an Entrance Fee pursuant to Sections 3, 4 and 5 above until the Resident entitled to the refund pays Well·Spring all amounts owed to it, including but not limited to Monthly Fees and any reasonable expenses incurred in connection with the termination, including, but not limited to:

- Cost of any repairs or replacement of property assigned to your use.
- Painting or other refurbishment of your Living Unit in excess of that required by normal wear.
- The cumulative amount of any financial assistance or other subsidies provided to you by Well·Spring.

Well·Spring may also set off any amounts owed against any refund due and against any Monthly Fee that was prepaid for periods after the Termination Date.

8. Limitation of Remedies and Damages for Default by Well·Spring.

Until you notify us in writing of an alleged default and afford us a reasonable time in which to cure the alleged default, no default by Well·Spring in the performance of any of the obligations or promises herein agreed to by Well·Spring or imposed by law shall constitute a material breach of this Agreement, and you shall have no right to terminate the Agreement for any such breach or suspend your performance under this Agreement. Regardless of their duration, the defective condition of or failure to repair, maintain, or provide any area, fixture, or facility used in connection with social or recreational activities will not constitute a material breach of this Agreement and you shall have no right to terminate this Agreement or suspend your performance under this Agreement.

9. Refunds Pursuant to a Refund Option.

In addition to the provisions for a refund of the Entrance Fee stated above, you shall have the rights to and shall be bound by the terms of the Refund Option selected by you on Exhibit A. and the provisions concerning Co-Residents' rights and responsibilities, if applicable. Your right to a refund under the Refund Option you selected will arise if any one of the following circumstances should occur:

- (a) You give Well·Spring notice of your election to receive a refund in which event this Agreement will terminate in accordance with Section VI, paragraphs 1, 2, and 3.
- (b) Well·Spring terminates this Agreement in accordance with Section VI, paragraph 4 or 5; or
- (c) This Agreement is terminated as a result of your death.

The amount of the refund, if any, to which you are entitled will be determined in accordance with the Refund Option selected by you. The Refund Options are as follows:

One year, Four Percent Per Month Declining Refund Option. If you have selected the One (1) Year, Four Percent (4%) Per Month Declining Refund Option, Well·Spring will refund to you or to your estate an amount equal to ninety percent (90%) of the Entrance Fee paid in the event that the Termination Date occurs within sixty (60) days after the Occupancy Date. If the Termination Date occurs more than sixty (60) days after the Occupancy Date, Well·Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid less four percent (4%) of the total Entrance Fee for each calendar month between the end of the initial sixty (60) day period and the Termination Date until the refund amount is equal to fifty percent (50%) of the Entrance Fee. In no event shall you be entitled to any refund if the Termination Date occurs more than twelve (12) months after the Occupancy Date. This option shall be referred to as the One (1) Year, Four Percent (4%) Per Month Declining Refund.

Ninety-Two Month, One Percent Per Month Declining Refund Option. If you have selected the One Percent (1%) Per Month Declining Refund Option, Well·Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid in the event that the Termination Date occurs within sixty (60) days after the Occupancy date. If the Termination Date occurs more than sixty (60) days after the Occupancy Date, Well·Spring will refund to you or your estate an amount equal to ninety percent (90%) of the Entrance Fee paid less one percent (1%) of the total Entrance Fee for each calendar month between the end of the initial sixty (60) day period and the Termination Date. In no event shall you be entitled to

any refund if the Termination Date occurs more than ninety-two (92) months after the Occupancy Date. This option shall be referred to as the Ninety-Two Month, One Percent (1%) Per Month Declining Refund.

For purposes of computing Entrance Fee Refunds, a partial calendar month of more than 15 days shall be treated as a full calendar month and a partial calendar month of 15 or fewer days shall be ignored. The Effective Date and Termination Date shall be counted as full calendar days.

10. Removal of Property.

You agree to the removal of your property from the Living Unit and the Well•Spring Community within either a two (2) week grace period if the Living Unit is in Independent Living or a one (1) week grace period if the Living Unit is in Health Care after the Termination Date. After the applicable grace period, you or your estate shall pay a daily rate based on the Monthly Fee applicable to your Living Unit less the published Food Credit. Additionally, Well•Spring may store such property at your or your estate's expense for up to sixty (60) days after which it may be disposed of by Well•Spring without liability.

VII. CO-RESIDENT'S RIGHTS AND RESPONSIBILITIES

1. Co-Residents.

Residents who occupy the same Living Unit and who execute a Residence and Care Agreement jointly are "Co-Residents". Your right to occupy the Living Unit shall be in common with your Co-Resident. Under the terms of this Agreement, married couples shall have rights and obligations identical to those of any other Co-Residents.

2. Joint Liability and Authority.

Each Co-Resident shall be jointly and severally liable for all payments which shall be due, and all obligations which shall be performed by them, under the terms of this Agreement. If you are a Co-Resident, you may exercise your rights under this Agreement only by joint consent and action with your Co-Resident, and no such exercise shall be effective unless done jointly by both Co-Residents.

3. Termination of Agreement with One Co-Resident.

In the event this Agreement terminates with respect to one (1) Co-Resident for any reason, the total Entrance Fee paid by Co-Residents shall be deemed to have been paid on behalf of the remaining Resident, whose Agreement shall remain in effect. Any refund of an Entrance Fee paid for Co-Residents shall be refunded for the benefit of the remaining resident or their estate upon termination of the Agreement with the remaining resident.

When this Agreement terminates with respect to one (1) Co-Resident, the remaining resident shall have the option for a period of thirty (30) days thereafter to elect:

- to remain in the same Living Unit and to pay the then current single resident Monthly Fee applicable to that unit; or
- to move to a different type of Living Unit, if and when available, in accordance with the terms set forth in Section VIII, paragraph 1, "Change of Living Unit."

4. Transfer of One Co-Resident to the Well•Spring Health Center.

When one (1) Co-Resident transfers permanently from their Living Unit to the Health Center, the transferring Co-Resident shall cease paying the Co-Resident Monthly Fee and begin paying the Discounted Per Diem Rate as set forth in Article IV, Section 3(b) above. The Co-Resident remaining in the Living Unit shall continue to pay the Co-Resident Monthly Fee applicable to the Living Unit occupied at the time of transfer, subject to adjustment by Well•Spring in accordance with Section IV, paragraph 1, "Monthly Fees."

5. Addition of a Co-Resident or Marriage.

When a single resident occupies a Living Unit in which Well•Spring policy permits double occupancy, the resident can allow another person to share occupancy of the Living Unit, if in the sole judgment of Well•Spring, the new resident qualifies for acceptance. Before commencing occupancy, the new Co-Resident shall be required to sign and become a Co-Resident under the Residence and Care Agreement then in effect for the Living Unit, which shall be amended to require: (i) payment of the Monthly Fee then applicable to Co-Residents of the Living Unit, and (ii) payment of the difference between the single resident and the then current Co-Resident Entrance Fee applicable to the Living Unit prior to the new Co-Resident's occupancy of the Living Unit. The effective date of the new Co-Resident's Residence and Care Agreement for purposes of determining any applicable refund of Entrance Fee will be retroactive to the date of the original single resident's original Residence and Care Agreement.

VIII. MISCELLANEOUS

1. Change of Living Unit.

Well•Spring may, in certain circumstances, approve your moving to a different Living Unit. At the time your request is approved, Well•Spring shall determine, in its discretion, the amount of any additional Monthly or Entrance Fee or any refund or credit which is appropriate to the new Living Unit.

2. Confidentiality.

Well•Spring has the responsibility to keep private and confidential all of the personal, medical and financial information you have supplied to it. However, you agree that Well•Spring can provide such information, in accordance with applicable privacy and confidentiality laws, to those who, in its judgment, have a need or right to have or know this information (e.g., to provide information for transfer to a hospital).

3. Disclosure Statement.

You acknowledge that you have received a current copy of the Well•Spring Disclosure Statement.

4. Effective Date and Governing Laws.

This Agreement takes effect ("Effective Date") when you sign the Agreement. This Agreement, including its validity and the capacity of the parties to this Agreement, its form, interpretation of its language, and any questions concerning its performance and discharge, shall be governed by and construed in accordance with the laws of the State of North Carolina. You and Well•Spring agree to comply with the laws and regulations regarding licensed adult care and licensed nursing care in effect from time to time.

5. Full and Complete Agreement.

This Agreement shall take precedence over any representations previously made by Well•Spring representatives and over any descriptions of services in promotional materials or presentations. This Agreement constitutes the entire contract between you and Well•Spring, and it supersedes all previous understandings and agreements between you and Well•Spring, including but not limited to any Reservation Agreement for your Living Unit. No waiver or modification of this Agreement shall be valid and effective unless it is made in writing, signed by you and by Well•Spring, and attached to this Agreement.

6. Interpretation.

Headings are for convenience and reference purposes only and shall not affect the interpretation of any provision of this Agreement. Should any provision herein, for any reason, be held invalid or unenforceable in any jurisdiction in which it is sought to be enforced, such invalidity and unenforceability shall not affect any other provision of this Agreement, and any such invalid and unenforceable provision shall be construed as if it were omitted. The remainder of this Agreement shall remain in full force and effect.

7. Management Authority.

Well•Spring retains all authority regarding acceptance of Residents, adjustment of fees, financial assistance, and all other aspects of the management of Well•Spring.

8. Notices.

Until you reside at Well • Spring and when required by the terms of this Agreement, notices will be given in writing and shall be given to Well • Spring or to you at the addresses set forth in Exhibit A, or at such address as Well • Spring and you shall specify in writing to each other. After you reside at Well • Spring, your address shall be your Living Unit unless you provide us with written notice of another address. Notices shall be given in writing by hand delivery or by a commercial courier that provides documentation of delivery.

9. Pronouns.

All references in this Agreement to masculine pronouns and adjectives shall also include the feminine and vice versa. References to "you" shall include your legal representative (i.e. attorney-in-fact or personal representative of your estate) as the context requires.

10. Statement of Nondiscrimination.

Race, color, gender, religious beliefs, sexual orientation, or national origin do not have any bearing upon your acceptance or rejection for admission, the execution of this Agreement, or the normal conduct of business by Well • Spring.

11. Successors and Assigns.

The duties owed Well • Spring under this Agreement shall inure to the benefit of its successors and assigns.

12. Waiver.

In the event that Well • Spring does not, in any one (1) or more instances, insist upon your strict performance, observance or compliance with any of the terms or provisions of this Agreement, or if it waives a breach by you of this Agreement, such action(s) by Well • Spring shall not be construed to be a waiver of its right to insist upon your strict compliance with that term or provision in the future or with all other terms and provisions of this Agreement. Your signature below certifies that you have read, understand and accept this Agreement.

Signature - Resident

Date

Signature - Co-Resident

Date

Well•Spring, A Life Plan Community

Date

EXHIBIT A

OCCUPANCY: The Occupancy Date is: _____

FEE SCHEDULE: Entrance Fees and Monthly Fees are based on the type of Living Unit you occupy and the number of persons residing in the unit. The Living Unit you have selected and the applicable fees are stated below:

LIVING UNIT NUMBER: _____

UNIT TYPE: _____

ENTRANCE FEE FOR:
 Single Resident
 Co-Resident

TOTAL ENTRANCE FEE: \$ _____

CREDIT FOR PARTIAL PAYMENTS OF THE ENTRANCE FEE RECEIVED: \$ _____

ENTRANCE FEE BALANCE DUE AND PAYABLE: \$ _____

MONTHLY FEE FOR:
 Single Resident
 Co-Resident

TOTAL MONTHLY FEE: \$ _____

CURRENT HEALTH CENTER PER DIEM RATE:
Skilled Nursing \$ _____
Assisted Living \$ _____

DISCOUNT APPLIED TO HEALTH CENTER PER DIEM RATE: _____%

REFUND OPTION SELECTED:

- () One (1) Year, Four Percent (4%) Per Month Declining Refund

- () Ninety Two One Percent (1%) Per Month Declining Refund

ADDRESSES FOR REQUIRED NOTICE:

To: Well • Spring:

Well • Spring, A Life Plan Community
Attention: Executive Director
4100 Well Spring Drive
Greensboro, NC 27410

To You Prior to Occupancy:

Name: _____
Address: _____
City/State: _____
Zip Code: _____

To You Following Occupancy:

Name: _____
Address: _____
City/State: _____
Zip Code: _____

Your signature below certifies that you have read, understand and accept this Exhibit A.

Signature - Resident

Signature - Co-Resident

Date

APPENDIX D



Well•Spring, A Life Plan Community

HEALTH CARE AGREEMENT



HEALTH CARE AGREEMENT

4100 Well Spring Drive, Greensboro, NC 27410
Phone (336) 545-5400/Fax (336) 545-5411
5/6/2019

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**WELL-SPRING, A LIFE PLAN COMMUNITY
HEALTH CARE AGREEMENT**

I. INTRODUCTION

This Health Care Agreement (the "Agreement") is entered into between _____ (referred to as "you") and Well-Spring, A Life Plan Community, a North Carolina nonprofit corporation with its principal office in Greensboro, North Carolina (referred to as "Well-Spring").

Well-Spring owns a life plan community in Greensboro, North Carolina known as "Well-Spring, A Life Plan Community" ("Well-Spring "). You desire to become a resident in Well-Spring's Health Center and to use and enjoy the facilities, programs, and services provided by Well-Spring, and Well-Spring desires for you to become a resident of Well-Spring subject to the terms and conditions of this Agreement. This Agreement is divided into several parts in order to make it easier to read and to allow you to find the particular terms and conditions pertaining to each aspect of your residency.

NOW, THEREFORE, Well-Spring and you agree to the following:

II. TERM OF AGREEMENT

1. Term

The term of this Agreement shall commence on the Occupancy Date (as defined in Section III, paragraph 1 below) and shall continue in effect for a period of thirteen (13) consecutive calendar months, unless sooner terminated in accordance with the provisions of this Agreement (the "Initial Term"). Either Well-Spring or you may terminate this Agreement at the expiration of the Initial Term by giving written notice to the other at least thirty (30) days prior to the expiration of the Initial Term. In the event such notice is not given, this Agreement shall remain in effect from month-to-month subject to the terms and conditions of this Agreement and may thereafter be terminated by either you or Well-Spring by giving the other party thirty (30) days prior written notice of such termination. For purposes of this Agreement, the Initial Term and all subsequent periods during which this Agreement remains in effect shall constitute the "Term of this Agreement."

**III. RESIDENCY AND WELL-SPRING'S RESPONSIBILITIES TO
YOU AS A RESIDENT**

Upon your occupancy in Well-Spring's Health Center (as defined in Section III, paragraph 2 below), Well-Spring shall provide to you during the Term of this Agreement the Living Unit

and care shown on Exhibit A to this Agreement ("Health Center Living Unit") and shall make available to you the facilities of Well-Spring. Unless otherwise specified, there shall be no charge made for any of these services and facilities other than payment of the standard daily charge on Exhibit A (the "Daily Charge").

1. Living Unit in the Health Center

Well-Spring confers on you the right to occupy and use the Health Center Living Unit during the Term of this Agreement of the type selected by you and described in Exhibit A, subject to the terms and provisions of this Agreement.

2. Adult Care, Resident Clinic, Skilled Nursing and Licensed Nursing Care

Well-Spring will provide the following health care services and facilities to residents occupying Health Center Living Units in the Health Center:

- (a) Assisted Living Care. Assisted Living Care shall be provided in accordance with North Carolina licensure statutes and regulations for licensed adult care. Well-Spring will provide you with licensed adult care in the Well-Spring Health Center (the "Health Center"). Responsible staff will be on duty at all times in the Health Center to assist you when necessary with bathing, dressing, grooming, eating, ambulation, and other activities of daily living. Well-Spring reserves the right to change the services provided under this Agreement at any time in order to comply with licensure laws and regulations from time to time in effect.
- (b) Resident Clinic. Well-Spring will provide a Resident Clinic ("Clinic") on the Health Center premises where residents may be seen and treated as outpatients. Arrangements may be made for one (1) or more physicians, affiliated with Well-Spring ("Clinic Physicians"), to keep scheduled office hours at the Clinic. Routine services provided by the Clinic nursing staff will be provided at no additional charge. You shall pay an additional charge for office visits to Clinic Physicians or other Clinic health professionals including nurse practitioners and other physician extenders. There is no obligation to use the Clinic or the Clinic Physicians. You remain free to engage at your expense the services of a physician of your choice.
- (c) Skilled Nursing Care & Licensed Nursing Care. Well-Spring may provide the following health care services and facilities to residents occupying Skilled Nursing Units in the Health Center, if available. Well-Spring makes no representations as to the availability of Skilled Nursing care on its campus. Well-Spring may provide licensed nursing care to you in the Health Center. Well-Spring reserves the right to change the services

provided under this Agreement at any time in order to comply with licensure laws and regulations from time to time in effect.

3. Common Facilities

You may use, in common with other residents, the common facilities of Well-Spring's Health Center including but not limited to the dining room, lounges, lobbies, libraries, social and recreation rooms, and designated outdoor activity areas. At times, advance reservation may be required for certain common facilities. There will be additional charges for your use of special services, such as beauty/barber shop and convenience store/gift shop.

4. Emergencies

The Health Center staff and/or safety staff employed by Well-Spring will be available to you in case of emergencies.

5. Exclusions

You agree that you or your insurance shall pay for all costs of your health and medical care except as follows:

- (a) If you occupy a Health Center Living Unit, you shall be provided (i) assisted living (licensed as adult care) care in accordance with Section III, paragraph 2(a); (ii) care provided by Well-Spring in the Resident Clinic in accordance with Section III, paragraph 2(b); (iii) care provided by Well-Spring in emergencies in accordance with Section III, paragraph 4 and (iv) care provided for temporary illness.
- (b) The health and medical care for which you are responsible for payment includes, but is not limited to:
 - charges of any physician, dentist, podiatrist, nurse practitioner, or other physician extenders or therapists;
 - rehabilitative, habilitative, and therapeutic services, including, but not limited to, speech therapy, occupational therapy, physical therapy, and respiratory therapy;
 - laboratory, X-ray, and other diagnostic services;
 - home health care and hospice;
 - prescription drugs and supplies or equipment;
 - oxygen supplies
 - vision, hearing, and dental care, including all supplies, equipment, and appliances;
 - orthopedic appliances;
 - mental health services;
 - hospital charges;
 - ambulatory surgical services;
 - ambulance services;

- all other services for which you otherwise expressly agreed to pay under the terms of this Agreement.

6. Food and Meals

- (a) Meals. Your Daily Charge includes three (3) meals per day for each day of a month. Meals will be served in the dining room, which is located in the Health Center. When authorized by Well-Spring, meal delivery service will be provided to your Health Center Living Unit.
- (b) Food Credit. When you give Well-Spring advance notice that you are going to be away from Well-Spring for more than seven (7) consecutive nights, or if you are hospitalized, you will be credited for the missed meals, according to a schedule periodically published by Well-Spring (the "Food Credit").
- (c) Dietary Service. When authorized by Well-Spring's medical and dietary personnel, meals accommodating special diets may be provided.
- (d) Dining Room for Guests. Dining room service will be available for your guests. Guests will be charged for meals at the currently published meal rate and charges for such meals will be included in your monthly service charge statements (referred to as the "Monthly Statement").

7. Furnishings

Well-Spring will furnish your Health Center Living Unit in the Health Center with mini-blinds, emergency nurse call system, bathroom with grab bars, individual thermostatic control for heating and air-conditioning, cable television outlet, telephone outlet, and smoke alarm. All other furnishings shall be provided by you and are subject to Well-Spring's approval in order to keep the Health Center safe and sanitary.

8. Grounds

Well-Spring will furnish basic grounds keeping care. Well-Spring will have conveniently located garden areas for Health Center residents.

9. Guests

You will be free to invite guests to your Health Center Living Unit for daily visits. Guest rooms may be available at a published rate for overnight stays by your guests from time to time. Well-Spring reserves the right to make rules regarding visits and guest behavior and may limit or terminate a visit at any time for reasons it deems appropriate. No person other than you may reside in your Health Center Living Unit.

10. Hospital Coverage and Transfer Agreements

Well-Spring is not obligated to pay any charges for hospitalization or costs related thereto. In the event it becomes necessary for you to be transferred to a hospital, Well-Spring shall provide any medical or financial information available to meet the provisions of any hospital transfer agreement, and you agree that Well-Spring has the right to disclose such information, which may include part or all of your records.

Well-Spring is not designed or staffed to care for persons afflicted with certain diseases including, but not limited to, psychosis, substance abuse and addiction, or contagious disease. If you require care for a disease or condition which Well-Spring in consultation with your physician determines is a potential danger to the health and welfare of you, other residents or staff, you agree that Well-Spring has the authority, after consultations described in the transfer provisions of this Agreement, to transfer you elsewhere for hospitalization or nursing care as may be deemed necessary by the Medical Director, whether or not the condition is deemed to be temporary in nature. If the transfer is deemed permanent by the Medical Director, your Health Center Living Unit may be released and made available to another Resident in accordance with the provisions of Section VI below, in which case Well-Spring shall have the right to terminate this Agreement.

11. Housekeeping

Well-Spring will provide certain housekeeping services in your Health Center Living Unit on a weekly basis and as required by applicable licensing regulations.

12. Illness or Injury Away from Well-Spring Community

If you become ill or are injured or develop a condition while you are away from Well-Spring which requires medical attention or treatment away from Well-Spring, all charges for any offsite medical attention or treatment for you shall be your personal responsibility. Upon your return to Well-Spring, Well-Spring shall resume providing all services to which you are entitled under this Agreement. For purposes of this paragraph, you shall be considered to be away from Well-Spring if your illness or injury or condition occurs when you are not on the grounds of Well-Spring.

13. Mail

A mailbox for each Health Center Living Unit will be provided in a central location in Assisted Living. Mail will be delivered to your room by staff in Skilled Nursing, Memory Care, and Rehab.

14. Maintenance and Repairs

Well-Spring will perform all necessary repairs, maintenance, and replacement of its property and equipment. Necessary repairs, maintenance, and replacement of your personal property shall be your responsibility.

15. Medical Director

Well-Spring will retain the services of a qualified physician ("Medical Director") to be responsible for the quality of all medical services and medically related activities provided by Well-Spring.

16. Meetings with Residents

Well-Spring will hold at least quarterly meetings with the residents of Well-Spring for the purpose of free discussion of subjects of interest. Notice of each meeting will be given. Residents may, however, bring any grievances concerning the Health Center or suggestions for changes in rules and policies to the attention of Health Center staff at any time.

17. Private Caregivers and Personal Aides

You shall pay for all expenses (including meals if desired) of private caregivers and personal aides whom you employ, and all of these individuals shall be subject to all rules and regulations in effect at the Well-Spring. No private caregivers or personal aides may be employed without prior notice to Well-Spring, and at all times they are subject to Well-Spring's Private Caregiver Policy.

18. Programs

Well-Spring will provide programs of social, educational, and recreational activities. Religious services will be provided on a regular basis.

19. Real Estate Taxes

Well-Spring will be responsible for the payment of all real estate taxes, if any, assessed on its property comprising Well-Spring.

20. Rehabilitation Therapies, etc.

You or your medical insurance will pay for all diagnostic, therapeutic, and rehabilitative services. Well-Spring will make arrangements for specialized rehabilitative and habilitative services, such as physical therapy, occupational therapy, and speech therapy, on the Health Center premises. Well-Spring may also make arrangements for the services of other health care professionals on the Health Center premises by appointment. You are free to engage the services of the health care professional of your choice.

21. Right of Subrogation

Should you be injured by a third party and such injury requires Well-Spring to provide health care services under this Agreement, Well-Spring shall be subrogated, to the extent allowed by North Carolina law, to your rights against such other third party to the extent necessary to reimburse Well-Spring for all of its costs and expenses incurred by reason of such injuries.

To the extent allowed under North Carolina law, this right of subrogation authorizes Well-Spring to institute legal action in your name; provided, however, that such action shall not cause or result in a compromise, waiver or release of any causes of action that you may have against such third party for such injuries.

22. Security

Well-Spring will use reasonable care in providing security on the premises for you and your property. Well-Spring shall not be responsible for loss or damage to personal property. Well-Spring strongly discourages the keeping of valuable jewelry, papers, large sums of money, or other items of value in the Health Center.

23. Storage

Limited storage space for clothing and possessions will be allocated to your Health Center Living Unit.

24. Transportation

Well-Spring will provide regularly scheduled local transportation and will assist in arranging for transportation at other times. Additional special transportation for personal or group trips will be available at additional cost.

25. Utilities

Well-Spring will provide utilities to your Health Center Living Unit such as water, sewer, heating, electricity, and air-conditioning. Well-Spring will not be responsible for periods of disruption of these utilities. You may install and maintain telephone service (land line or cellular) in your Health Center Living Unit, and you shall pay the costs of its installation, maintenance and use. Well-Spring will provide basic cable television service to your Health Center Living Unit. You may install and maintain cable internet access and wireless internet access in your Health Center Living Unit. You shall pay the cost of internet service, installation, maintenance and use.

IV. YOUR RIGHTS AND RESPONSIBILITIES AS A RESIDENT

1. Commencing Occupancy

You agree to commence occupancy of your Health Center Living Unit on the occupancy date set forth in Exhibit A (the "Occupancy Date"). If Well-Spring is unable to make a Health Center Living Unit available to you on the Occupancy Date, a revised Occupancy Date shall be established by written mutual agreement. Both the Occupancy Date and any revised Occupancy Date established pursuant to the terms of this paragraph shall be referred to as the "Occupancy Date." If you fail to occupy your Health Center Living Unit on the Occupancy Date, you shall nevertheless become obligated on that date to begin paying and to continue paying the Daily Charge set out in Exhibit A, less the published Food Credit.

If you are scheduled to enter a Health Center Living Unit but Well-Spring determines prior to or on the Occupancy Date that you are unable to occupy the Health Center Living Unit because of a change in your health status, you have the option of either: (i) terminating this Agreement, in which case neither party shall have any further obligations to the other; or (ii) if you meet Well-Spring's criteria for residency in a Skilled Nursing Unit (defined in Section VI), you may occupy a Skilled Nursing Unit (provided a Skilled Nursing Unit is available and such occupancy is permitted under applicable law and regulation), in which case this Agreement shall be amended to require you to pay the Daily Charge applicable to care in a Skilled Nursing Care Unit. Well-Spring agrees to consult with you and your physician or with anyone else you designate as a primary contact pursuant to Section VI below, prior to making a determination that you are unable to occupy a Health Center Living Unit. If, after the consultations described above, Well-Spring determines that you would require care that cannot be provided at Well-Spring due to changes in your health status, Well-Spring shall have the right to terminate this Agreement.

2. Financial Statements

If Well-Spring has reason to believe that your affairs are not being managed in accordance with Section IV, paragraph 11, you agree to provide Well-Spring with financial statements, including copies of your federal, state, and gift tax returns or other financially related information.

3. Health Information

You agree to provide any and all health information as requested by Well-Spring. Said information may include, but shall not be limited to: (a) medical history, (b) report of current physical examination and current physician's orders, including diet, treatment, and current medications; and (c) a physician's statement that you are free from a communicable disease within 30 days prior to admission. If you are suffering from a communicable

disease, you shall provide a physician's certificate that the disease is not in a transferable stage. Any health information requested by Well-Spring shall be kept confidential and will only be used to determine a resident's fitness to remain in a Health Center Living Unit.

4. Housekeeping

You agree to maintain your Health Center Living Unit in a clean, safe, and orderly condition, in conformance with all applicable health regulations, and to perform all usual housekeeping not provided by Well-Spring. You shall notify Well-Spring immediately in the event of any damage to your Health Center Living Unit, any water leakage, or any other necessary repairs or maintenance. Maintenance or repairs required as a result of damage caused by you or your guests, as opposed to normal wear and tear, is not included in the Daily Rate and will be billed to you.

5. Indemnification

You shall indemnify, defend and hold Well-Spring and its members, directors, trustees, officers, agents, and employees harmless from and against any and all claims, causes of action, damages, costs, and expenses, including, without limitation, attorneys' fees and expenses and court costs resulting from any injury or death to persons or any damage to property caused by, resulting from, or attributable to, or in any way connected with your negligent or intentional acts or omissions. (You may wish to obtain insurance at your own expense to cover this obligation.)

6. Medicare and Supplemental Insurance Requirements

You shall enroll in and maintain Medicare (Part A and Part B) coverage (or equivalent insurance coverage acceptable to Well-Spring if you do not qualify for Medicare coverage) and shall furnish Well-Spring with evidence of such coverage upon request. You shall also enroll in and maintain participation in any governmental program or entitlement for which you qualify that provides medical or nursing care or financial assistance for medical or nursing care. You shall also provide Well-Spring with evidence of such participation on request.

You are required to secure and maintain a supplemental insurance policy (such as Medicare supplemental insurance) approved by Well-Spring to pay for charges for care not covered by Medicare (or by equivalent coverage required by the preceding paragraph, if applicable) or by other governmental programs or entitlements. You will not be required to provide such supplemental insurance if you show evidence satisfactory to Well-Spring that you have the financial ability to pay for such charges. This coverage is not provided by Well-Spring.

If at any time you become eligible for payments for health services from governmental agencies, you agree to make prompt application for such payments. Well-Spring will not pay for any nursing or medical care or related supplies that are covered by Medicare, any governmental programs or entitlements, or supplemental insurance which you are obligated to maintain or participate in under this Agreement. You agree that upon receiving third-party reimbursement, you will repay Well-Spring for any third-party reimbursable costs which Well-Spring incurred or paid on your behalf while your reimbursement approval was pending.

If care provided to you by Well-Spring is covered by insurance or some other third-party payor coverage, you shall nevertheless be primarily responsible for making all payments due Well-Spring pursuant to this Agreement regardless of such third-party benefits. Well-Spring will assist you in applying for health services or third-party benefits under any programs for which you might qualify. In addition, Well-Spring will assist you in filing claims for payment for services rendered by Well-Spring. Upon request, you agree to execute assignments of benefits to Well-Spring.

7. Non-Transferable

Your rights under this Agreement to a Health Center Living Unit or services provided for herein are personal to you and cannot be transferred or assigned by you to any other person or entity.

8. Pets

Pets are allowed to reside in Health Care with prior approval by the Director of Health Services. Pets are defined as dogs, cats, (limit one dog or cat per resident), birds (kept in a cage), and fish (maximum aquarium size of 10 gallons). Pets must be registered with Health Care, and you must provide vaccination and licensing records to Health Care. Health Care staff is not responsible for the care of resident pets. If you become unable to care for your pet, a pet sitter may be hired or you will be asked to find a new home for your pet. Pet owners are responsible for any damage that occurs to Well-Spring premises as a result of their pet.

9. Policies, Rules, and Regulations

You agree to abide by the policies, rules, and regulations of Well-Spring including such changes as may be adopted from time to time. These policies shall be set forth in a Resident Handbook and will be made available to you through the management of Well-Spring.

10. Power of Attorney

You agree to execute and maintain in effect a limited Durable Power of Attorney as provided in Chapter 32A, Article 2 of the General Statutes of North Carolina (or similar laws subsequently enacted). This Power of Attorney shall designate as your attorney-in-fact a bank, lawyer, relative, or other responsible person or persons of your choice to act for you in managing your financial affairs and filing for your insurance or other benefits as fully and completely as you would if acting personally. It shall be in a form which survives your incapacity or disability and be otherwise satisfactory to Well-Spring. You shall deliver a fully executed copy of this Power of Attorney to Well-Spring upon Occupancy and you must notify Well-Spring in writing of any subsequent changes to your Power of Attorney, including the appointment of a new legal representative. If you revoke your Power of Attorney and do not name a new personal representative, or if your personal representative dies, becomes incapacitated or cannot be located after a reasonable search, then you agree that Well-Spring shall be your Attorney-in-Fact, coupled with an interest, for the sole purpose of giving Well-Spring the authority to nominate a legal guardian for you, to serve when approved by a court as provided by law.

11. Preservation of Your Assets

You agree to manage your financial resources so as not to threaten or impair your ability or the ability of your estate to satisfy your financial obligations as set forth in this Agreement. At the request of Well-Spring, you agree to make arrangements for the preservation and management of your financial resources by a third party (or parties), including but not limited to the execution and funding of a trust agreement for your benefit whenever, in the sole judgment of Well-Spring, it appears that your continued management of your financial affairs may make you unable to meet your financial obligations to Well-Spring.

Well-Spring shall have no obligation to see to the proper management of your financial affairs, and you shall be solely responsible for proper management or arranging for the proper management of your financial affairs.

12. Protection of Personal Property

Well-Spring is not responsible for the loss of any personal property belonging to you due to theft, fire, or any other cause, unless said property is specifically entrusted in writing to Well-Spring's care and control and then only for gross negligence in failing to safeguard and account for such property. (You may wish to obtain insurance at your own expense to protect against such losses.)

13. Real Property

Your rights and privileges, as granted herein, do not include any right, title, or interest whether legal, equitable, beneficial, or otherwise, in or to any part of the real property, including land, buildings, and improvements, owned or operated by Well-Spring.

14. Relationships between Resident and Staff Members

Employees of Well-Spring are supervised solely by Well-Spring's management staff, and not by residents. Employees and their families may not accept gratuities, bequests, or payment of any kind from residents. Any complaints about employees or requests for special assistance must be made to the appropriate supervisor or to the Executive Director or his/her designee. You acknowledge and agree that you or your family will not hire Well-Spring employees or solicit such employees to resign their employment at Well-Spring in order to work for you or your family. You also acknowledge and agree that, unless consented to by Well-Spring, you will not hire any former Well-Spring employee until three (3) months elapse from the date of termination of the person's employment at Well-Spring.

15. Representations Made by You in Connection with Application for Residency

Your application forms, including the statements of your finances and health history, which you filed with Well-Spring as part of the residency application process described in the Reservation Agreement, are incorporated into this Agreement by reference, and all statements therein are deemed to be true as of the date made. You represent and warrant that you have disclosed to Well-Spring all material changes in this information occurring since the date of your application. Any material misstatement, or any material omission to state a fact called for, shall entitle Well-Spring to terminate this Agreement. By executing this Agreement, you represent and warrant that your sources of income are adequate to meet your financial responsibilities to Well-Spring and to pay all of your personal and incidental expenses. You represent and warrant that you have not made any gift or transfer for less than fair value of real or personal property in contemplation of the execution of this Agreement. You also agree that no such gift or transfer for less than fair value will be made subsequent to the execution of this Agreement that would impair your ability to satisfy your financial obligations under this Agreement. If you are unable to meet such financial obligations, you agree to make every reasonable effort to obtain assistance through or by means of your family or otherwise except as acknowledged in writing by Well-Spring.

16. Resident Physician

You shall designate and provide Well-Spring with the name of your attending physician. Well-Spring shall not be responsible for the professional medical services provided by your attending physician.

17. Residents' Association

Residents shall have the right to organize and operate a residents' association at Well-Spring, and shall have the right to meet privately to conduct business as an association. The officers of the residents' association shall serve as a liaison between the residents and Well-Spring.

18. Responsibility for Damages

You shall be responsible for any costs incurred in replacing, maintaining, or repairing any loss or damage to the real or personal property of Well-Spring caused by the negligence or willful misconduct of you, your guests, agents, or employees. (You may wish to obtain insurance at your own expense to cover this obligation.)

19. Right of Entry

You shall permit authorized employees of Well-Spring to enter into your Health Center Living Unit at all reasonable times for purposes of providing care, inspection, housekeeping, and maintenance, and at any time in case of emergencies.

20. Rights of Residents

Your rights as a resident under this Agreement are those rights and privileges expressly granted to you in this Agreement or by North Carolina law.

21. Structural Changes

You shall not make any structural or physical change of any kind within or about a Health Center Living Unit occupied by you.

22. Subrogation of Rights

Notwithstanding anything to the contrary herein, your rights, privileges, or benefits arising under this Agreement shall be subordinate and inferior to all mortgages, security interests, deeds of trust, and leasehold interests granted to secure any loans or advance made to Well-Spring, its related entities, or its successors, now outstanding or made in the future, in the real property and improvements constituting Well-Spring, and subordinate and inferior to all amendments, modifications, replacements, refunding, or refinancing thereof. You agree that, upon the request of Well-Spring, you shall execute and deliver any and all documents which are deemed by Well-Spring to be necessary or required to effect or evidence such subordination.

23. Taxes on Personal Property

You shall pay all taxes assessed on your personal property.

24. Will and Funeral Arrangements

If you have not already done so, you agree to make a will providing for disposal of your personal property, the appointment of an executor of your estate, and funeral and burial arrangements, within sixty (60) days after the date of this Agreement. You agree to provide Well-Spring with written verification from your attorney or from another independent source that these arrangements have been made within sixty (60) days of the date of this Agreement. You acknowledge that while Well-Spring shall not be responsible for making arrangements relating to disposal of personal property and funeral and burial arrangements. If Well-Spring must do so, you agree that Well-Spring shall be reimbursed by your estate for all such expenses.

V. FEES

1. Payment of Daily Charge and Additional Charges

You agree to pay Well-Spring the Daily Charge set forth in Exhibit A, which represents payment for the facilities and services to be provided to you under this Agreement. The Daily Charge shall be prorated for any applicable period of less than one month. Unless expressly stated in this Agreement, charges shall not be waived, suspended, or reduced. The Daily Charge may be adjusted periodically by Well-Spring at its sole discretion upon at least sixty (60) days' notice to you.

Well-Spring will endeavor to maintain the Daily Charge applicable to your Health Center Living Unit at the lowest possible rate consistent with sound financial practice and maintenance of quality health care services to be provided by Well-Spring. When Well-Spring does adjust those fees, you agree to pay the adjusted charge. You agree that you have no right to offset or withhold payment of the Daily Charge or any other amounts you owe Well-Spring under this Agreement for any reason.

You will be invoiced for any medical and health care services, supplies, or equipment provided for you that Well-Spring is not obligated to provide under the terms of this Agreement without additional charge, and such invoices shall be due and payable by the fifteen (15th) day of the month.

2. Late Payment

You agree to pay Well-Spring interest on any Daily Charge or any other amounts you owe Well-Spring which are not paid by the fifteen (15th) day of the month at the annual rate of interest equal to the prime rate established by BB&T (or such other bank as Well-Spring designates from time to time) plus two percent (2%) until any such Daily Charges or other

amounts are paid in full, provided, however, that the interest rate shall not exceed that permitted under North Carolina law.

3. Benefits and Entitlements

If your funds become substantially reduced or depleted and your income reduced to the extent that you are eligible to receive public or other benefits and entitlements including, but not limited to, Social Security Supplemental Income and Medicaid, you agree to obtain and maintain all such benefits and entitlements. Failure to do so may result in the termination of this Agreement by Well-Spring.

VI. TRANSFER FROM A HEALTH CENTER LIVING UNIT

There may come a time when you must move (i) from a Health Center Living Unit to a living unit in the Skilled Nursing area in the Health Center, if available, (a "Skilled Nursing Unit") or (ii) to another facility which provides Skilled Nursing, hospital, or other services not available at Well-Spring. Please note that Well-Spring makes no representations as to the availability of Skilled Nursing care on its campus. Well-Spring is aware that this is a critical transition and will observe the following procedures during any such transfer.

1. Consultations

Except in case of emergency, Well-Spring will not transfer you from a Health Center Living Unit in the Health Center for health-related or other reasons unless it has provided you with at least five (5) days' advance notice and consulted with you and your physician, or with anyone else you designate as a primary contact. In the case of an emergency transfer, the consultations described above will be scheduled by Well-Spring within five (5) days after transfer.

2. Changes in Levels of Care in the Health Center

When Well-Spring determines it to be appropriate, and after the consultations described in Section VI, paragraph 1 above, Well-Spring shall have the authority to transfer you from one type of Health Center Living Unit to another within the Health Center or to another facility. You agree to pay the Daily Charge then in effect for the type of Health Center Living Unit occupied by you, and this Agreement shall be amended to reflect the change in your Health Center Living Unit and the applicable Daily Charge.

3. Consents

When Well-Spring determines it is appropriate, after the consultations called for in Section VI, paragraph 1 above, to transfer you from your Health Center Living Unit to a Skilled Nursing Unit, if available, or from the Health Center to a suitable public or private

facility for skilled nursing, hospitalization, health care, or other health-related services, Well-Spring shall have full authority and right to transfer you without having to obtain your further consent.

In the event that Well-Spring determines that your continued occupancy of a Health Center Living Unit constitutes a danger to other residents or to yourself, or is detrimental to the peace or health of other residents, Well-Spring shall have full authority to transfer you to another Health Center Living Unit in the Health Center or to a suitable public or private facility without having to obtain your further consent.

4. Transfer within the Health Care Center and Holding Fee for Health Center Living Unit.

If you are transferred from your Health Center Living Unit (the "Original Health Center Living Unit") to another Health Center Living Unit in the Health Center, you will immediately pay the Daily Charge for that other Health Center Living Unit. During the first fourteen (14) days (whether or not consecutive) of your occupancy of the other Health Center Living Unit, your Original Health Center Living Unit will be held for you at no extra cost to you in the event you no longer need the services provided by the other Health Center Living Unit. If you continue occupancy of the other Health Care Unit for more than fourteen (14) days (whether or not consecutive), and you wish to continue to hold your Original Health Care Living Unit, Well-Spring may require you to pay, in addition to the Daily Charge for other Health Care Living Unit, a Holding Fee equal to the Daily Charge for your Original Health Care Living Unit minus the cost of meals. You may not hold your Original Health Center Living Unit for more than 90 days without the approval of Well-Spring. If you choose to surrender your Original Health Center Living Unit, and your physician and Well-Spring's Medical Director shall subsequently determine that you can resume occupancy in your Original Health Center Living Unit, you will receive a top priority for assignment to a comparable Health Care Living Unit as soon as such a unit becomes available.

5. Temporary Transfer from the Health Center

When Well-Spring is persuaded that the condition which requires your transfer from the Health Center to another public or private facility has the potential to be resolved in a manner which may allow you to return to a Health Center Health Center Living Unit, a Health Center Living Unit will be held for your return. The return to a Health Center Living Unit is subject to the approval of Well-Spring. During any temporary absence, you agree to pay the Daily Charge applicable to the type of Health Center Living Unit occupied by you prior to your transfer.

6. Permanent Transfer from the Health Center

When Well-Spring determines that the condition which required your transfer from the Health Center to another public or private facility is not temporary in nature, your Health Center Living Unit shall be released and made available to a new resident, in which case Well-Spring shall have the right to terminate this Agreement. Any decision by Well-Spring relating to your permanent transfer from the Health Center to a public or private facility may be appealed to Well-Spring's Board of Trustees or to a duly designated committee thereof, whose decision shall be final and binding on all parties.

VII. TERMINATION OF AGREEMENT

1. Termination Date

As used in this section, "Termination Date" shall mean the date on which this Agreement is terminated either (i) in accordance with the provisions of Article II above or (ii) by either you or Well-Spring in accordance with the provisions of this Article VII.

2. Duties upon Termination

Your Daily Charge is to be paid through the Termination Date. In no event shall Well-Spring be obligated to refund more than one (1) month's payment of your Daily Charge. No refund of any portion of the Daily Charge shall be due as a result of your transfer to another institution or facility, unless this Agreement is terminated in accordance with its terms.

Upon termination by either you or Well-Spring pursuant to Article II above or the provisions of this section, you agree to pay Well-Spring all amounts owed to it any reasonable expenses incurred in connection with the termination of this Agreement, including, but not limited to:

- Cost of any repairs or replacement of property assigned to your use.
- Painting or other refurbishment of your Health Center Living Unit in excess of that required by normal wear.

Well-Spring may set off any amounts owed it by you against any refund due.

Well-Spring shall refund any payment of your Daily Charge that may be due to you within five (5) working days after: (i) this Agreement has terminated in accordance with Section II above; (ii) Well-Spring receives written notification of your termination of this Agreement pursuant to the provisions of this section; or (iii) Well-Spring notifies you in writing of termination of this Agreement by Well-Spring pursuant to the provisions of this section.

3. Termination During 30 Day Opt-Out (“Rescission”) Period.

You may terminate this Agreement by giving written notice thereof to Well-Spring within thirty (30) days following the later of (i) the Effective Date of this Agreement (as defined in Section VIII, paragraph 2) or (ii) the receipt of a Disclosure Statement that meets the requirement of the laws of the State of North Carolina. You do not have to move in before the expiration of the 30-day rescission period. If you terminate this Agreement within this 30-day period prior to your occupancy of your Living Unit, Well-Spring will refund your Deposit, less any fees charged to you by Well-Spring.

4. Termination by You When Death, Illness, Injury or Incapacity Prevents Occupancy.

If, at any time prior to occupancy, including the thirty (30) day rescission period described above, you are not able to commence occupancy of your Health Center Living Unit or an accommodation in the Health Center due to death, illness, injury, or incapacity, you or your personal representative shall give written notice thereof to Well-Spring together with information to validate your claim. If your claim is accepted by Well-Spring, this Agreement shall terminate, and the Termination Date shall be the date of the notice, and you or your legal representative shall receive a refund your Deposit less any fees charged by Well-Spring to you or your legal representative within five (5) business days after it accepts your claim. (Note: this paragraph is not applicable to residents who transfer to the Health Center from a Living Unit.)

5. Voluntary Termination by You.

If you wish to voluntarily terminate this Agreement for reasons other than described stated in paragraphs 3 and 4 above, then you must provide written notice to Well-Spring at least thirty (30) days prior to your desired termination date.

6. Termination by Well-Spring

Well-Spring shall have the right to terminate this Agreement at any time for any cause which, in its judgment and sole discretion, shall be good and sufficient. Good and sufficient cause shall include, without limitation, the following:

- Failure to perform your obligations under this Agreement, including, but not limited to, the obligation to pay the Daily Charge and other charges, within fifteen (15) days after they are due to be performed or paid.
- Failure to abide by the rules and regulations of Well-Spring, including such changes as may be adopted from time to time.
- Material misstatement or failure to state a material fact in your application, financial statement, or health history statement filed with Well-Spring.

- Changes in your financial status prior to occupancy at Well-Spring that impair your ability to meet Well-Spring's financial qualifications for acceptance.
- Dissipation or commitment of your financial resources in a voluntary and discretionary manner that impairs your ability to meet your financial obligations to Well-Spring.
- Permanent transfer to another public or private institution.
- You develop a medical condition or illness, such that you can no longer live independently and require assisted living or skilled nursing facility care, as determined by one or more physicians (hereafter the "Consulting Physician") selected by Well-Spring who will consult with your physician and you fail or refuse to leave and relinquish your Living Unit and be admitted to the Health Center within five (5) days after notice by Well-Spring.

Well-Spring shall give you at least thirty (30) days prior written notice of your Termination Date unless your continued occupancy presents a threat to the safety of others or to yourself, in which case Well-Spring shall have the right to reduce the prior notice period in its discretion and to make the termination immediately effective, if necessary.

7. Limitation of Remedies and Damages for Default by Well-Spring.

Until you notify us in writing of an alleged default and afford us a reasonable time in which to cure the alleged default, no default by Well-Spring in the performance of any of the obligations or promises herein agreed to by Well-Spring or imposed by law shall constitute a material breach of this Agreement, and you shall have no right to terminate the Agreement for any such breach or suspend your performance under this Agreement. Regardless of their duration, the defective condition of or failure to repair, maintain, or provide any area, fixture, or facility used in connection with social or recreational activities will not constitute a material breach of this Agreement and you shall have no right to terminate this Agreement or suspend your performance under this Agreement.

8. Removal of Property

You agree to the removal of your property from the Health Center Living Unit and the Well-Spring Community within a one (1) week grace period after the Termination Date. After the one (1) week grace period, you or your estate shall pay a daily rate based on the Monthly Fee applicable to your Living Unit less the published Food Credit. Additionally, Well-Spring may store such property at your or your estate's expense for up to sixty (60) days after which it may be disposed of by Well-Spring without liability.

VIII. MISCELLANEOUS

1. Confidentiality

Well-Spring has the responsibility to keep all of the personal, medical, and financial information you have supplied to it confidential. You agree that Well-Spring can disclose such information to those who have a need, in its judgment, or right to know (e.g., to provide information for transfer to a hospital).

2. Effective Date and Governing Laws

This Agreement takes effect on the date you sign the Agreement ("Effective Date"). This Agreement, including its validity and the capacity of the parties to this Agreement, its form, interpretation of its language, and any questions concerning its performance and discharge, shall be governed by and construed in accordance with the laws of the State of North Carolina. You and Well-Spring agree to comply with the laws and regulations regarding licensed adult care and licensed nursing care in effect from time to time.

3. Full and Complete Agreement

This Agreement has precedence over any representations previously made by Well-Spring representatives and over any descriptions of services in promotional materials or presentations. This Agreement constitutes the entire contract between you and Well-Spring, and supersedes all previous understandings and agreements between you and Well-Spring. No waiver or modification shall be valid unless made in writing, signed by you and by Well-Spring and attached to this Agreement.

4. Interpretation

Headings are for convenience and reference purposes only and shall not affect the interpretation of any provision of this Agreement. Should any provisions herein, for any reason, be held invalid and unenforceable in any jurisdiction in which it is sought to be enforced, such invalidity and unenforceability shall not affect any other provision of this Agreement and such invalid and unenforceable provision shall be construed as if it were omitted. The remainder of the Agreement shall remain in full force and effect.

5. Management Authority

Well-Spring retains all authority regarding admission, adjustment of fees and all aspects of the management of Well-Spring.

6. Notices

Until you reside at Well-Spring and when required by the terms of this Agreement, notices shall be given in writing and shall be given to Well-Spring or to you at the addresses

set forth in Exhibit A, or at such address as Well-Spring and you shall specify in writing to each other. Notices shall be given by hand delivery or by a commercial courier that provides documentation of delivery.

7. Pronouns

All references in this Agreement by masculine pronouns and adjectives also include the feminine and vice versa. References to "you" shall include your legal representative (i.e., attorney-in-fact or personal representative of your estate).

8. Statement of Nondiscrimination

Race, color, sex, religious beliefs, sexual orientation, or national origin does not have any bearing upon your acceptance or rejection for admission, the execution of this Agreement, or normal conduct of business by Well-Spring.

9. Successors and Assigns

The duties owed Well-Spring under this Agreement shall inure to the benefit of its successors and assigns.

10. Waiver

In the event that Well-Spring does not, in any one (1) or more instances, insist upon your strict performance, observance, or compliance with any of the terms or provisions of this Agreement, or if it waives a breach by you of this Agreement, such an action shall not be construed to be a waiver of its right to insist upon your strict compliance with that term or provision in the future or with all other terms and provisions of this Agreement.

11. Disclosure Statement

You acknowledge that you received a current copy of the Well-Spring Disclosure Statement.

Your signature below certifies that you have read, understood, and accept this Agreement.

Signature - Resident

Date

Well Spring Authorized Representative

Date

EXHIBIT A

Name of Resident: _____

Occupancy Date: _____

Type of Living Unit/Care: _____

Daily Charge: \$ _____

Addresses for Required Notice:

To Well-Spring: Executive Director
 Well-Spring, a Life Plan Community
 4100 Well Spring Drive
 Greensboro, North Carolina 27410

To You Prior to Occupancy:

To You Following Occupancy:

Your signature below certifies that you have read, understand, and accept the terms stated in this Exhibit A.

Signature - Resident

Date

APPENDIX E



Well•Spring, A Life Plan Community

RESERVATION AGREEMENT



RESERVATION AGREEMENT

The undersigned applicant(s) ("you") hereby tender(s) this Reservation Agreement, together with payment of Reservation Fee (described below) to Well•Spring, a Life Plan Community, ("Well•Spring") for the purpose of reserving an Independent Living Unit at the Well•Spring Community, in Greensboro, North Carolina ("Well•Spring").

The terms of this Reservation Agreement between you and Well•Spring are as follows:

TERM

This Agreement becomes effective when signed by both you and Well•Spring, and Well•Spring receives your Reservation Fee. The Agreement terminates when you sign a Residence and Care Agreement with Well•Spring, unless it is terminated earlier by you or by Well•Spring in accordance with the terms of this Agreement.

THE RESERVED UNIT

You have reserved the Independent Living Unit identified on the attached Exhibit A (the "Reserved Unit"). A site plan showing the location of the Reserved Unit together with a floor plan of the Reserved Unit are attached as Exhibits B and C. This Reservation Agreement gives you first priority to enter into a Residence and Care Agreement for the Reserved Unit before the unit is made available to other applicants for independent living units in Well•Spring.

Well•Spring has made every effort to accurately describe its plans for the Reserved Unit and Well•Spring Community in the informational materials and Disclosure Statement furnished to you. The Reserved Unit and Well•Spring Community may vary somewhat from the information furnished to you. Well•Spring will furnish you with Disclosure Statements as required by North Carolina law.

FEES

The Reservation Fee and Entrance Fee for the Reserved Unit shall be payable as follows:

- The Reservation Fee shall equal ten percent (10%) of the Entrance Fee set forth in Exhibit A. It shall be paid upon execution of this Reservation Agreement and will be credited to the total Entrance Fee. The Entrance Fee for your Reserved Unit for the Refund Option selected shall not be increased above the Entrance Fee set forth on Exhibit A.
- The balance of the Entrance Fee shall be due and payable at or before your Occupancy Date (described below).
- Checks for all fees should be made payable to Well•Spring.

ACCEPTANCE TO WELL•SPRING

To begin the process of obtaining residency at Well•Spring, you must select a Reserved Unit and submit a Confidential Personal Health History and Confidential Financial Profile, two (2) signed Reservation Agreements, and the ten percent (10%) Reservation Fee. One signed Reservation Agreement will be returned to you for your records, and the other will be kept on file at Well•Spring. You agree to provide Well•Spring with true and complete responses to all information requested by Well•Spring.

Your application for residency at Well•Spring next will be reviewed by the Residency Review Committee (the "RRC"). The Confidential Financial Profile provides Well•Spring with financial information necessary for the residency process. After your Confidential Financial Profile has been reviewed by the RRC, you will be notified with the result. The completed Confidential Personal Health History, which includes an authorization for release of medical information, will be held until your Financial Profile has been reviewed and approved by the RRC. Following approval of your Financial Profile by the RRC, the Confidential Personal Health History form will be forwarded to your physician with a request for further information. A physician examination within the past twelve (12) months is a prerequisite before your physician can supply this information. If additional information is required, you or your physician will be contacted, and Well•Spring may also contact and request information from other physicians and health care providers who have provided you with treatment.

Once Well•Spring has received the additional information from your physician, the RRC will evaluate your eligibility for residency at Well•Spring in accordance with its residency criteria. For residency at Well•Spring, applicants must be at least sixty-two (62) years of age [in the case of Co-residents, one Co-resident must be at least sixty (60) years of age], able to live independently, and possess adequate resources to meet present and future financial obligations to Well•Spring for the Reserved Unit selected.

Your race, color, gender, religious beliefs, sexual orientation, or national origin will not have any bearing upon whether you are accepted into Well•Spring.

If you are approved by the RRC for residency at Well•Spring, an acceptance letter will be sent welcoming you. You agree to execute the then current version of the Residence and Care Agreement within seven (7) calendar days after Well•Spring notifies you that you have been accepted for residency at Well•Spring.

You agree that if you are accepted for residency by Well•Spring and decide to sign a Residence and Care Agreement, you will commence occupancy on a date established by Well•Spring (the "Occupancy Date"). This date shall not be more than sixty (60) calendar days after you sign the Residence and Care Agreement. Well•Spring will use its best efforts to establish an occupancy date that is acceptable to you. The balance of the Entrance Fee shall be due and payable at or before your Occupancy Date.

TERMINATION AND REFUNDS

This Agreement will terminate upon any of the following occurrences:

- (a) you fail to pay the Reservation Fee;
- (b) you die, or if your Co-applicant, one of you dies, before the Residence and Care Agreement becomes effective;
- (c) you submit to Well•Spring by registered or certified mail a written notice of termination of Agreement for any reason;
- (d) you are not accepted by Well•Spring;
- (e) you fail to sign a Residence and Care Agreement in accordance with the terms of this Agreement;
- (f) you experience changes in your financial status prior to occupancy at Well•Spring that causes you to fail to meet Well•Spring's financial qualifications for admission; or
- (g) your future health care needs exceed the level of service provided in the Health Center.

The Reservation Fee, less any fees charged by Well•Spring, will be credited to the balance of the Entrance Fee when payment of that balance is due.

If you or Well•Spring terminate this Agreement for a reason other than your signing a Residence and Care Agreement, Well•Spring shall have the right to reassign the Reserved Unit, and you will have no further rights to that unit except that a surviving Co-applicant shall be given the opportunity to enter into a new Reservation Agreement for the Reserved Unit based on single occupancy or on joint occupancy with another Co-applicant before the unit is offered to others. In case of a termination of this Agreement for reasons set forth in b., d., f., and g. above, Well•Spring will return all Reservation Fees, less any fees charged by Well•Spring, to you or your legal representative. Should this Agreement be terminated for the reasons set forth in a., c., or e. above, in addition to any fees charged by Well•Spring, Well•Spring reserves the right to withhold an administrative charge of two percent (2%) of your total Entrance Fee amount, from any refunds owned to you to the extent permitted by law.

In the event this Agreement is terminated for any reason other than your signing a Residence and Care Agreement, Well•Spring shall refund any Entrance Fees, less any fee charged by Well•Spring and less any administrative charge, within five (5) working days after either: (i) Well•Spring receives written notification of your termination of this Agreement or (ii) Well•Spring notifies you in writing of termination of this Agreement by Well•Spring.

MISCELLANEOUS

Your rights under this Agreement may not be transferred to any other person. When a reservation is made by Co-applicants, the word "you" shall be deemed to include both of you.

This Agreement will be governed by the laws of the State of North Carolina, and specifically by the North Carolina law governing continuing care facilities, Chapter 58, Article 64 of the General Statutes of North Carolina.

Notices shall be given in writing and shall be given to Well•Spring or to you at the addresses set forth in Exhibit A, or at such address as Well•Spring and you shall specify in writing to each other.

By signing this Agreement, you certify that you understand and agree to its terms.

By signing this Agreement, you acknowledge that you received a copy of the Well•Spring Disclosure Statement on _____, 20____.

Applicant's Signature

Date

Co-Applicant's Signature

Date

WELL•SPRING, A LIFE PLAN COMMUNITY

By: _____
Authorized Representative

Date

APPENDIX F



Well-Spring, A Life Plan Community

SUMMARY OF REPORT OF ACTUARY



415 Main Street
Reisterstown, MD 21136-1905
410-833-4220
410-833-4229 (fax)
www.continuingcareactuaries.com

March 25, 2019

Don Gwynn, CPA
Chief Financial Officer
Well Spring Services, Inc.
4100 Well Spring Drive
Greensboro, North Carolina 27410

Dear Don:

Continuing Care Actuaries was retained by the management of Well-Spring Retirement Community, Inc. ("Well-Spring"), a nonprofit continuing care retirement community located in Greensboro, North Carolina, to conduct a comprehensive actuarial study. The purpose of the actuarial analysis was to: (1) review the resident demographic experience; (2) provide a population projection of current and prospective residents; (3) calculate Well-Spring's actuarial cash flow projection and actuarial balance sheet; and (4) conduct an actuarial pricing analysis of the residence health care program contracts.

Well-Spring, a lifecare retirement community, was found in 1993 by a coalition of nine local churches with a vision to establish a community with services and amenities that are second to none. Well-Spring offers a wide range of services from residential living and assisted living, to short-term and long-term skilled nursing care, rehabilitation and memory care services. In response to strong demand, Well-Spring had an expansion in 2015 to build an additional 23 new villas. Residents began moving into this newest section called Greenway Villas in April 2016. In addition, Well-Spring filed a Certificate of Need ("CON") application for 10 additional closed skilled nursing beds in 2017. This CON was approved and the project started in the beginning of 2018 and completed in the middle of 2018. Also note that there was a new construction for a two-story Resident Activities Center and an expansion to its current dining facilities. This project was completed in December 2018.

After the expansion, Well-Spring currently consists of 261 residential living units, 60 assisted living units and 80 skilled nursing / memory care beds. Well-Spring was accredited by the Continuing Care Accreditation Commission (now known as the Commission on Accreditation of Rehabilitation Facilities or CARF) in 2003, and has retained accredited status since that time.

The basic cost of residence at Well-Spring consists of the initial entrance fee and the monthly fee. Residents requiring permanent or temporary health care are able to transfer to the assisted living beds or skilled nursing beds as determined appropriate by Well-Spring medical and management staff in conjunction with residents and their physicians and family.

Collectively, entrance fees and monthly service fees are intended to cover the cost of constructing and operating the facilities and providing health care and other services to continuing care residents, as well as a portion of all other costs related to the operation of the facility. Entrance fees are held by Well-Spring subject to refund requirements of the residency agreement.

The scope of our study consisted of: (1) an evaluation of the actual resident demographic movements observed at Well-Spring from January 1, 1993 to December 31, 2018; (2) development of population projections based on the current demographic characteristics of the resident population; (3) development of projected statements of actuarial cash flow and actuarial balance sheet; and (4) preparation of an actuarial pricing analysis. This comprehensive actuarial study and review was performed under the guidelines contained in the American Academy of Actuaries' Actuarial Standard of Practice Number 3, "Practices Relating to Continuing Care Retirement Communities."

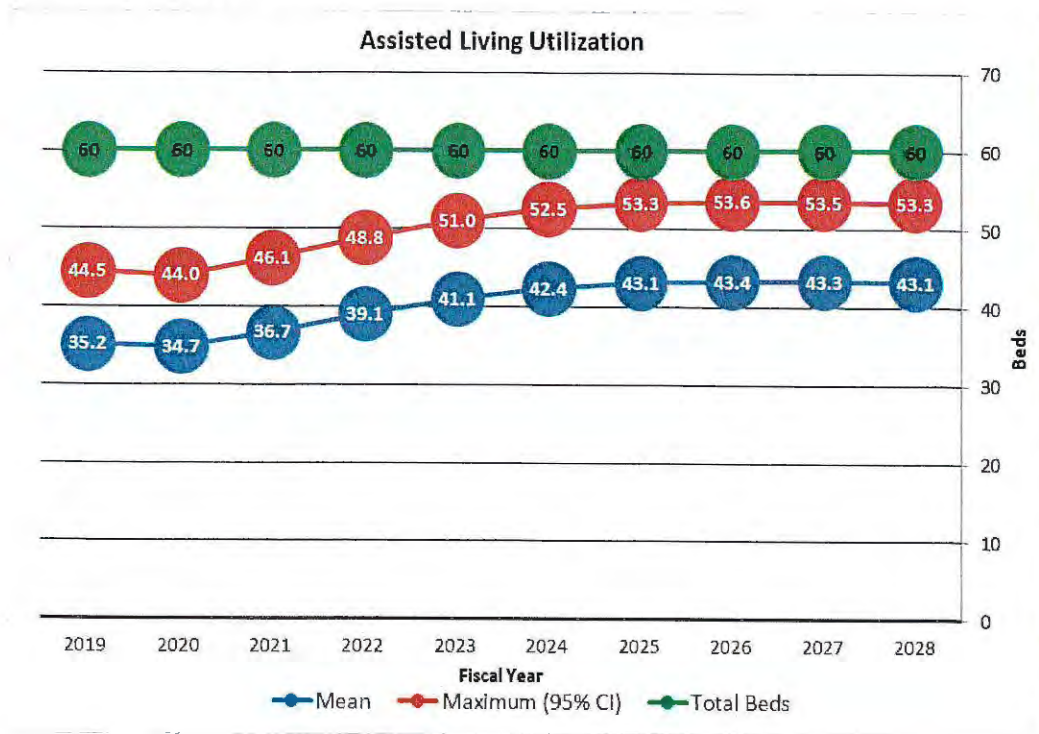
In order to perform the actuarial analysis, we projected initial residents and subsequent residents through various levels of care until move-out or death. The rates of permanent and temporary nursing transfers, deaths and withdrawals were developed using Well-Spring's resident data and Continuing Care Actuaries' demographic database for CCRC residents. In addition to having performed analyses for over 450 CCRCs and At Home programs nationally, we possess one of the largest databases of CCRC residents with over 600,000 CCRC residential life-years of demographic experience. The database assumptions used in this analysis reflect experience of communities with similar health care guarantees as Well-Spring. The population projections were combined with expense and revenue assumptions to develop projected cash flows and contingent assets and liabilities. A by-product of these cash flow projections is the pricing analysis that examines the financial adequacy of the fiscal year 2018 residential fee structures and the actuarially based balance sheet which is used as an indicator of the adequacy of historical residential fee structures as of December 31, 2018.

Management assumed that 39% of the new entrants will choose the Lifecare contracts and the remaining 61% of the new entrants will choose the Modified Lifecare contracts.

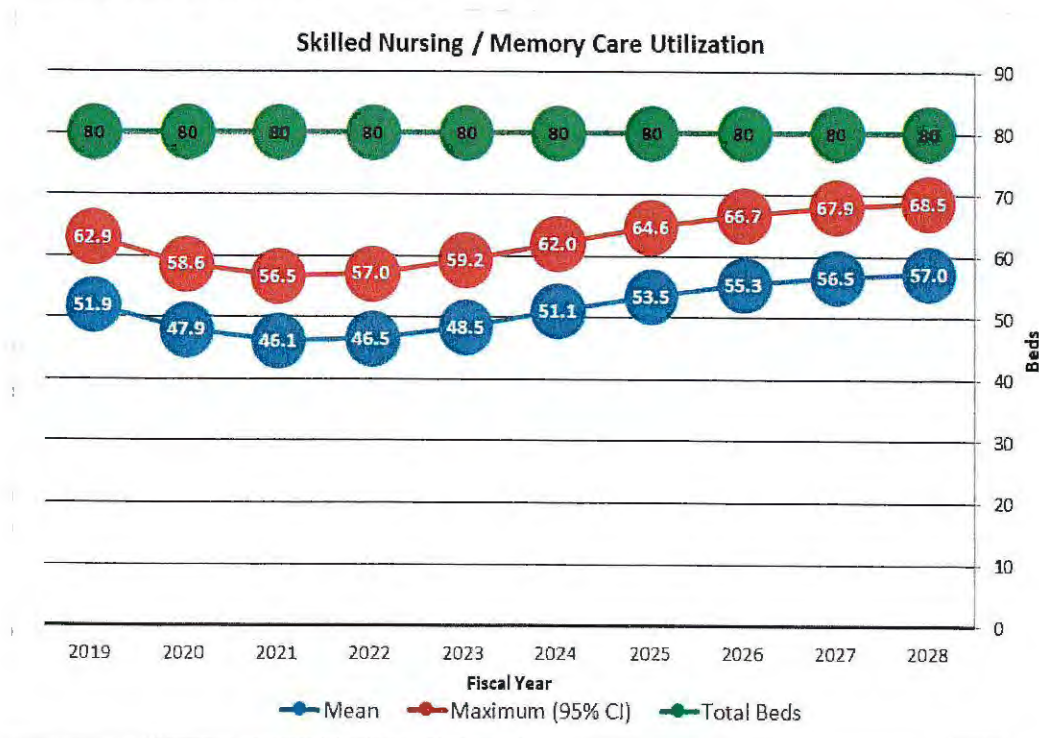
Summary Finding and Actuarial Opinion

- 1) The data and assumptions used for the population and financial projections in this report form a reasonable basis for the projections. The methods used to produce the projections are consistent with sound actuarial principles and practices as prescribed by the Society of Actuaries and the American Academy of Actuaries. Based on the actuarial balance sheet and current assumptions regarding future population and financial activity, the present value of Well-Spring's current and future resources are adequate to cover future obligations under contracts for all current residents, and produce an adequate surplus.

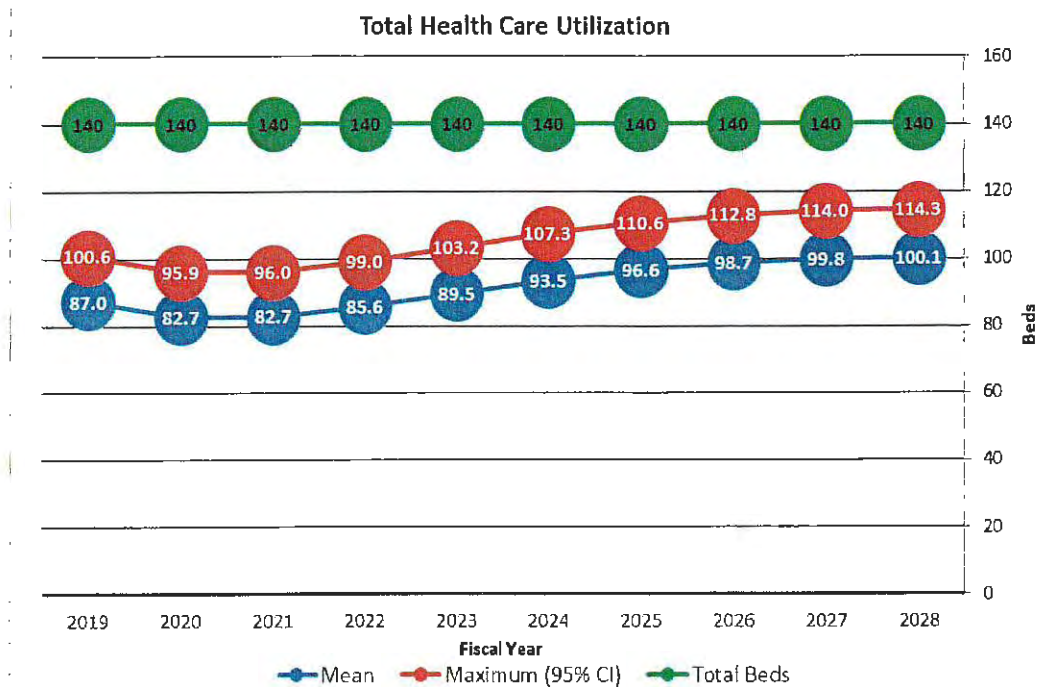
- 2) The projected lifecare occupancy of assisted living units with the 95% confidence interval is displayed below.



- 3) The following chart shows the projected lifecare occupancy of the skilled nursing / memory care with 95% confidence interval.



- 4) The projected lifecare occupancy of the combined assisted living units and skilled nursing / memory care with 95% confidence interval is detailed below.



- 5) The actuarial cash flow projection, under the assumption that Well-Spring will maintain an ultimate occupancy level of 250 RLU out of 261 total RLU (95.8% occupancy), generates positive annual cash flow throughout the projection period, except for 2019 due to high capital expenditures.
- 6) Based on the result of the actuarial balance sheet as of December 31, 2018, our analysis concluded that Well-Spring will have an adequate funded status in excess of our targeted 110%. The funded status indicates that the combination of net actuarial assets and the present value of projected service fees for the residents as of December 31, 2018 over their lifetimes at Well-Spring will be greater than the present value of the contractual liabilities of these residents.
- 7) The actuarial ratio determines the percent of future expenses that are expected to be covered by future revenues for current residents. This measure is important in that it represents Well-Spring's ability to handle adverse experience since any shortfall must be covered by a combination of existing assets and future residents. This ratio was calculated at 87.5%. Generally, the actuarial ratio for a lifecare community will vary between 65% and 85%. This result indicates that Well-Spring has sufficient ability to deal with adverse experience by adjusting future monthly fees and daily fees.
- 8) The actuarial pricing analysis develops the expected contractual surplus (deficit) for each contract and for each type of new entrant at the time of entry to Well-Spring. This analysis has parallels to insurance pricing. The present value of the entrance fee and future monthly service fees is calculated and the present value of contractual liabilities is

also calculated for the new entrant at each level of care. Contractual liabilities include future refunds and the cost of independent living and health care. A surplus indicates that the contracts are adequately priced, while a deficit indicates that a deficiency exists. In general, there are some subsidies of couple entrants by single entrants and the larger units subsidize the smaller units.

As a general rule, we recommend that management target contractual pricing to result in a surplus margin of approximately 10%. The surplus margin is defined as the difference in present values of revenues and expenses. This surplus is designed to offset adverse experience such as higher than expected transfers to health care center or higher than expected inflation. It does not represent a profit to Well-Spring. By design, the larger units have a larger surplus to subsidize the smaller units, thereby providing a greater range of prices available to prospective residents and increasing the potential market.

The analysis for all currently sold contracts show an adequate pricing margin in excess of our recommended 10%. This margin is intended to provide adequate security for adverse experience.

- 9) In conclusion, Well-Spring is in ***adequate financial condition*** to meet its obligations as defined by Actuarial Standard of Practice No. 3 (ASOP 3). ASOP 3 defines adequacy based on the meeting of three required actuarial standards, which consist of the actuarial cash flow, the actuarial balance sheet and the actuarial pricing analysis. Well-Spring meets the actuarial cash flow, actuarial balance sheet and actuarial pricing requirements.

The results of our study are based on estimates of the demographic and economic assumptions of the most likely outcome. Considerable uncertainty and variability are inherent in such estimates. Accordingly, the subsequent emergence of actual residential movements and of actual revenues and expenses may not conform to the assumptions used in our analysis. Consequently, the subsequent development of these items may vary considerably from expected results.

Management should scrutinize future developments that may cause the fund balance to deteriorate. These developments include higher apartment vacancy rates, higher expense inflation, higher nursing care utilization and longer life expectancies than assumed in the projection.

This report is intended to be used solely by the management of Well-Spring in conformity to its State's regulations to submit the actuarial study. Any distribution of this report to a third party is prohibited without Continuing Care Actuaries' consent. Should you have any questions regarding the information contained in this report, please contact me at 410-833-4220.

Respectfully,



Dave Bond, F.S.A., F.C.A., M.A.A.A.
Managing Partner
dbond@continuingcareactuaries.com

APPENDIX G



Well-Spring, A Life Plan Community

INTERIM FINANCIAL STATEMENTS



Well Spring Retirement Community **Well Spring Group**
WSLPC - Summary Balance Sheet
As of April 30, 2019

	Well Spring Retirement Community	
	Year To Date 04/30/2019	01/01/2019 Through 03/31/2019
	Actual	Actual
ASSETS		
Unrestricted Cash	3,185,217	3,266,254
Investments-Designated as to Use	1,520,412	1,439,805
Investments-Renewal & Replacement	20,000,000	20,000,000
Investments-General Reserves	1,907,121	968,706
Accounts Receivable-Operations	468,245	805,156
Accounts Receivable-Entry Fee	251,330	95,000
Accounts Receivable-Contribution Pledges Receivable	1,503,765	1,503,865
Accounts Receivable-InterCompany	202,966	161,827
Accounts Receivable-Interest	13,701	13,911
Inventory	56,742	62,367
Prepaid Expenses, Deposits & Other Assets	173,929	145,153
Net Fixed Assets	73,480,714	73,564,012
Net Intangible Assets	342,222	345,416
Assets whose use is limited	8,568,741	8,679,838
Valuation allowance for unrealized G/L	1,881,211	1,235,774
Total ASSETS	113,556,316	112,287,084
LIABILITIES & FUND BALANCE		
Liabilities		
Bond Interest Payable	102,687	106,084
Current Payables & Current Other Liabilities	696,963	1,004,582
Refundable Reservation Fee	745,146	664,539
Payroll Related Liability	1,067,082	1,038,375
Accrued Expenses	516,503	473,555
Accounts Payable-Intercompany	363,941	347,601
Entrance Fee Liability/Deferred Revenue	42,820,016	42,114,603
Long Term Debt	36,641,250	36,750,833
Total Liabilities	82,953,588	82,500,172
Net Assets		
Temporarily Restricted Net Assets	266,011	266,011
Unrestricted Net Assets	28,770,230	28,770,230
Change in Net Assets	1,566,487	750,671
Total Net Assets	30,602,728	29,786,912
Total LIABILITIES & FUND BALANCE	113,556,316	112,287,084

Confidential - For Management Use Only



Well Spring Retirement Community

Well Spring Group WSLPC - Summary Income Statement As of April 30, 2019

	Month To Date 04/30/2019				Year To Date 04/30/2019			
	Actual MTD	Budget MTD	\$ Variance	% Variance	Actual YTD	Budget YTD	\$ Variance	% Variance
Operating Revenue								
MSF-Residential Living	1,168,036	1,184,100	(16,064)	(1.35) %	4,661,270	4,736,400	(75,130)	(1.58) %
MSF-Assisted Living	257,134	306,904	(49,770)	(16.21) %	1,084,711	1,227,616	(142,905)	(11.64) %
MSF-Memory Care	164,669	183,200	(18,531)	(10.11) %	676,136	732,800	(56,664)	(7.73) %
MSF-Skilled Nursing/Rehab	413,073	467,225	(54,152)	(11.59) %	1,551,569	1,868,900	(317,331)	(16.97) %
MSF-Credits and Discounts	(181,703)	(227,868)	46,165	20.25 %	(733,463)	(911,471)	178,007	19.52 %
Service Rev & Other Rev	79,948	94,475	(14,528)	(15.37) %	316,405	377,900	(61,494)	(16.27) %
Total Operating Revenue	1,901,157	2,008,036	(106,880)	(5.32) %	7,556,628	8,032,145	(475,517)	(5.92) %
Operating Expenses								
Health Care	621,233	664,391	43,159	6.49 %	2,490,965	2,621,278	130,313	4.97 %
Dining Services	375,355	383,989	8,634	2.24 %	1,463,002	1,516,215	53,213	3.50 %
Facility Services	369,181	408,924	39,744	9.71 %	1,479,622	1,581,218	101,596	6.42 %
Community Relations, Administration, Marketing	332,233	323,728	(8,507)	(2.62) %	1,331,784	1,293,557	(38,227)	(2.95) %
Utilities, Insurance, Taxes	112,068	123,058	10,991	8.93 %	487,998	492,233	4,235	0.86 %
Community Benefit	47,668	47,917	249	0.51 %	201,648	191,667	(9,981)	(5.20) %
Total Operating Expenses	1,857,738	1,952,007	94,270	4.82 %	7,455,019	7,696,168	241,149	3.13 %
Total Operating Net Income	43,419	56,029	(12,611)	(22.50) %	101,609	335,977	(234,368)	(69.75) %
Unrestricted Net Income								
Earned Entrance Fees	757,196	466,667	290,530	62.25 %	1,831,622	1,866,667	(35,045)	(1.87) %
Investment Earnings	23,651	45,583	(21,932)	(48.11) %	159,259	182,333	(23,074)	(12.65) %
Unrealized Gain/Loss on Investment	645,437	0	645,437	0.00 %	2,030,089	0	2,030,088	0.00 %
Realized Gain/Loss on Investment	(30)	0	(31)	0.00 %	217	0	218	0.00 %
Transfers - WS Foundation	8,761	25,000	(16,239)	(64.95) %	55,651	100,000	(44,349)	(44.34) %
Transfers - WS Services	(8,334)	(8,333)	0	0.00 %	(33,333)	(33,333)	0	0.00 %
Interest Expense	89,987	89,987	0	0.00 %	361,225	361,225	0	0.00 %
Benevolence Assistance	38,284	50,000	11,716	23.43 %	162,987	200,000	37,013	18.50 %
Depreciation Expense	519,792	530,215	10,422	1.96 %	2,068,237	2,108,412	40,175	1.90 %
Amortization Expense	3,194	3,194	0	0.00 %	12,776	12,776	0	0.00 %
Total Unrestricted Net Income	775,424	(144,479)	919,903	636.70 %	1,438,280	(566,746)	2,005,026	353.77 %
Temp Restricted Net Asset Activity	(3,028)	0	(3,027)	0.00 %	26,598	0	26,597	0.00 %
Net Income	815,815	(88,450)	904,265	1,022.34 %	1,566,487	(230,769)	1,797,255	778.81 %

Well Spring Group
Statement of Cash Flows - Indirect Method
Year To Date 04/30/2019

	Actual
Cash flows from operating activities	
Change In Net Assets	1,566,486.74
Change in Cash from Operating Activities	
Depreciation	2,081,012.35
Amortization	0.00
Accounts Receivable	56,754.90
Grants Receivable	0.00
Prepaid Expenses	0.00
Inventory	(12,967.16)
Other Assets	256,166.70
Deferred Tax Assets	0.00
Accounts Payable	(2,065,017.77)
Deferred Revenue	2,540.00
Other Liabilities	397,320.26
Taxes Payable	(95.85)
Intercompany	(27,456.07)
Net cash used by Operating Activities	688,257.36
Cash flows from investing activities	
Capital Expenditures	(2,085,045.93)
Net sales (purchases) of ST investments	0.00
Purchase of long term investments and other assets	(512,324.25)
Investment in Subsidiary	0.00
Net cash used by investing activities	(2,597,370.18)
Cash flows from financing activities	
Debt Proceeds	(441,403.28)
Net cash used by financing activities	(441,403.28)
Increase (Decrease) in Cash	(784,029.36)
Cash, Beginning Period	4,061,759.63
Cash, End of Period	3,185,216.66

Well-Spring A Life Plan Community
LONG-TERM DEBT SERVICE COVERAGE RATIO
4/30/2019

	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	Total
Net income	144,027	596,211	435,199	92,810	297,265	(1,329,804)	429,623	1,415,006	1,091,569	375,644	(716,541)	815,815	3,646,824
Deduct:													
Revenues not resulting in receipt of funds:													
Earned Entrance Fees	329,384	720,849	338,577	341,314	418,184	694,755	463,915	577,025	382,496	342,848	349,082	757,196	5,715,625
Unrealized Gains	274,178	125,561	548,647	181,159	243,476	0	351,377	0	1,372,115	501,816	0	645,437	4,243,766
Temp Restricted Contributions	1,525	11,990	2,594	20,506	430	28,980	68,090	(387,195)	4,605	33,430	490	330	(214,225)
Temp Restricted Contributions-Release	(1,624)	(3,839)	(2,897)	(2,545)	(2,389)	(3,262)	(2,348)	1,291,173	(3,650)	(2,555)	(2,695)	(3,357)	1,260,012
Released from Restr—Purchase of FF&E	0	0	0	0	0	0	0	0	0	0	0	0	0
Add:													
Items included in operations not requiring expenditure of cash:													
Depreciation/Amortization	376,700	383,810	418,282	417,510	418,386	458,639	429,351	424,483	520,440	516,715	520,870	522,986	5,408,172
Unrealized Losses	0	0	0	0	0	1,505,318	0	2,894,632	0	0	489,279	0	4,889,229
Loss on disposal of fixed assets	0	0	0	1,508	(1,000)	0	0	0	0	0	0	0	508
Interest Expense	73,186	68,698	71,205	105,161	91,343	94,169	90,984	(570,158)	93,613	84,452	93,174	89,987	385,814
Entrance Fees Received	86,576	1,174,878	1,054,810	790,060	326,550	170,300	1,256,580	1,510,540	0	618,676	170,300	1,309,280	8,468,550
Net of Refunds of Entrance Fees	(264,498)	0	0	0	(270,160)	0	(138,866)	0	0	(39,000)	(146,458)	0	(858,982)
Transfer to WS Foundation	0	0	0	0	0	0	0	0	0	0	0	0	0
Net income available for debt service	(187,472)	1,369,036	1,092,575	866,615	202,683	178,149	1,186,638	4,193,500	(49,944)	680,948	63,747	1,338,462	10,934,937
Maximum Annual Debt Service													2,391,138
Long-Term Debt Service Coverage Ratio													4.57
Covenant Requirement													1.25
Long-Term Debt Service Coverage Ratio (without cash from Entrance Fees)													1.39

Well-Spring A Life Plan Community
 DAYS CASH ON HAND
 4/30/2019

	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	Total
Unrestricted Cash & Investments													
Operating Cash - BB&T	3,428,542	3,465,530	3,777,120	3,607,853	2,750,502	2,000,308	3,046,853	4,061,768	3,236,416	3,371,010	3,298,254	3,185,217	
General Account	741,787	672,509	919,850	942,137	1,281,256	1,320,583	1,359,301	1,000,173	1,632,465	1,557,086	968,708	1,997,121	
General - Renewal & Replacement	19,500,000	19,500,000	19,500,000	19,500,000	19,500,000	19,500,000	19,500,000	19,500,000	19,500,000	19,500,000	20,000,000	20,000,000	
NC DCI Reserve	6,029,000	6,029,000	6,029,000	6,029,000	6,029,000	6,029,000	6,029,000	6,422,000	6,422,000	6,422,000	6,422,000	6,422,000	
Market Valuation	1,061,273	668,488	1,417,145	1,598,304	1,498,676	(6,642)	344,734	(1,565,056)	(103,841)	307,974	513,375	1,158,812	
Less: Temp Restricted Net Assets	(3,027,759)	(3,027,759)	(3,027,759)	(3,027,759)	(3,027,759)	(3,027,759)	(3,027,759)	(266,011)	(266,011)	(266,011)	(266,011)	(266,011)	
YTD Less: Temp Restricted Contrib (#010)	(254,605)	(266,595)	(269,189)	(269,995)	(280,125)	(319,105)	(387,195)	-	(4,009)	(38,035)	(38,825)	(38,855)	
YTD Plus: Released From Restriction - Temp (#011)	14,949	18,788	21,685	24,230	26,819	29,881	32,226	-	3,650	8,206	8,909	12,258	
	<u>27,491,157</u>	<u>27,480,091</u>	<u>28,367,891</u>	<u>28,384,070</u>	<u>27,784,250</u>	<u>26,426,368</u>	<u>28,009,797</u>	<u>29,831,068</u>	<u>30,330,074</u>	<u>30,880,210</u>	<u>30,874,690</u>	<u>32,390,542</u>	
Operating Expenses/less Depr & Amort)													
Total Operating Expenses (Depr, Utilities, Insur, Comm Serv, Taxes)	1,722,699	1,719,517	1,748,208	1,745,695	1,778,254	1,825,739	1,783,247	1,866,781	1,915,955	1,759,644	1,822,562	1,857,738	21,822,644
Interest	73,186	68,898	71,205	105,162	94,343	94,169	80,884	93,800	93,813	84,452	93,174	89,957	1,049,773
Total Operating Expenses	<u>1,795,885</u>	<u>1,788,415</u>	<u>1,819,413</u>	<u>1,850,857</u>	<u>1,872,597</u>	<u>1,919,908</u>	<u>1,864,131</u>	<u>1,960,581</u>	<u>2,009,768</u>	<u>1,844,096</u>	<u>1,915,736</u>	<u>1,947,695</u>	<u>22,872,417</u>
Operating Expense per day													Days <u>365</u>
													<u>62,116</u>

Days Cash on Hand (175 required) **521**