

Disclosure Statement

DATE: June 1, 2019

Name of Facility: Windsor Run

**Located at: 2030 Windsor Run Lane
Matthews, North Carolina 28105**

In accordance with Chapter 58, Article 64 of the North Carolina General Statutes of the State of North Carolina:

- **this Disclosure Statement may be delivered until revised, but not after September 1, 2020**
- **delivery of the Disclosure Statement to a contracting party before execution of a contract for continuing care is required; and**
- **this Disclosure Statement has not been reviewed or approved by any government agency or representative to ensure accuracy or completeness of the information set out.**

Note: Windsor Run, LLC believes this information is accurate and complete in all material respects, so far as compliance with the disclosure requirements for Continuing Care Facilities in the State of North Carolina.

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**WINDSOR RUN
DISCLOSURE STATEMENT**

A. THE COMMUNITY PROVIDER, PERSONNEL INVOLVED, BUSINESS EXPERIENCE & INVOLVED ENTITIES:

A.1. Continuing Care Provider. The names and addresses of the Provider for Windsor Run Retirement Community is Windsor Run, LLC (sometimes referred to as “Provider,” “Windsor Run” or “Community”) a limited liability company organized under the laws of the State of Maryland and qualified to do business in North Carolina. Windsor Run is not affiliated with any religious, charitable, or other nonprofit organizations and is not intended to be a tax-exempt, charitable entity. The corporate address for the Provider is: 701 Maiden Choice Lane, Baltimore, Maryland 21228. The address of the Community is 2030 Windsor Run Lane, Matthews, North Carolina 28105.

Residents will enter into a Residence and Care Agreement (attached as Exhibit 1) with Windsor Run which will provide services to residents and receive the entrance deposits and Monthly Service Packages. Windsor Run offers two different models for the Residence and Care Agreement. Windsor Run entered into a Management and Marketing Agreement with Erickson Living Management, LLC (referred to as “Erickson Living” or “Manager”) to provide certain services for the Community. Erickson Living is organized as a limited liability company under the laws of the State of Maryland and is qualified to do business in the State of North Carolina.

A.2. Officers, Directors, Trustees, Managing and General Partners, and Certain Persons who Hold Equity or Beneficial Interests. The Provider is owned as follows: Windsor Run, LLC is a limited liability company. Erickson Living Properties II, LLC is the sole member of Windsor Run, LLC (100% interest) and is wholly owned by Erickson Living Holdings, LLC, a Maryland limited liability company.

The officers of Windsor Run are listed below with their executive biographies. The business address for all of the directors and officers of Windsor Run and Erickson Living is 701 Maiden Choice Lane, Baltimore, Maryland 21228.

Officers of Windsor Run, LLC

R. Alan Butler:	Chief Executive Officer
Debra B. Doyle:	Chief Operating Officer
Todd Matthiesen:	Chief Financial Officer
John Hall:	Treasurer
Susan L. Oliveri:	Secretary

Executive Director: George Comfort

BIOGRAPHIES

Alan Butler, Chief Executive Officer

Mr. Butler joined Erickson Living in 2010 as Chief Operating Officer and assumed his current position in 2011. As CEO, he focuses on the company's strategic growth. He spent 14 years as Treasurer of Allegis Group, Inc., the largest provider of staffing in the United States with 8,000 employees and 2009 revenue of \$6 billion. Mr. Butler was responsible for all debt placement and syndicated credit facilities, cash management activities, and advised on all mergers and acquisitions. He is currently CEO of Erickson Living and President of Redwood Capital Investments, LLC, a private investment company.

Prior to joining Allegis Group and Redwood, Mr. Butler held various credit and lending positions at Bank of America and its predecessor banks from 1986 to 1996.

Mr. Butler currently serves on the Board of Redwood portfolio companies and on the Executive Board of the Boy Scouts of America. He graduated magna cum laude from the University of Maryland, College Park with a bachelor's degree in finance and received his master's degree in business administration from Loyola College in Maryland.

Debra B. Doyle, Chief Operating Officer

Ms. Doyle is the Chief Operating Officer for Erickson Living. She is responsible for community operations and for developing and defining standards for new program initiatives, productivity and process improvement standards for all campuses. Ms. Doyle's current roles and responsibilities include delivering high-quality services to more than 23,000 residents with the support of fourteen thousand employees, who deliver through the Erickson Way Values the core programs and services that comprise the Erickson Living Lifestyle.

Previous positions at Erickson include Executive Vice President of Health and Operations and Associate Executive Director of Oak Crest in Parkville, Maryland. She also served as Senior Regional Health Services Director for the following Erickson communities: Oak Crest, Charlestown, Riderwood, and Greenspring. Before coming to Erickson, she was Chief Nursing Officer and executive director of medical services for the Greater Baltimore Medical Center.

Ms. Doyle earned an M.B.A. and a B.S. in business administration from Loyola College. She received her R.N. from St. Joseph's Hospital School of Nursing and a certification in senior living care from Johns Hopkins University. She is a member of the American College of Healthcare Executives and the American Nurses Association.

Ms. Doyle also serves as the Chairman of the Board for Franklin Square Hospital Center Operating Board and the Medstar Health – Quality, Safety and Professional Affairs Committee.

Todd Matthiesen, Chief Financial Officer

Todd Matthiesen is responsible for directing the fiscal functions of Erickson Living in accordance with generally accepted accounting principles. He plans, develops, implements and directs the organization's fiscal function and performance; participates in the development of the company's strategic plans and programs; evaluates and advises on long-range plans; and provides financial and trending analysis in order to assist the President and CEO, the managed communities' Boards, and other senior executives in the performance of their responsibilities.

Mr. Matthiesen served previously as Vice President of Finance for Erickson Living, where his responsibilities included managing and leading several corporate departments and driving the budget and audit process as well as managing the day-to-day operations of the finance function.

Prior to Erickson Living, Mr. Matthiesen was Vice President of Operations for TEKsystems, Inc. He was responsible for the financial and operational performance of the Global Services division which provided Applications and Infrastructure services in the US, Canada, Europe and India to a broad spectrum of industries. Mr. Matthiesen was also responsible for the acquisition and integration of several multi-national companies. Before his twelve-year association with TEKsystems, Mr. Matthiesen worked for Waste Management Inc., in various financial positions, including mergers and acquisitions and operations.

Mr. Matthiesen graduated from High Point College as a Presidential Scholar in 1991 with a degree in Accounting, Business Administration and Economics.

John D. Hall, Treasurer

Mr. Hall is responsible for treasury, internal audit, insurance and tax for Erickson Living and all communities that Erickson Living manages since May 2010. During this time, he has redesigned or built all four areas' primary function and focus, led the successful efforts to refinance existing bond deals, improved visibility and reporting for cash activity and treasury services within the communities and to the boards, and is instrumental in Erickson Living's tax planning efforts.

Mr. Hall spent the prior 10 years as Chief Accounting Officer of Allegis Group, Inc., the largest provider of staffing in the United States. Mr. Hall was responsible for all financial reporting, tax, insurance and risk management for Allegis Group and advised on financings and mergers and acquisitions, including the Erickson transaction and many others involving Redwood Capital Investments LLC. Prior to joining Allegis Group, Mr. Hall was in public accounting for 15 years, leaving a partnership position with a national firm to join Allegis Group in 1999.

Mr. Hall graduated from the Loyola College in Maryland in 1985 with a bachelor's degree in business administration, with a concentration in accounting. He received his CPA certificate in 1985. Mr. Hall also holds a master's degree in business administration, with a concentration in income tax, from the University of Baltimore, which he received in 1992.

Susan Oliveri, Secretary

Susan Oliveri is General Counsel and Corporate Secretary of Erickson Living and is responsible for directing the legal affairs of the Company as well as maintaining the official records of the Company. Prior to joining Erickson Living, Ms. Oliveri practiced law with Miles & Stockbridge, PC and Smith, Somerville & Case, LLC in Baltimore, MD. Her practice focused primarily on commercial finance and real estate acquisition, development and construction. She also completed a clerkship for the Honorable Lawrence Rodowsky on the Court of Appeals of Maryland.

Ms. Oliveri is a member of the American Bar Association and the Maryland State Bar Association. Ms. Oliveri has a J.D. from the University of Baltimore School of Law where she graduated magna cum laude. She also holds a Bachelor of Business Administration in Finance and Marketing from the University of Texas at Austin.

Executive Director for Windsor Run

George Comfort

George Comfort, Executive Director for Erickson Living's Windsor Run community, oversees the operations of the entire community and promotes a high standard of living for community members.

Prior to becoming Executive Director of Windsor Run in August 2017, Mr. Comfort was Associate Executive Director of Ann's Choice, at various times responsible for the General Services, Resident Life, and Philanthropy Departments of the community. Prior to joining Erickson Living, he was Executive Director of NorthBay Education, part of The Erickson Foundation and one of the largest and most innovative residential environmental education centers in the country. His strong experience in the chief executive role is complemented by his broad background in large account sales and marketing, in addition to his having completed a two-year international assignment living and working in Europe.

Mr. Comfort earned a B.S. in Computer Science and Math from Vanderbilt University, an M.A. in the Management of Aging Services from the University of Maryland Baltimore County and is one class shy of an M.A. in Counseling from the University of Cincinnati.

A.3. Business Experience of, Acquisition of Goods and Services from, and Criminal, Civil, or Regulatory Proceedings against Provider, its Officers, Directors, Trustees, Managing and General Partners, Certain Persons who Hold Equity or Beneficial Interests, and the Management.

(a) Business Experience in the Operation or Management of Similar Facilities.

The Provider, Windsor Run, is a new entity formed for the purpose of operating this Community.

Erickson Living was formed in 2009 and is the manager of the Community. The officers of Erickson Living have experience in managing and developing retirement communities

through their prior work with Erickson Retirement Communities, LLC which built an innovative network of communities that combine a maintenance-free active lifestyle with a host of amenities, social activities, and wellness and medical centers.

Erickson Living currently manages the Charlestown Retirement Community in Catonsville, Maryland, Oak Crest Village in Parkville, Maryland, Greenspring Village in Springfield, Virginia, Seabrook Village in Tinton Falls, New Jersey, Riderwood Village in Silver Spring, Maryland, Brooksby Village in Peabody, Massachusetts, Cedar Crest Village in Pompton Plains, New Jersey, Ann's Choice in Warminster, Pennsylvania, Fox Run Village in Novi, Michigan, Linden Ponds in Hingham, Massachusetts, Eagle's Trace in Houston, Texas, Highland Springs in Dallas, Texas, Maris Grove in Concordville, Pennsylvania, Wind Crest in Denver, Colorado, Tallgrass Creek in Overland Park, Kansas, Ashby Ponds in Ashburn, Virginia, Lantern Hill in New Providence, New Jersey, Devonshire in West Palm Beach, Florida, Windsor Run in Matthews, North Carolina, and Siena Lakes in Naples, Florida.

(b) Acquisition of Goods and Services. The Provider does not have any interest in any other professional service firm, association, foundation, trust, partnership, or corporation or any business or legal entity which presently intends or may provide goods, or services to the Provider at a value of \$500 or more within any year. The Provider is wholly owned by Erickson Living Properties II which will not provide goods or services to the Community at a value of \$500 or more within a year. The Executive Director, an individual, does not have a 10% or greater interest in any the Provider or in any company that will provide goods or services annually of \$500 or more to the provider, facility, or residents to the Provider.

The officers named in Section A.2 are also officers of related companies, Erickson Living Management and Erickson Living Development, that will provide certain goods or services to the Community at a value of \$500 or more within any year.

Windsor Run has entered into a Management and Marketing Agreement with Erickson Living to provide certain services for the retirement community. Windsor Run will pay a base management fee to Erickson Living currently calculated at 5% of net occupancy fees for independent living units and 5% of occupancy fees for healthcare units.

Windsor Run has engaged development services through Erickson Living Development, LLC for the construction of the Community. Erickson Living Development, LLC is also a wholly owned subsidiary of Erickson Living Holdings, LLC, which is the sole member of Erickson Living. The cost of construction will be competitively bid. These companies will not have any equitable or beneficial interests in the Provider.

(c) Status of any Criminal, Civil, or Regulatory Proceedings. The Provider, its officers, directors, trustees, managing and general partners and persons holding equity or beneficial interests: a) have not been convicted of a felony or pleaded nolo contendere to a felony charge and have not been held liable or enjoined in a civil action by final judgment in any felony or civil charge

involving fraud, embezzlement, fraudulent conversion, or misappropriation of property or moral turpitude; b) are not subject to an injunctive or restrictive order of a court, or within the past five years have not had a state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relating to business activity or healthcare, including without limitation, actions affecting a license to operate a nursing home, retirement home, home for the aged or facility registered under this chapter or similar laws in another state; and c) are not currently the subject of any state or federal prosecution, or administrative investigation involving allegations of fraud, embezzlement, fraudulent conversion, or misappropriation of property.

B. COMMUNITY DESCRIPTION

B.1. Ownership of Real Property. The property on which the Community is located is currently owned by Windsor Run, LLC. It is possible that, in connection with future construction loans, a mortgage in favor of the construction lender, will be placed on the property.

B.2. Location and Description of Real Property. The site of Windsor Run is located on approximately 85 acres in Matthews, North Carolina located on McKee Road, near the intersection with Weddington Road. The community address is 2030 Windsor Run Lane, Matthews, North Carolina 28105.

Erickson Living communities are designed to emulate a college campus atmosphere for senior citizens. The Community will be comprised of small clusters of brick buildings of various sizes and shapes. The sloped roofs, varying building heights and architecture establish the “campus” feeling. All of the buildings will be interconnected with enclosed air-conditioned and heated bridges and walkways. Residential buildings will have balconies, awnings, and patios and will be interspersed with clubhouse-style community centers that feature expansive windows and welcoming entrances.

The independent living component of the Community is built in phases according to demand. The first three phases are planned to include up to 318 independent living apartments within 3 residential buildings, in a variety of styles, and a club house. The club house contains dining options such as a restaurant and café and also may include classrooms, activity spaces, and other common areas. The club house will include a beauty salon, on-site banking services, an aquatic center and fitness center. The Community also will feature an on-site medical center with services provided by both primary care practitioners and sub-specialists.

The Community is also planned to include Continuing Care at Windsor Run, the healthcare neighborhood for the campus. The first phase Continuing Care facility is planned to include approximately 10 assisted living units and 26 nursing units. The facility will include dining rooms, resident lounges, an activity room, a bathing core, space for on-site therapy and a beauty salon and may include memory care services in the future.

As shown in Exhibit 2, the first independent living buildings opened in May 2018. The first phase of Continuing Care at Windsor Run, including assisted living and skilled nursing units, is currently projected to open in January 2021 subject to potential delays. Until the facility is open, Windsor Run will enter into transfer agreements for its residents with outside assisted living and nursing care centers until Continuing Care at Windsor Run is fully operational.

Windsor Run may also include future development with additional independent living apartments and a second phase of Continuing Care. However, Windsor Run builds in response to market demand and future development depends on future market conditions.

As the Community is built, Windsor Run will be responsible for maintaining the open spaces and travel ways within the Community. The approximate construction schedule for Windsor Run is attached to this Disclosure Statement as Exhibit 2. Construction may be delayed depending upon finalization of plan approvals and permits and due to unforeseen weather-related delays.

C. SERVICES PROVIDED & PROPOSED FEES

C.1. *Services provided under Continuing Care Contracts.* Windsor Run offers a wide array of services to its residents, depending on the setting and level of care of the resident. In independent living, Windsor Run provides use of the selected Living Unit, a Monthly Meal Credit Plan, 24 hour on-site staff and emergency alert system, all utilities including these cable/ telephone/ data services: basic cable television service (premium channels additional charge), local, long distance and international landline phone service, and wireless internet service, on-site Fitness Center basic membership (includes weekly classes as scheduled), one reserved Parking Space (note: reserved Parking Space terminates if resident no longer owns or uses a personal vehicle), maintenance and insurance of buildings, grounds and equipment, insurance for the Independent Living Unit and all items in such unit, except items owned by Resident, sewage, trash and general snow removal from common areas, and use of all public rooms and common areas of the Community.

For residents in Assisted Living, upon the opening of Continuing Care, Windsor Run provides several packages for Assisted Living residents to serve different care needs. Further details on the services available at each level of Assisted Living and additional rights and obligations in Assisted Living will be set forth in the Assisted Living Addendum to the Residence and Care Agreement. The package will generally include provision of supervision, verbal cuing and physical assistance, as appropriate for the Resident's designated care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating, prescription evaluation and planning, a service plan designed by a care team, medication administration, at least three meals per day, regularly scheduled Registered Nurse review and assessment, personal laundry service, weekly light house-keeping (generally includes vacuuming carpet/ floors, light dusting and wiping down bathrooms and kitchenette if available), assistance with Incontinence Care, regular social work team services related to cognitive, behavioral and safety issues, licensed nurse management of chronic/ stable conditions on a regular basis, 24 hour on-site

staff and emergency alert system, all utilities including these cable/ telephone/ data services: basic cable television service (premium channels additional charge), local, long distance and international landline phone service, and wireless internet service, enriching activities program, daily bed-making, one load of laundry per week, washers and dryers available free of charge, assistance with additional care points identified in the holistic assessment, maintenance and insurance of buildings, grounds and equipment, sewage, trash removal and general snow removal from common areas, and use of all public rooms and common areas of the Community.

For residents in Nursing Units, upon the opening of Continuing Care, Windsor Run will provide the listed services. Further details on the services available and additional rights and obligations in nursing care will be set forth in a Nursing Admission Addendum to the Residence and Care Agreement. The package will generally include provision of three meals a day, tray service, individual care plans, planned activities, social work services, laundry services for linens and towels owned by Windsor Run, housekeeping, Nurse/ Resident communication system, security/safety Officers on duty 24 hours, all utilities including these cable/ telephone/ data services: basic cable television service (premium channels additional charge), local, long distance and international landline phone service, and wireless internet service, maintenance of buildings, grounds and equipment, insurance on buildings, grounds and equipment, insurance of the Nursing Unit and all items in the unit, except items owned by Resident, sewage, trash and general snow removal from common areas, and use of all public rooms and common areas of the Community.

Additional services that may be available to residents include meal delivery service, housekeeping and laundry service for residents in Independent Living, additional housekeeping or additional laundry service for residents in Assisted Living or Nursing Units, extra meals for residents in Independent Living (unless covered by Monthly Meal Credit as defined in the Residence and Care Agreement, guest meals, on-site Fitness Center premium services or classes, personal storage space (limited availability), second reserved parking space (limited availability), off-campus transportation within a radius determined by the Provider, and home support services. In the future, if approved and licensed, Windsor Run may also offer memory care services for residents with different levels of programming and assistance.

Windsor Run also intends to contract with third parties to provide additional services such as visiting physician services through an on-site center, laboratory services, medical supplies, prescription drugs, and home health, therapy or rehab services.

Windsor Run will not provide hospice care, acute hospital care, or any institutional care other than care that is appropriate in an Assisted Living Unit or a Nursing Unit. Windsor Run does not provide for funeral arrangements for residents.

C.2. A Description of All Fees Required of Residents Subject to the Residence and Care Agreement, Periodic Adjustment of Such Fees and Miscellaneous Provisions regarding Residency.

C.2. (a) *Application Fee.* Prospective residents will pay a one-time application fee to Windsor Run. This fee is used to offset the costs of performing financial and health screenings and other paperwork requirements for the prospective resident. Upon submitting an application for residency in Windsor Run, each prospective resident must pay an application fee of \$150.00. Application fees collected from applicants will not be escrowed by Windsor Run.

If the Residence and Care Agreement is canceled or rescinded prior to occupancy (See Section D.3 (a) below), the Provider may retain the application fee as a reasonable service charge.

C.2. (b) *Customized Improvements Charge.* Prospective residents who desire to make customized improvements to a unit prior to moving in will pay a charge to Windsor Run for such improvements. This fee is used to offset the cost of material and labor for installing the specified improvement to the unit. The cost of any customized improvement to a unit will depend upon the improvement desired, including labor charges, and will be payable at the time of signing an agreement to install such improvements with Windsor Run. Fees paid for improvements to a unit will not be escrowed and will not be refunded.

C.2. (c) *Entrance Deposit.*

(c) (i) Payment of Entrance Deposit. Prospective residents will pay a one-time Entrance Deposit to Windsor Run. Payment of an Entrance Deposit provides a resident with the lifetime use of the Living Unit and the services and amenities available at the Community as long as the Resident complies with the Residence and Care Agreement. The Entrance Deposit to be paid by residents depends upon the size, features, and level of care provided in the living unit selected. The current price list is included below. Prospective residents will pay the Entrance Deposit in a series of deposits as follows: 1) A \$1000.00 Priority Deposit will be due when the prospective resident first submits an application for an actual living unit or to join the waiting list for a living unit at Windsor Run; 2) An additional \$4000.00 Reservation Deposit will be due when the prospective resident reserves a unit type in a particular residential building which deposit may be paid in two installments; 3) A Signing Deposit, bringing the total to 10% of the total Entrance Deposit, is due when resident signs the Residence and Care Agreement; and 4) A Final Deposit, which is the remainder of the Entrance Deposit after the prior deposits are paid, is due when the resident takes possession of the living unit.

At its sole discretion, Windsor Run may offer residents certain short-term options for payment of the Entrance Deposit including a promissory note or the Flexible Payment Program. The promissory note is typically used for a short-term loan for a delayed home sale. The form of the promissory note is included in Schedule II of the Residence and Care Agreement. Windsor Run may offer the Flexible Payment Program which allows residents to move in for a decreased Entrance Deposit and increased monthly fee. The Program allows qualifying residents to move to the Community, with a minimum payment of ten percent (10%) of the Entrance Deposit for the selected Living Unit and payment of an

additional monthly differential of Fifty Dollars (\$50.00) per each Ten Thousand Dollars (\$10,000.00) of the outstanding balance of the Entrance Deposit. The form of the Flexible Payment Program Addendum is included in Schedule II of the Residence and Care Agreement.

The current schedule of Entrance Deposits and Monthly Service Packages are shown in the following table.

**Current Entrance Deposit Schedule
And Monthly Service Packages**

Apartment Style	Approx Square Footage	2019 Monthly Fee	90% Refund Entrance Deposit	0% Refund Entrance Deposit
1Bedroom	700 – 850	\$2,131 - \$2,358	\$197,000 - \$245,000	\$128,000 - \$159,000
1Bedroom	851 – 1000	\$2,131 - \$2,358	\$212,000 - \$281,000	\$138,000 - \$182,000
1Bedroom	1001 – 1150	\$2,466 - \$2,565	\$268,000 - \$345,000	\$174,000 - \$224,000
1Bedroom	1151- 1300	\$2,642 - \$2,890	\$292,000 - \$331,000	\$190,000 - \$215,000
2Bedroom	1001 – 1150	\$2,466 - \$2,595	\$280,000 - \$363,000	\$182,000 - \$235,000
2Bedroom	1151 – 1300	\$2,683 - \$2,890	\$315,000 - \$382,000	\$205,000 - \$248,000
2Bedroom	1301 - 1500	\$2,931 - \$3,173	\$364,000 - \$480,000	\$237,000 - \$312,000
2Bedroom	1501 – 1700	\$3,256 - 43,452	\$423,000 - \$498,000	\$275,000 - \$325,000
2Bedroom	1701- 2000	\$3,514 - \$3,855	\$496,000 - \$591,000	\$322,000 - \$385,000
Second Person Fee		\$836		

Windsor Run plans to open assisted living and skilled nursing units in its Continuing Care facility which is currently planned to open in January 2021. Pricing for those services will be provided closer to opening.

(c) (ii) Escrow of Entrance Deposit. Prior to occupancy, all Entrance Deposits paid by a resident to Windsor Run will be placed in an escrow account with a bank or other escrow agent. Funds held in escrow are the property of prospective residents until released to Windsor Run. Any interest earned on funds in the escrow account will be for the benefit of Windsor Run. On the date that the resident either occupies the unit or the unit is available for immediate occupancy by the resident, the escrow agent may release the Entrance Deposit for that unit from the escrow account to Windsor Run.

Prior to occupancy, Deposits in escrow will be returned by the escrow agent to the prospective resident in the following circumstances: (i) within 30 days of the written request of the prospective resident; (ii) if the prospective resident dies before occupying a unit; (iii) if the prospective resident is determined to be ineligible for entrance into the

Community or due to the prospective resident's illness, injury, or incapacity that would preclude the applicant from occupying a living unit as well as upon death; or (iv) upon rescission of the Residence and Care Agreement pursuant to the terms of the Residence and Care Agreement. If the resident rescinds the Residence and Care Agreement within the 30 day period, Windsor Run will refund 100% of the Entrance Deposit to the resident. If the resident or Windsor Run terminate the Residence and Care Agreement after the 30 day rescission period and prior to occupancy, the Entrance Deposit is still refundable per the terms of the Care Agreement.

As new buildings are developed, the Escrow Agent will release 25% of escrow monies to Windsor Run when 50% of independent living units in a building are pre-sold, permanent financing is secured, and entrance deposits plus proceeds of financing equals 90% or more of the costs to construct and equip the facility and provide cash flow funds equal 90% or more of funds needed to fund start-up losses and assure full performance of obligations. The remaining seventy-five (75%) percent of funds can be released to Windsor Run when 75% of independent living units are presold, construction is complete and units available for occupancy.

When deposits are released to Windsor run after occupancy and the expiration of the right of rescission, residents who sign the 90% Refund Residence & Care Agreement will receive the 90% Refund Amount as described below in Section C.2.c (iv). Residents who sign the Traditional Refund Residence & Care Agreement may receive a declining refund as described below in Section C.2.c (v)

(c) (iii) Changes to Entrance Deposit. The Entrance Deposit paid by a resident will normally not increase or decrease during residency unless the resident moves to a living unit with a higher Entrance Deposit than the unit previously occupied by the resident. If the resident requests a permanent transfer from one Living Unit to another Living Unit with a higher Entrance Deposit and Windsor Run approves the transfer, the resident will pay an additional deposit for the new Living Unit. The amount of the additional deposit will vary, depending on market conditions for the resident's current Living Unit and for the desired new Living Unit at the time of the transfer. Windsor Run will advise the resident of the additional deposit prior to the transfer and the resident may then decide whether or not to proceed with the transfer. For residents with a 90% refund Care Agreement, ten percent (10%) of the additional deposit paid will be added to the Community Fee (see Residence and Care Agreement) and will be non-refundable. For residents with the Fully Declining Refund Care Agreement, the new deposit will be presumed to have been paid on the original occupancy date for that resident and subject to the same amortizing schedule. Residents are normally not entitled to a refund or decrease of the Entrance Deposit due to any temporary or permanent transfer, for whatever reason, during the Term of this Agreement. However, Windsor Run may make a partial refund of the Entrance Deposit, minus the Community Fee, in the following circumstances: 1) the Resident transfers to a smaller Independent Living Unit than the Independent Living Unit currently occupied; and 2) the Entrance Deposit for

the smaller Independent Living Unit is currently lower than the Entrance Deposit paid for the original Independent Living Unit. In these specific circumstances, Windsor Run may elect to refund the difference between the current Entrance Deposit for the new Independent Living Unit and the original Entrance Deposit paid but minus the Community Fee. See Section D.1 below for discussion of any additional deposit in the event that a resident marries after coming to the Community.

(c) (iv) Refund of Entrance Deposit – 90% Refund Care Agreement. The following sections describe how the Entrance Deposit is refunded after occupancy and the expiration of the right of rescission:

- If the Resident terminates the Residence and Care Agreement during lifetime after the Occupancy Date and the expiration of the right of rescission (See Section D.3.(a) below), Windsor Run will pay the 90% Refund Amount within sixty (60) days of the date that the Resident becomes eligible for refund from the Refund Account as described in this sub-section C.2.(c) (iv) below. The refund is paid to the duly designated beneficiaries named in the Resident's refund form or, if there is no refund form, then to the resident.
- If the Resident dies after the Occupancy Date and the expiration of the right of rescission (See Section D.3.(a) below), Windsor Run will pay the 90% Refund Amount within sixty (60) days of the date that the Resident becomes eligible for refund from the Refund Account (see below). Windsor Run will pay the 90% Refund Amount to the duly designated beneficiaries named in a refund form or, if there is no refund form, then to the Resident's estate. If one joint resident dies, there will be no refund of any portion of the 90% refund amount; instead, so long as a surviving resident continues to reside at the community, the Entrance Deposit (minus the Community Fee) shall be deemed to have been paid entirely on behalf of the surviving resident to be used for the survivor's care if necessary, and the 90% Refund Amount will eventually be paid to the survivor, to the beneficiaries named in the survivor's refund form, or to the survivor's estate.
- If Windsor Run terminates the agreement for good cause (see Section D.3.(c)), then Windsor Run shall pay the 90% Refund Amount within sixty (60) days of the date that the Resident becomes eligible for refund from the Refund Account as described in the section immediately below. Windsor Run will pay the 90% Refund Amount to the duly designated beneficiaries named in the refund form or, if there is no refund form, then to the resident.
- Windsor Run has established a Refund Account for paying the 90% refund amount per the terms of this agreement. The Refund Account is funded by the receipt of all or a portion of new Entrance Deposits from new residents who subscribe previously occupied Independent Living Units. When the Agreement terminates for any reason,

the Resident of his/ her representative must promptly vacate and remove all possessions from the Living Unit, turn in the keys, sign a Unit Release for the Living Unit, and pre-approve the final bill. If the Resident occupied any other Living Units at the Community, all previous units also must be vacated and released. When the foregoing steps are completed, Windsor Run then assigns a refund number for the Refund Account. Windsor Run pays the 90% Refund Amount based on assigned refund numbers generally proceeding in sequential order. If the Resident has the next assigned refund number in sequence, then the Resident is eligible for the 90% Refund Amount when: (i) the Resident or his/ her representative pays the final bill, and (ii) the funds in Refund Account are sufficient to fully pay the 90% Refund Amount to the Resident.

- The Refund Account is funded only when Windsor Run receives all or a portion of new Entrance Deposits from new residents who sign a Residence and Care Agreement with a 90% Refund Amount obligation for previously occupied Independent Living Units. The new resident's right of rescission must also be expired for the Refund Account to receive all or a portion of the Entrance Deposit. Windsor Run makes continued refunds from the Refund Account as new available funds are received into the Refund Account. Windsor Run has the right to temporarily suspend refunds if the Refund Account has insufficient funds to pay the next sequential refund that is due. Windsor Run pays the 90% Refund Amount based on assigned Refund Numbers generally proceeding in sequential order.

(c) (v) Refund of Entrance Deposit – Fully Declining Refund Care Agreement. The following sections describe how the Entrance Deposit is refunded after occupancy and the expiration of the right of rescission:

- If this Agreement is terminated at the election of all Residents in the Living Unit during their lifetime following the thirty day rescission period and within and including the first forty-eight (48) months from the Occupancy Date, Windsor Run will refund an amount equal to the Entrance Deposit (i) minus a processing fee of 4% of the Entrance Deposit, and (ii) minus a fee equal to 2% of the Entrance Deposit per month for each month following the Occupancy Date, including the final month of the term of this Agreement (even if such final month is only a partial month).
- If (a) either a single Resident or both Joint Residents pass away after the expiration of the thirty day rescission period and within and including the first forty-eight (48) months from the Occupancy Date, or (b) One Joint Resident passes away and the surviving Joint Resident terminates this Agreement after the expiration of the thirty day rescission period and within and including the first forty-eight (48) months from the Occupancy Date, Windsor Run will refund an amount equal to the Entrance Deposit (i) minus a processing fee of 4% of the Entrance Deposit, and (ii) minus a fee equal to 2% of the Entrance Deposit per month for each month following the

Occupancy Date, including the final month of the term of this Agreement (even if such final month is only a partial month).

- If the resident is entitled to a refund of a portion of your Entrance Deposit per the sections above, other than a termination by the Community, Windsor Run will pay the refund within one-hundred twenty (120) days after the resident or representative turns in keys and vacate any Living Unit(s), including parking or storage spaces, which the resident was occupying on the Departure Date.
- If the Community terminate this Agreement for just cause, Windsor Run will pay the resident on the Departure Date any refund to which the resident is entitled depending on your months of residency, less a reasonable offset of fees as described in Section D.3(c) hereof. Any funds that Windsor Run retains and does not use for such purposes will be refunded to the resident within 45 days after the resident turns in keys and vacates any Living Unit(s), including parking or storage spaces, which the resident was occupying on the Departure Date.
- If this Agreement terminates after the first forty-eight (48) from the Occupancy Date or later, whether due to the election of resident or Windsor Run, or due to resident's death, the resident will not be entitled to any refund of the Entrance Deposit.

C.2. (d) Monthly Service Packages. Residents pay a Monthly Service Package during the term of their residency. Monthly Service Packages are used by Windsor Run to cover operating expenses of the Community. The amount of the Monthly Service Package depends upon the size, features, and, for Assisted Living and Nursing Units, the level of care provided within the living unit selected. If two or more joint residents occupy a unit together, the joint residents will pay only one (1) Monthly Service Package and one (1) double occupancy fee for each additional joint resident. Joint residents who occupy separate units must each pay the full Monthly Service Package for their respective units. Joint residents include residents who move to the Community together as well as residents who marry after moving to the Community. Please see the table above in Section C.2 (iii) for the current Monthly Service Package.

If a Resident transfers temporarily to another unit or to an outside facility, the Resident must pay the Monthly Service Package for your permanent Living Unit in addition to the Monthly Service Package for the temporary Living Unit or the Off-Site Facility, as the case may be. The Monthly Service Package for a temporary Living Unit at the Community shall be prorated on a daily basis for the period of the temporary transfer. During the period of the temporary transfer, the Resident's Monthly Service Package for the permanent Living Unit shall be adjusted as follows: (1) if a single Resident or one Joint Resident transfers, the Monthly Service Package will be reduced by a single Non-Occupancy Credit as applicable and defined in Section 15 of this Agreement, (2) if both Joint Residents transfer from a double occupancy Unit, the Monthly Service Package will be reduced by the two-person Non-Occupancy Credit as applicable, (3) if both Joint Residents transfer,

one from a Living Unit and one from another Living Unit, each Resident's Monthly Service Package shall be reduced by the respective Non-Occupancy Credit as applicable.

If a Resident permanently transfers from one Living Unit to another Living Unit at the Community, the Resident is responsible for payment of the Monthly Service Package, pro-rated and less the Non-Occupancy Credit as applicable, for the vacated Living Unit until the Resident completely vacates, removes all possessions from the vacated Living Unit, and returns the keys for the vacated Living Unit to Windsor Run.

If the Residence and Care Agreement terminates for any reason, the Resident or his/her representative is responsible for the payment of the Monthly Service Package for the vacated Living Unit, less the Non-Occupancy Credit as applicable, for a period of up to and including ninety (90) days from the date that both of these conditions are fulfilled: (i) the Resident or his/her representative vacates the Living Unit and remove all possessions, and (ii) the Resident or his/her representative signs a Unit-Release Form for the Living Unit and return the keys. If the vacated Living Unit is re-subscribed by another new resident in less than 90 days, then the Monthly Service Package will end on the Occupancy Date for that new resident.

The Monthly Service Package is due and payable each month, in advance, within five (5) days from the date of the monthly statement. Each resident will receive a monthly statement from Windsor Run showing the Monthly Service Package charges and charges for any ancillary services. The Monthly Service Packages may be adjusted by Windsor Run upon 30 days written notice to the residents.

Monthly Service Packages are not escrowed by Windsor Run. In general, the Monthly Service Packages are not refundable. However, if the resident transfers from the living unit to another unit or leaves the Community during a month, the resident will receive a non-occupancy, as applicable, credit towards the Monthly Service Package for the days in which the living unit was not occupied.

C.2. (e) Ancillary Fees. The resident may be charged fees by Windsor Run for ancillary services. Ancillary fees are used by Windsor Run to offset the cost of performing the ancillary services. The amount of the ancillary fee depends upon the additional services selected. Payment for ancillary services is generally due in arrears the month after services are rendered.

Ancillary fees are not escrowed by Windsor Run. Fees for ancillary services which are actually rendered are not refundable. The ancillary fees may be adjusted by Windsor Run upon 30 days written notice to the residents. The Current Ancillary Fee Schedule is shown in the table below.

ANCILLARY FEE SCHEDULE

Service	2019 Rate
Non-Occupancy Credit for Absences per resident, per day (starting on 31st consecutive night):	\$12.00
Additional Mailbox Key	\$10.00
Additional car transponder	\$15.00
Additional or replacement Apartment Badge	\$20.00
Badge for Resident Family & Friends Program	\$25.00
Badge for Resident Guest	\$30.00
First Car Reserved Parking Space (Ind. Living) (resident registered car only)	No add. fee
Second Car Reserved Parking Space (Monthly if available) (resident registered car only)	\$75.00
Reserved Carport parking (Monthly if available) (resident registered car only)	\$50.00
Storage Bin (Monthly if available)	\$15.00
Maintenance Service per hour	\$40.00
Grounds Service per hour	\$40.00
Housekeeping per hour	\$35.00
Computer Services (first 30-minutes)	\$37.00
Each additional 15 minutes	\$12.00
Emergency Pendant (1-time fee)	\$50.00
Emergency Pendant Monthly Fee	\$20.00
Guest Suite	\$109 per night
Transportation	Destination Dependent
Premium TV Service	Package Dependent
Personal Training 30 minute	\$30.00
Standard Health Club Group Fitness Classes	Included
Specialty Health Club Group Fitness Classes	Add. fees apply

C.2. (f) Refurbishing Charges. Each time that a resident permanently vacates an Independent Living Unit or Assisted Living Unit, irrespective of the length of time of occupancy, Windsor Run will perform work to clean, refurbish, and restore that Living Unit. This work will generally include, but is not limited to, cleaning or replacement of carpeting and flooring, spackling and/or painting of walls, removing any customized improvements, replacement of fixtures, or any other appropriate repairs repairing any extraordinary damage, in the sole discretion of Windsor Run, to bring the Living Unit back to a like-new condition. The reasonable costs and expenses of this work (the “Refurbishing Charges”) are charged to and paid by the resident but in some situations, Windsor Run will cover some or all of the Refurbishing Charges for the Living Unit. The amount of the Refurbishing Charges will vary depending on the type of extraordinary damage incurred. Refurbishing Charges are not escrowed and are not refunded by Windsor Run and may be adjusted by Windsor Run upon written notice to the residents. The sections below describe when the resident is responsible for Refurbishing Charges and what portions are covered by Windsor Run:

- If the Resident first entered the Community in an Independent Living Unit and then permanently transfers from that Independent Living Unit to an Assisted Living Unit or to a Nursing Unit, Windsor Run will cover any portion of the Refurbishing Charges for work that is due to ordinary wear and tear. The Resident will only be responsible to pay the portion of the Refurbishing Charges for work needed to repair any extraordinary damage to the Living Unit. By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit. The Resident must also pay the reasonable costs and expenses of removing any customized improvements that he/ she made to the Living Unit unless Windsor Run specifically agrees in writing to accept those improvements for re-subscription to a new resident.
- If the Resident first entered the Community in an Independent Living Unit and then permanently leaves the Community from an Independent Living Unit, Windsor Run will cover the Refurbishing Charges for work that is due to ordinary wear and tear. The Resident will only be responsible to pay the portion of the Refurbishing Charges for work needed to repair any extraordinary damage to the Living Unit. By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit, or removing customized improvements. The Resident must also pay the reasonable costs and expenses of removing any customized improvements that he/ she made to the Living Unit unless Windsor Run specifically agrees in writing to accept those improvements for re-subscription to a new resident.
- If the Resident transfers from one Independent Living Unit to another Independent Living Unit, or if the Resident transfers from an Assisted Living Unit to any other Living Unit, or if the Resident permanently leave the Community from an Assisted Living Unit, the Resident is responsible to pay the full Refurbishing Charges.

- If the last residence at the Community is a Nursing Unit and the Resident either permanently leaves the Community from that unit or passes away while residing in the Nursing Unit, Windsor Run will cover the full Refurbishing Charges for the Nursing Unit.

(g) Miscellaneous Costs. According to the Residence and Care Agreement, residents are also responsible for procuring and maintaining Medicare insurance, Parts A and B and for Medigap insurance. Residents are also responsible for their own funeral arrangements. Windsor Run does not assist with such arrangements. Residents must also purchase renter's insurance to cover their personal property within their designated living unit, including liability insurance.

C.3. Fees and Adjustments. The Monthly Service Packages for each level of care may be revised from time to time. Windsor Run generally adjusts fees on an annual basis after having evaluated such factors that it perceives to be relevant to the costs associated with operating the Community and other financial requirements. Normally such changes will be made to become effective on January 1 of the next calendar year. However, Windsor Run reserves the right at any time with thirty (30) days' notice to residents, to adjust the Monthly Service Packages to reflect any additional cost or liability for which there is no adequate, budgeted reserve, including, but not limited to, tax liability for real estate taxes relating to the Community, increased operating expenses, and inflation. Notice to residents in assisted living may be less than thirty (30) days only if the adjustment is due to change in levels of care. Please refer to Section 7.3 of the Residence and Care Agreement.

C.4. Number of Residents under Care Agreements. The Community recently opened in the spring of 2018. At the stabilized occupancy date in July 2019 for the first phase of development, Windsor Run expects to have 263 residents under Residence and Care Agreements.

D. SPECIFIC COMMUNITY POLICIES

Many of these policies are re-printed from the Residence and Care Agreement (Exhibit 1) for Windsor Run.

D.1. Marriage After Occupancy. Joint Residents, including married couples, who occupy the same Living Unit pay one Entrance Deposit and also pay the Monthly Service Package for the selected Living Unit and the double occupancy fee. If two current single residents marry or otherwise co-habitate, they will then be treated as Joint Residents and will pay the fee structure described above. If during the term of residency, the Resident marries or co-habitates with a person who is not a resident of the Community, the new spouse or other proposed co-resident will be required to meet the Community's financial and health-related qualifications for entrance into the Community. If accepted, the fee structure for Joint Residents described above will apply for the new Resident. If the spouse or proposed co-resident is not accepted by Windsor Run, the Resident may terminate the Residence and Care Agreement in accordance with applicable provisions. If a new spouse or proposed Joint Resident is accepted as a resident in the Community but is placed in a

Living Unit, the new spouse or Resident must pay a new Entrance Deposit for the second Living Unit and must sign a separate Residence and Care Agreement for the second Living Unit and pay the Monthly Service Package for the unit.

D.2 Financial Inability to Pay. It is the policy of the Community not to terminate a resident's occupancy for the resident's financial inability to pay provided that the resident is otherwise in compliance with the terms of the Residence and Care Agreement. To the extent that it is financially feasible, the Community will assist residents who are unable to pay full Monthly Service Packages. The Community requires that, in the event that Resident claims to be unable to make full monthly payment by reason of financial inability, Resident must take any or all of the actions listed below:

(a) The Resident must take any or all of the following actions, as directed by the Executive Director. To qualify for assistance, a resident must otherwise be in compliance with the terms of such resident's Residence and Care Agreement.

(b) The Resident must file with the Executive Director, on appropriate forms provided by the Executive Director, a Statement of Financial Inability to Pay. As part of the Statement of Financial Inability, the Resident must disclose remaining available assets and income. The Executive Director will review the financial position to determine the existence of any outside assets, including any guaranty agreements, which may first be spent for the Resident's care.

(c) If the Resident has outside assets other than the Entrance Deposit, the Executive Director will establish a Spending Plan for the Resident to spend the outside assets and to obtain assistance from other available means. As part of the Spending Plan, the Resident shall assign to Provider any health-related insurance benefits and any benefits under any governmental insurance or assistance program (including Medicare), until the amount the Provider receives equals the aggregate charges for the care and services that the Resident has received from the Provider, based upon the Community's standard rates. If the Resident fails to cooperate with the Spending Plan for the outside assets, such failure may constitute just cause for termination of the Agreement due to non-payment of fees per Section D.3(c) below.

(d) For residents who have a 90% Refund Care Agreement, after the Resident completes the Spending Plan or if there are no available assets other than the Entrance Deposit, the Provider will spend-down an amount up to the Entrance Deposit minus the Community Fee. After depletion of outside assets, the Entrance Deposit (less the Community Fee) is considered available for the Resident's maintenance and support to pay any and all fees at the Community.

(e) If requested by the Provider, the Resident will transfer to an alternate Living Unit at the Community if and when available.

(f) The Resident will provide periodic statements of financial condition and copies of income tax returns as the same may be requested from time to time by the Provider and will notify the Provider of any and all assets acquired through any means thereafter, and will assign or pay such property received to the Provider in an amount equivalent to the total outstanding charges and fees, owed by the Resident.

(g) The Provider is not currently authorized to accept Medicaid for payment of Monthly Service Packages for any Living Units. If in the future the Provider is able to accept Medicaid as a payment source, then the Resident agrees to also apply for Medical Assistance if he/ she can qualify.

D.3 Termination.

(a) Termination Within Rescission Period or Prior to Occupancy. The Residence and Care Agreement may be rescinded regardless of occupancy or terminated prior to occupancy in the following circumstances: (1) Resident rescinds the Residence and Care Agreement within the later of thirty (30) days of receipt of the Disclosure Statement or execution of the Residence and Care Agreement (Resident is not required to move into the Living Unit before the expiration of the later thirty (30) day period); or (2) the Residence and Care Agreement is automatically canceled if Resident dies before occupying the Living Unit or is precluded from occupying the Living Unit as a result of illness, injury or incapacity; or (3) Windsor Run elects to terminate the Residence and Care Agreement prior to occupancy if it is determined that Resident is ineligible for entrance into the Community.

If the Residence and Care Agreement is rescinded or terminated as described in this Section D.3(a), Resident shall receive a refund of the Entrance Deposit paid, as described in Section C.2.(c) (ii), but will not receive a refund of the \$150.00 Application Fee. Resident shall not receive a refund of any costs specifically incurred by Windsor Run at Resident's request as set forth in a separate written addendum, signed by both parties. Resident shall not receive a refund of any Monthly Service Package related to actual occupancy of the Living Unit.

(b) Termination by Resident. After occupancy and after expiration of the rescission period described in Section 12.1 of the Residence and Care Agreement, Resident may terminate the Residence and Care Agreement at any time and for any reason by giving 60 days' notice to Windsor Run of his or her intention to terminate.

(c) Termination by Windsor Run. A decision by Windsor Run to terminate the Residence and Care Agreement shall be made by the Executive Director of the Community. Windsor Run may not terminate this Agreement without good cause. "Good Cause" is defined as: i) Non-payment of Fees; ii) Proof that the Resident is a danger to himself/herself or others as determined by the Executive Director and Medical Director (or their designees) in writing; iii) Repeated conduct by the Resident that interferes with other Residents' quiet enjoyment of the Community; iv) Persistent refusal to comply with reasonable written rules and regulations of the

Community; v) A material misrepresentation made intentionally or recklessly by the Resident in his or her application for residency, or related materials, regarding information which, if accurately provided, would have resulted in either a failure of the Resident to qualify for residency or a material increase in the cost of providing to the Resident the care and service under the Residence and Care Agreement; or vi) A material breach by the Resident of the terms and conditions of this Agreement.

Except for termination due to non-payment of fees, Windsor Run will give Resident sixty (60) days written notice of the termination and the reason for termination. In the event of non-payment of fees, Windsor Run will give written notice to the Resident that the Resident is in default under the Residence and Care Agreement for non-payment of fees. Windsor Run may charge Resident interest on the overdue amount of one and one-half percent (1 1/2%) per month. If Resident fails to make full payment of all outstanding fees and charges within thirty (30) days of receipt of the notice, Windsor Run may, at its election, either terminate the Residence and Care Agreement upon an additional thirty (30) days' notice or may require a spend-down of the Entrance Deposit, in accordance with the Community's spend-down procedures as generally set forth in Section 10 of the Residence and Care Agreement, to offset the overdue fees and charges. Acceptance by Windsor Run of partial payment of the fees does not constitute a waiver of the outstanding fees and charges unless Windsor Run agrees to a waiver in writing.

(d) Refund of Entrance Deposit. If the resident signs the 90% Refund Residence & Care Agreement and the Agreement is terminated by either the Resident or Windsor Run during the Resident's lifetime after the Occupancy Date and the expiration of the right of rescission, then Windsor Run will pay the 90% Refund Amount within sixty (60) days of the date that the Resident becomes eligible for refund from the Refund Account (see Section C.2.c(iv) above). Windsor Run will pay the 90% Refund Amount to the duly designated beneficiaries named in the Resident's refund form or, if there is no refund form, then to the Resident. If the Resident dies after the Occupancy Date and the expiration of the right of rescission, then Windsor Run will pay the 90% Refund Amount within sixty (60) days of the date that the Resident becomes eligible for refund from the Refund Account (see Section C.2.c(iv) above). Windsor Run will pay the 90% Refund Amount to the duly designated beneficiaries named in a refund form or, if there is no refund form, then to the Resident's estate. If one joint resident dies, there will be no refund of any portion of the 90% refund amount; instead, so long as a surviving resident continues to reside at the community, the Entrance Deposit (minus the Community Fee) shall be deemed to have been paid entirely on behalf of the surviving resident to be used for the survivor's care if necessary, and the 90% Refund Amount will eventually be paid to the survivor, to the beneficiaries named in the survivor's refund form, or to the survivor's estate.

If the resident signs the Fully Declining Refund Residence & Care Agreement and the Agreement is terminated by either the Resident or Windsor Run within 48 months of occupancy during the Resident's lifetime after the Occupancy Date and the expiration of the right of rescission, then Windsor Run will pay the declining balance refund within 120 days from the resident's Departure Date (see Section C.2.c(v) above). Windsor Run will pay the refund to the duly designated beneficiaries named in the Resident's refund form or, if there is no refund form, then to the Resident.

If the Resident dies after the Occupancy Date within 48 months from the Occupancy Date and the expiration of the right of rescission, then Windsor Run will pay the declining balance refund to the duly designated beneficiaries named in a refund form or, if there is no refund form, then to the Resident's estate. If one joint resident dies, there will be no refund of any portion of the refund; instead, so long as a surviving resident continues to reside at the community, the Entrance Deposit shall be deemed to have been paid entirely on behalf of the surviving resident to be used for the survivor's care if necessary, and any refund will eventually be paid to the survivor, to the beneficiaries named in the survivor's refund form, or to the survivor's estate. If the Agreement is terminated by the election of the resident or Windsor Run after 48 months of occupancy or if the Agreement terminates due to the resident's death after 48 months of occupancy, there will be no refund.

D.4 Vacating the Unit. Upon termination of the Residence and Care Agreement either by election of Resident, election of Windsor Run, or due to the death of the Resident, Resident or his or her representative shall sign and give to Windsor Run a Unit Release form, advising Windsor Run of the Departure Date for the Resident. Resident or his or her representative shall then be responsible to vacate the Living Unit and to remove all personal possessions from the Living Unit. Windsor Run shall have the right to show the Living Unit to interested applicants as of the date indicated in the Unit Release Form.

If Resident fails to vacate the Living Unit by the indicated Departure Date or, in the event of a termination by Windsor Run, within the required time from the notice of termination as provided in Section 12.3 of the Residence and Care Agreement, Windsor Run shall have the right to store the Resident's possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility, all at Resident's expense until disposition can be made. Windsor Run assumes no responsibility for Resident's stored possessions

D.5 Availability of Living Unit. A permanent transfer is a transfer of indeterminate duration. During a permanent transfer, Resident will be requested to release the Living Unit. After a permanent transfer, if Resident is able to qualify to return to the Living Unit previously occupied at the Community or to a different, medically appropriate Living Unit at the Community, Resident will have the right to occupy the Unit subject to availability of such Unit and Resident will be given priority over non-residents on the waiting list for the Community.

D.6 Admission of New Residents. In order to become a resident, an applicant must be 62 years of age or older. From a financial standpoint, Windsor Run generally requires that a prospective resident have assets and income equal to the expected cost of at least 40 months of nursing care and reasonable disposable income and available resources to preserve this amount. If the prospective resident is not able to financially qualify, Windsor Run may consider a guaranty to financially qualify the resident by guarantying payment to Windsor Run in the form of additional assets or income. The guaranty is an addendum to the Residence and Care Agreement and sample forms are included in Schedule II of the Agreement. Windsor Run will also review the prospective resident's profile and will conduct a pre-residency interview with the prospective resident. Pre-residency interviews are

meant to assist Windsor Run in determining the appropriate care and services to support the prospective resident, whether independent living, assisted living, or nursing care. If Windsor Run does not have an appropriate level of care for the individual, it will so inform the applicant and will refund any portions of the Entrance Deposit paid. In the event an applicant's health status or financial situation changes between entering into the Residence and Care Agreement and initial occupancy at Windsor Run, Windsor Run reserves the right to review the changed circumstances and reconsider admission.

D.7. Access to Facility by Non-Residents. Residents are welcome to have family and friends visit their new home. Guests of residents may take meals at the Community for an additional fee. All visitors are subject to Windsor Run's reasonable rules and regulations for use of the Community. Residents may not assign the right to occupy the living unit to any other person and may not have other persons live in the unit on a permanent basis. Windsor Run may also make certain meeting rooms and the planned conference center available for public meetings.

D.8. Transfers.

(a) Transfer at Resident's Election. A Resident may elect to transfer, on a temporary or permanent basis, to an alternate Independent Living Unit, an Assisted Living Unit, Nursing Unit or an Off-Site Facility by giving notice to Windsor Run. All transfers within the Community shall be subject to the availability of the elected alternate Living Unit and subject to Windsor Run's approval.

(b) Non-Emergency Transfer at Windsor Run's Election. All decisions regarding a transfer of any resident, except for emergency transfers, shall be made by a committee consisting of the Executive Director (or his or her designee) and the Medical Director (or his or her designee) (collectively referred to as the "Committee"). The Committee will consult with Resident or his/ her legal representative and with a Guarantor or ombudsman, if requested. Windsor Run attempts to interact with Resident / representative with the goal of achieving a consensus on the need for a transfer although a consensus is not always achieved. A Resident will not be transferred, temporarily or permanently, to a different Living Unit unless (1) in the opinion of the Committee, such transfer is deemed appropriate for the protection of the Resident's health and/or safety or the general and/or economic welfare of other residents, (2) in the opinion of the Committee, the transfer is deemed necessary due to financial inability to pay the Monthly Service Package, or (3) in the case of a permanent transfer to an Off-Site Facility that provides treatment for mental disorders, the need for such transfer is certified by two physicians or one physician and one psychologist. If the transfer is due to event (1) or (3) listed above and the Living Unit is occupied by a Joint Resident, the remaining Joint Resident may continue to occupy the Living Unit. The Committee shall give thirty (30) days advance written notice of the proposed transfer. The Resident/ representative shall notify Windsor Run of any objection to the permanent transfer within ten (10) days of receipt of the notice. If the Resident/ representative do not consent to the transfer, the Committee may, in its discretion and in lieu of a transfer, require Ancillary Services be provided. If the Resident/ representative do

not consent to either the transfer or the provision of Ancillary Services, Windsor Run may consider such refusal to constitute just cause to terminate the Agreement (see Section D1 above).

(c) **Emergency Transfer at Windsor Run's Election.** If the Resident's health and safety or the health and safety of other residents require immediate action, the Executive Director with the approval, if reasonably obtainable, of the Medical Director, may transfer the Resident from the current Living Unit to a different Living Unit or an Off-Site Facility, on a temporary or permanent basis. Emergency circumstances arise when there is a danger of immediate, irreparable harm to the Resident's health and safety or to the health and safety of other people at the Community. In the event that the Resident is required to be transferred to Continuing Care at Windsor Run during a period that he/ she is suffering from legal incompetency, the Resident agrees to be bound by the terms of the Agreement in effect at the time of such transfer.

D. 9 Other Community Policies.

(a) **Rules.** Windsor Run has the right to promulgate reasonable rules and regulations governing the conduct of the residents. Residents enjoy the fullest measure of independence consistent with their accommodation, subject, however, to the limitations of the Community's reasonable rules and regulations now or hereafter adopted for the conduct and care of all residents including those in the Resident Handbook which residents acknowledge receiving. Residents agree to abide by all such rules and regulations, and generally to conduct themselves in such a manner as to promote the peace and harmony of the Community. Residents accept Windsor Run's right and authority to enter the Living Unit in order to carry out the purpose and intent of the Residence and Care Agreement including (1) performance of authorized housekeeping duties; (2) response to medical emergencies; (3) responses to fire protection systems; (4) entry by authorized personnel in the event that a Resident is reported missing or have not responded to a call; (5) scheduled maintenance activities; and (6) enforcement of the Community's policies and procedures. Windsor Run acknowledges and respects the Resident's right to privacy and agree to limit uninvited entry into the Living Unit at the Community to the situations set forth in this paragraph.

(b) **Property Rights.** The Resident acknowledges that, except as expressly set forth in this Agreement, the rights and privileges granted by this Agreement do not include any right, title, lease, or any other interest in any part of the personal property or real property - including land, buildings and improvements - owned, leased or administered by us. The resident's rights are limited to the rights provided in this Agreement for services and the occupancy of the Living Units. Except for your right to occupy the Living Unit, any rights, privileges or benefits under this Agreement shall be subordinate to any mortgage or deed of trust or leasehold interest on any of the premises or interest in Windsor Run's real and personal property, to all amendments, modifications, replacement or refunding, of any such mortgage or deed of trust or leasehold interest, and to such reasonable rules and regulations governing the use of the property as shall from time to time be imposed by us. The resident agrees, upon request, to execute and deliver any document which is required to this effect by us, or by the holder of such mortgage or deed of trust or leasehold interest to effect such

subordination or to evidence the same, and appoint Windsor Run as his/ her attorney-in-fact to accomplish that purpose.

(c) *Unauthorized Transfers of Property.* The financial information which a Resident submitted is a material aspect upon which Windsor Run reasonably relied in determining the qualifications for becoming a resident of the Community. Being able to meet the financial criteria to become a resident helps assure the financial stability of this Community. In determining financial criteria for residency, Windsor Run considers the applicant's reported income and assets in light of the Community's current and future commitments and obligations. Furthermore, Windsor Run will take every reasonable step to assist residents who have depleted those assets through normal living expenditures so that he or she may continue to remain as a resident of the Community. However, in order to protect the Community from a situation wherein a resident divests him/herself of those assets for the purpose of qualifying for assistance or reduction of Monthly Service Packages, the Resident agrees not to divest himself/ herself of, to sell, or transfer any assets or property interests (excluding expenditures for normal living expenses) that reduces the assets that the Resident or his/ her representative disclosed as available assets for you on admission, without having first obtained the Community's written consent.

(d) *Non-Smoking Policy.* The Resident must agree to abide by the Community's prohibition against smoking, e-smoking or vaping in the Living Unit, including balconies or patios, and in common areas. Resident guests, or contractors are also prohibited from smoking, e-smoking or vaping in the Living Unit or in the common areas of the Community. Failure to abide by the non-smoking policy may be viewed as cause to terminate the Residence and Care Agreement.

E. FINANCIAL INFORMATION

E.1. *Reserve Funding & Investments .* In accordance with the provisions set forth in the North Carolina Continuing Care Retirement Communities Act, Windsor Run maintains reserves in an amount equal to 50% of the total operating costs of the facility forecasted for the 12 month period following the period covered by the most recent Disclosure Statement filed with the Department of Insurance. The amount will be calculated per agreement with the Insurance Commissioner. Until such time as the Provider achieves positive cash flow, the source of these reserve funds shall be funding from the owner, Erickson Living Holdings, LLC. The reserve funds will be deposited in a Windsor Run account with Bank of America, N.A., a national banking association. The operating reserve shall only be released upon the submittal of a detailed request from the provider or facility and must be approved by the Commissioner. Such requests must be submitted in writing for the Commissioner to review at least 10 business days prior to the date of withdrawal. Investments for Windsor Run will be managed by John Hall, Treasurer for the company. Mr. Hall's biography is included in Section A.2.

E.2. *Certified Financial Statements.* Certified financial statements for the Provider is included in Exhibit 3 of this Disclosure Statement. These statements reflect the start-up of the Community.

E.3. Pro Forma Income Statements. The 5 year financial forecast is attached to this Disclosure Statement as Exhibit 4.

E.4. Anticipated Source and Application of Purchase or Construction Funds.

(a) Estimated Cost of Purchase and Construction Prior to Commencing Operations. The estimated budget for the purchase, construction, and development of Windsor Run and the assumptions are attached to this Disclosure Statement as Exhibit 4.

(b) Description of long-term financing. Windsor Run anticipates funding construction through its own capital or through its owner. Priority or other preliminary deposits received from prospective residents are placed in an escrow account with a bank or other escrow agent. Funds held in escrow are the property of prospective residents until the final entrance deposit is released to Windsor Run when the resident either occupies the unit or the unit is available for immediate occupancy by the resident. The entrance deposits are used to fund the balance of the project.

(c) Estimate of Total Entrance Deposits Received From Residents Prior to Commencement of Operations. Windsor Run collected approximately \$5,500,000 in priority or other preliminary deposits prior to the opening of the first building in the Community.

(d) Estimate of Funds, if any, Necessary to Fund Start-up Losses and Reserve Funds. Start-up losses and reserve funds will be funded through Erickson Living Holdings, LLC. Please refer to Exhibit 4 of this Disclosure Statement for assumptions concerning the development of the campus.

(e) Projection of Estimated Income from Fees and Charges other than Entrance Deposits. Please refer to Exhibit 4 of the Disclosure Statement for assumptions concerning other income to be received in addition to entrance deposits and assumptions concerning absorption/ occupancy for Windsor Run. Please refer to Exhibit 4 for the spreadsheet showing projections of estimated income through completion of the Community. It is assumed that no government subsidies will be provided for health care services.

(f) Projection of Estimated Operating Expenses. Please refer to Exhibit 4 of this Disclosure Statement for the assumptions and anticipated occupancy for projected operating expenses of Windsor Run. Please refer to Exhibit 4 for the spreadsheet showing the projections of estimated operating expenses through completion of the Community.

TABLE OF EXHIBITS

Exhibit 1:	Residence and Care Agreement
Exhibit 2:	Anticipated Project Schedule
Exhibit 3:	Certified Financial Statements of Provider
Exhibit 4:	Forecasted Financial Statements
Exhibit 5:	Balance Sheet, Income Statement and Statement of Cash Flows
Exhibit 6:	Explanation of Material Differences

EXHIBIT 1

RESIDENCE AND CARE AGREEMENT

Summary: The Residence and Care Agreement details the services the resident will receive, the facilities the resident will use, the rights and responsibilities the resident will accept, and the costs associated with living at the community. In addition to the Residence and Care Agreement, there are various sample ancillary forms such as refund forms, the promissory note, etc. These are samples only and every form does not necessarily apply to every resident.

Windsor Run offers two different models: the 90% Refund Agreement and the Fully Declining Refund Agreement. Both models are included in this Exhibit 1.

***WINDSOR RUN
RESIDENCE AND CARE AGREEMENT***

June 2019

THIS MATTER INVOLVES A SUBSTANTIAL FINANCIAL INVESTMENT AND A LEGALLY BINDING CONTRACT. IN EVALUATING THE DISCLOSURE STATEMENT AND THE CONTRACT PRIOR TO ANY COMMITMENT, IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY AND FINANCIAL ADVISOR OF YOUR CHOICE, IF YOU SO ELECT, WHO CAN REVIEW THESE DOCUMENTS WITH YOU.

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SCHEDULE II- DOCUMENTS INCORPORATED

WINDSOR RUN
RESIDENCE AND CARE AGREEMENT

This Residence and Care Agreement (the "Agreement") is made and entered into the _____ day of _____, _____ by and between WINDSOR RUN, LLC. (referred to in this Agreement as "We", "us" or "Windsor Run") and _____ (referred to in this Agreement as "You" or the "Resident(s)").

RECITALS

R.1 Windsor Run Retirement Community (the "Community") is a continuing care retirement community located in Matthews, North Carolina, offering various living accommodations and services to seniors, as described herein.

R.2 WINDSOR RUN is a certified continuing care provider under the laws of the State of North Carolina. WINDSOR RUN desires to provide certain services listed in this Agreement to Resident and Resident desires to receive such services.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. DESCRIPTION OF COMMUNITY

The Community is planned to include Independent Living Units, Assisted Living Units, Memory Care Units, and Nursing Units. The Community is a smoke-free, tobacco-free campus and you agree to abide by our rules restricting smoking and use of tobacco products.

1.1 Independent Living Units. The Community is planned to include over 300 Independent Living Units in the first phase of development with the potential for additional Independent Living Units in future phases. The Community will also include community spaces such as dining areas, a beauty salon, classrooms, card rooms, lounges and other common areas. We also plan to feature amenities such as a center for on-site physician visits, a pool, and fitness center.

1.2 Continuing Care at Windsor Run. Continuing Care at Windsor Run refers to our on-site health care neighborhood. Each floor of the facility is planned to include a dining room, a resident lounge, activity rooms and a bathing core. The initial phase of Continuing Care at Windsor Run is planned to include approximately 10 Assisted Living Units and 26 Nursing Units, with different service packages. Continuing Care may in the future also include Memory Care Units. We anticipate that the aggregate number of Living Units will adequately serve the needs of Community residents. However, in the unusual circumstance that the Assisted Living Units are fully occupied, our Medical Director, or his or her designee, first will arrange for

Ancillary Services to be offered in Resident's Independent Living Unit and second, if necessary, will assist in arranging for a transfer to an Off-Site Facility in the immediate area. See Section 8.4 for fees payable by you in the event of such a transfer. Continuing Care at Windsor Run is anticipated to open in 2018 but the opening date and number of units are approximate and may change according to regulatory requirements, weather conditions, market demands, etc. Until the facility is opened, we will enter into transfer agreements for residents with outside assisted living, memory care services, and nursing care.

Section 2. TERM

The Term of this Agreement shall commence on the date on which this Agreement is executed by you and us and shall continue for your lifetime unless the Agreement is terminated earlier per Section 12 of this Agreement.

Section 3. LIVING ACCOMMODATIONS

3.1 Your Right to Occupy. You have the right to occupy and to use the following Living Unit: _____, as-is, from the Occupancy Date to the Departure Date, subject to provisions for a change in accommodations as provided in Section 11 of this Agreement. You may not assign or sublet the right to occupy a Living Unit to any other person. We will provide the Living Unit, in good condition, with neutral painted walls, and with standard carpeting/ and or floors in Independent Living Units and Assisted Living Units including Memory Care Units.

3.2 Joint Residents. When two (2) or more residents reside together in a selected Living Unit, they are considered to be Joint Residents. Each Joint Resident is required to meet our financial requirements for entrance into the Community, as well as our health qualifications for occupancy of a selected Living Unit, whether the prospective Joint Residents move to the Community together or on different dates.

3.3 Rights of New Spouse. If during the term of residency, you marry a person who is not a resident of the Community, your new spouse will be required to meet our financial and health-related qualifications for entrance into the Community. The financial qualifications are meant to serve as a financial protection for our larger community of residents. We reserve the right to determine the appropriate level of care within the Community for the spouse or to determine that there is not an appropriate level of care within the Community for the spouse. If your spouse is not accepted, you may terminate this Agreement per Section 12.2 hereof. If your spouse is accepted for residency, the fee structure described in Sections 7.3.2 and 8.2 for Joint Residents will apply.

3.4 Resident's Obligation to Furnish & Maintain Unit. You are responsible for furnishing the Independent Living Unit, the Assisted Living Unit, or the Memory Care Unit for procuring insurance for personal possessions and furnishings. We will provide furnishings and equipment, if required by law, for Assisted Living Units or Memory Care Units. We will provide furnishings and equipment, as required by law, for Nursing Units. You are also responsible to maintain any Living Unit in which you reside in reasonably clean and habitable condition.

3.5 Customized Improvements. You may decorate the Living Unit to your personal taste with pictures, window treatments, and the like, so long as such decorations are not permanent fixtures to the Unit or can be easily removed without damaging the structural integrity of the Unit. All other customized improvements to any Independent Living Unit or Assisted Living Unit that you want to undertake either before or after the Occupancy Date must be approved in writing by the Executive Director. If you contract with an outside contractor, the selection of your contractor and the proposed plans or work must be approved by the Executive Director. If you contract with us to do the work, we will sign a contract to agree upon the extent of work and the charges related to the work to be done. For charges related to the removal of any improvements, please see Section 9.4. No customized improvements may be made to a Nursing Unit.

Section 4. SERVICES TO RESIDENTS

We will make available the following services to you, as applicable, for the appropriate Monthly Service Package, during your residency here, unless the Agreement is terminated earlier per Section 12. We may change your Monthly Service Package or the scope of services or care only after we provide you with thirty (30) days advance notice of the change, except for changes required by State or Federal assistance programs.

4.1 Independent Living Services. We provide the following Covered Services included in the Monthly Service Package for Independent Living:

- Monthly Meal Credit Plan (see Section 15);
- 24 hour on-site staff and emergency alert system;
- All utilities including these cable/ telephone/ data services:
 - Basic Cable television service (premium channels additional charge);
 - Local, Long Distance and International landline phone service;
 - Wireless internet service;
- On-site Fitness Center basic membership (includes weekly classes as scheduled);
- One Reserved Parking Space per Living Unit (see Section 15)
- Maintenance and insurance of buildings, grounds and equipment;
- Insurance for the Independent Living Unit and all items in such unit, except items Owned by Resident;
- Sewage, trash and snow removal from common areas only; and
- Use of all public rooms and common areas of the Community.

4.2 Assisted Living Services. Upon the opening of our Continuing Care building, we will provide several packages for Assisted Living residents to serve different care needs. The services listed below are included in most care packages but some services may not be available for certain care packages. Further details on the services available at each level of Assisted Living and additional rights and obligations in Assisted Living will be set forth in the Assisted Living Addendum to the Residence and Care Agreement:

Provision of supervision, verbal cuing and physical assistance, as appropriate for the Resident's designated care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating;
 Memory Care services (with designated Memory Care Unit)
 Prescription evaluation and planning;
 Service plan designed by a care team;
 Medication administration;
 At least three meals per day;
 Regularly scheduled Registered Nurse review and assessment;
 Personal laundry service;
 Weekly Light House-keeping (See Section 15);
 Assistance with Incontinence Care;
 Regular social work team services related to cognitive, behavioral and safety issues;
 Licensed nurse management of chronic/ stable conditions on a regular basis;
 24 hour on-site staff and emergency alert system;
 All utilities including these cable/ telephone/ data services:
 Basic Cable television service (premium channels additional charge);
 Local, Long Distance and International landline phone service;
 Wireless internet service;
 Maintenance and insurance of buildings, grounds and equipment;
 Sewage, trash and snow removal from common areas only; and
 Use of all public rooms and common areas of the Community.

4.3 Memory Care Services. Upon the opening of our Continuing Care building, we will provide memory care services for residents to serve different care needs. The services listed below are included in most care packages but some services may not be available for certain care packages. Further details on the services available and additional rights and obligations will be set forth in a contract Addendum to the Residence and Care Agreement:

Provision of supervision, verbal cuing and physical assistance, as appropriate for the Resident's designated care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating;
 Memory Care services/ programming
 Prescription evaluation and planning;
 Service plan designed by a care team;
 Medication administration;
 At least three meals per day;
 Regularly scheduled Registered Nurse review and assessment;
 Personal laundry service;
 Weekly Light House-keeping (See Section 15);
 Assistance with Incontinence Care;
 Regular social work team services related to cognitive, behavioral and safety issues;
 Licensed nurse management of chronic/ stable conditions on a regular basis;
 24 hour on-site staff and emergency alert system;
 All utilities including these cable/ telephone/ data services:

Basic Cable television service (premium channels additional charge);
Local, Long Distance and International landline phone service;
Wireless internet service;
Maintenance and insurance of buildings, grounds and equipment;
Sewage, trash and snow removal from common areas only; and
Use of all public rooms and common areas of the Community.

4.4 Nursing Care Services. Upon the opening of our Continuing building, we will provide the following Covered Services included in the Nursing Fee. Further details on the services available for nursing care will be set forth in the Nursing Admission Addendum to the Residence and Care Agreement:

Nursing care;
Three meals a day;
Tray service;
Individual care plans;
Planned activities;
Social work services;
Laundry services for linens and towels owned by us;
Housekeeping;
Nurse/ Resident communication system;
Security/Safety Officers on duty 24 hours;
Basic Cable Service (premium channels additional charge);
All utilities including these cable/ telephone/ data services:
 Basic Cable television service (premium channels additional charge);
 Local, Long Distance and International landline phone service;
 Wireless internet service;
Maintenance of buildings, grounds and equipment;
Insurance on buildings, grounds and equipment;
Insurance of the Nursing Unit and all items in the unit, except items owned by Resident;
Sewage, trash and snow removal from common areas only; and
Use of all public rooms and common areas of the Community.

Section 5. ANCILLARY SERVICES

5.1 Services Available through WINDSOR RUN. In addition to the Covered Services described earlier in Sections 4.1, 4.2, 4.3, and 4.4, we expect to also make the following services available to you subject to availability as noted below. Other services that are not currently listed may also be available. Some of these services may be arranged and coordinated by Windsor Run but delivered by an outside provider depending on demand. We may change the scope of or fees charged for such Ancillary Services only after providing you with thirty (30) days advance notice, except for changes required by State or Federal assistance programs.

Meal Delivery service;
Housekeeping and laundry service for residents in Independent Living

Additional housekeeping or additional laundry service for residents in Assisted Living or Memory Care Units;
Extra meals for residents in Independent Living (unless covered by Monthly Meal Credit as defined);
Guest meals (unless covered by Monthly Meal Credit as defined);
On-site Fitness Center premium services or classes;
Personal storage space (limited availability);
Second Reserved parking space (limited availability);
Off-campus transportation within a radius determined by us;
Home support services

5.2 Services Available through Outside Providers. We expect to contract or make arrangements with outside providers to provide the following services to you at the Community: visiting physician services through an on-site center; laboratory services; medical supplies; prescription drugs, home health, therapy or rehab services. These services will be provided at an additional fee and will be billed separately by the outside provider. Such services may be covered by Medicare or by resident's other medical insurance. We do not charge any additional fee for use of or access to these outside providers. These services will be phased in as the Community is developed and some services may not be immediately available.

5.3 Services Not Provided. We do not provide hospice care, acute hospital care, or any institutional care other than care that is appropriate in an Assisted Living Unit, a Memory Care Unit, or a Nursing Unit, or otherwise covered under the terms of this Agreement. We will assist with any necessary transfers to such facilities; however, you will be responsible for the cost of such care.

Section 6. OTHER RESIDENT RIGHTS

6.1 Residents' Association. You have the right to participate fully in a Residents' Association, or other organization of residents by whatever name designated and to meet privately to conduct business.

6.2 Resident Guests. You have the right to receive guests and visitors at the Community and to allow such guests and visitors to stay in an Independent Living Unit on a temporary basis, subject to our reasonable policies and procedures for use of the Community. Guest meals (unless covered by the Flex Monthly Meal Plan as defined) will be treated as an Ancillary Service, the costs of which are chargeable to you.

6.3 Physicians and Other Professionals. You have the right to select attending physicians and other health care professionals, provided such physicians or other health care professionals shall agree to follow our reasonable policies and procedures and applicable federal and state laws, rules and regulations. You are not required to use any of the on-site physician services.

Section 7. ENTRANCE DEPOSIT

7.1 Payment of Entrance Deposit. You will pay or have paid to us a total Entrance Deposit as shown in Section 16 of this Agreement. The payment of the Entrance Deposit may be made in a series of deposits on or before taking occupancy of your Living Unit at the Community. For Joint Residents, the total Entrance Deposit shall be deemed to be a joint asset of the Joint Residents with a right of survivorship and may be used for the care of either Joint Resident. Ten percent (10%) of the Entrance Deposit is designated as the non-refundable Community Fee.

7.2 Escrow of Deposit and Release from Escrow. The deposits made by you towards the total Entrance Deposit will be held in escrow in a banking institution in North Carolina, acting as an escrow agent. While held in escrow, Entrance Deposits are considered the property of the prospective resident but any interest earned will be for the benefit of Windsor Run. Prior to occupancy of a Living Unit, Entrance Deposits deposited in escrow will be returned to a prospective resident before occupancy: (i) within thirty days of the written request of the Resident; ii) if Resident is precluded from occupying a unit due to death, injury, incapacity, or illness; iii) if Resident is determined to be ineligible for entrance into the community; or iv) upon rescission of the Residence and Care Agreement pursuant to Section 12 of this Agreement.

As new buildings are developed, the escrow agent will release 25% of escrow monies to Windsor Run when 50% of independent living units in a building are pre-sold, permanent financing is secured, and entrance deposits plus proceeds of financing equals 90% or more of the costs to construct and equip the facility and provide cash flow funds equal 90% or more of funds needed to fund start-up losses and assure full performance of obligations. Seventy-five (75%) percent of funds can be released to Windsor Run when 75% of independent living units are presold, construction is complete and units available for occupancy.

When the Entrance Deposit is released in full, we can fully use the Entrance Deposit including the Community Fee. We normally use the Entrance Deposits for financing, operational costs, or Entrance Deposit refunds for the Community. Appreciation in new Entrance Deposits will normally be used by us generally for capital repairs and improvements to benefit the Community and for any reserve funds. However, you will retain the right to the 90% Refund Amount as discussed in this Section 7. No interest shall be accrued or paid to you on your Entrance Deposit.

7.3 Adjustments to Entrance Deposit. You will not be required to pay an additional or increased Entrance Deposit as long as you reside in your original Living Unit. You retain the right to the 90% Refund Amount, upon the termination of this Agreement, as discussed in Sections 7.4, 7.5, and 7.6 of this Agreement. Your Entrance Deposit, minus the Community Fee, is also available for your maintenance and support as provided in Section 10.

7.3.1 If you request a permanent transfer from one Living Unit to another Living Unit with a higher Entrance Deposit and we approve the transfer, you must pay to us an additional deposit for the new Living Unit to which you are transferring. The amount of the

additional deposit will vary, depending on market conditions for your current Living Unit and for the desired new Living Unit at the time of the transfer. We will advise you of the additional deposit prior to the transfer and you may then decide whether or not to proceed with the transfer. Ten percent (10%) of the additional deposit paid will be added to the Community Fee and will be non-refundable.

7.3.2 If your new spouse is accepted as a resident in the Community and is placed in a Living Unit other than your current Living Unit (see Section 3.2 of this Agreement), you and your new spouse must pay us an additional Entrance Deposit for the spouse's Living Unit and the new spouse must sign a separate Residence and Care Agreement for the new Living Unit.

7.3.3 You will normally not be entitled to a refund or decrease of the Entrance Deposit due to any temporary or permanent transfer, for whatever reason, during the Term of this Agreement. However, we may make a partial refund of the Entrance Deposit, minus the Community Fee, to you in the following circumstances: 1) You transfer to a smaller Independent Living Unit than the Independent Living Unit which you currently occupy; and 2) the Entrance Deposit for the smaller Independent Living Unit is currently lower than the Entrance Deposit that you originally paid for an Independent Living Unit. In these specific circumstances, we may elect to refund the difference between the current Entrance Deposit for your new Independent Living Unit and the original Entrance Deposit paid by you but minus the Community Fee.

7.3.4 We offer the Flexible Payment Program that reduces the Entrance Deposit together with an increase in the Monthly Service Package. The Entrance Deposit is reduced to the specific amount described in the Flexible Payment Program Addendum, attached and incorporated hereto as Schedule II. The fees, terms and conditions of, and eligibility for participation in the Flexible Payment Program are determined by us in our sole discretion. If we and you agree that you may participate in the Flexible Payment Program, then you must sign the Flexible Payment Program Addendum, a copy of which is included in Schedule II.

7.4 Refund of Entrance Deposit Within Rescission Period or Prior to Occupancy. We shall pay a refund of the Entrance Deposit to you or your representative, as appropriate, if the agreement is terminated within the thirty (30) day rescission period as described in section 12.1 hereof, regardless of whether you occupy the unit. In addition, we shall pay a refund of the Entrance Deposit to you if the agreement is terminated after the rescission right expires but prior to the Occupancy Date as described in section 12.1. We will refund the Entrance Deposit within thirty (30) days following the rescission or the pre-occupancy termination, as the case may be. If one joint resident dies prior to occupancy, the remaining resident may, but is not required to, rescind this agreement. The surviving resident may also request a different living unit and we will refund or charge any difference in the Entrance Deposit between the living units; provided, however, that this election is made in writing at least thirty (30) days prior to occupancy. Per Section 9.1 of this Agreement, we may keep the Application Fee as a reasonable processing charge.

7.5 Refund of Entrance Deposit after Occupancy. If you do not rescind the Agreement per Section 12.1 and you occupy the Living Unit after expiration of the rescission period and subject to the terms and conditions of this Agreement, then we shall pay the 90% Refund Amount as provided in this Section 7.5 and Section 7.6. Your refund will be equal to ninety percent (90%) of the total Entrance Deposit unless: (i) the Entrance Deposit, minus the Community Fee, has been partially or fully spent down for your care and maintenance per Section 10 of this Agreement, or (ii) you or your representative, as the case may be, elect to deduct any outstanding fees and charges from the 90% Refund Amount for your convenience.

7.5.1 Termination By Resident During Lifetime. If you terminate the Agreement at any time after the Occupancy Date and the expiration of the right of rescission, we will pay the 90% Refund Amount within sixty (60) days of the date that you become eligible for refund from the Refund Account per Section 7.6. We will pay the 90% Refund Amount to the duly designated beneficiaries named in your refund form or, if there is no refund form, then to you as the resident.

7.5.2 Termination Due To Death of Resident. If you die after the Occupancy Date and the expiration of the right of rescission, we will pay the 90% Refund Amount within sixty (60) days of the date that you become eligible for refund from the Refund Account per Section 7.6. We will pay the 90% Refund Amount to the duly designated beneficiaries named in a refund form or, if there is no refund form, then to your estate. If one joint resident dies, there will be no refund of any portion of the 90% refund amount; instead, so long as a surviving resident continues to reside at the community, the Entrance Deposit (minus the Community Fee) shall be deemed to have been paid entirely on behalf of the surviving resident to be used for the survivor's care if necessary, and the 90% Refund Amount will eventually be paid to the survivor, to the beneficiaries named in the survivor's refund form, or to the survivor's estate.

7.5.3 Termination by WINDSOR RUN. If we terminate the agreement for good cause (see subsection 12.3 of this Agreement), we shall pay the 90% Refund Amount within sixty (60) days of the date that you become eligible for refund from the Refund Account per Section 7.6. We will pay the 90% Refund Amount to the duly designated beneficiaries named in your refund form or, if there is no refund form, then to you as the resident.

7.6 Refund Account & Refund Eligibility. These provisions describe how we pay the 90% Refund Amount to you, your representative, or beneficiaries, as the case may be:

7.6.1 We have established a Refund Account for paying the 90% refund amount per the terms of this agreement. The Refund Account is funded by the receipt of all or a portion of new Entrance Deposits from new residents who subscribe Participating Independent Living Units. Please see the definition of "Refund Account" in Section 15 for explanation on funding the Refund Account and Participating Independent Living Units. When the Agreement terminates during your lifetime for any reason or if the Agreement terminates due to your death, you or your representative must promptly vacate and remove all possessions from the Living Unit, turn in the keys, sign a Unit Release for the Living Unit, and pre-approve the final bill. If you occupied any other

Living Units at the Community, all previous units also must be vacated and released. When the foregoing steps are completed, we then assign you a refund number for the Refund Account.

7.6.2 We pay the 90% Refund Amount based on assigned refund numbers generally proceeding in sequential order. If you have the next assigned refund number in sequence, you are eligible for your 90% Refund Amount when: (i) you or your representative pay your final bill, and (ii) the funds in Refund Account are sufficient to fully pay the 90% Refund Amount to you.

Section 8. MONTHLY SERVICE PACKAGES

8.1 Monthly Service Package. During the term of this Agreement, you must pay the applicable Monthly Service Package for the Living Unit. As of the date of this Agreement, the applicable Monthly Service Package for Resident's current Living Unit is shown in Section 1 of this Agreement. The Monthly Service Package is due and payable each month, in advance, within five (5) days from the date of the monthly statement; provided, however, that the Monthly Service Package for the month during which you first take occupancy of the Living Unit shall be payable in arrears on a pro-rated basis with the payment of the Monthly Service Package for the first full calendar month occurring during the term of this Agreement. Our acceptance of partial payment of the Monthly Service Package does not constitute a waiver of such outstanding fees and charges unless we agree to a waiver in writing. We may charge interest at a rate of one and one-half percent (1.5%) per month on any overdue amounts.

8.2 Monthly Service Package for Joint Residents. Joint Residents occupying the same Living Unit shall pay the appropriate Monthly Service Package for double occupancy of the Living Unit. If Joint Residents occupy different Living Units, both Residents shall each pay the full Monthly Service Package for their respective Living Unit. This fee structure applies to Joint Residents who move to the Community together and to a Resident and a non-resident who are accepted to the Community on different dates.

8.3 Adjustments to the Monthly Service Package. The Monthly Service Package or Nursing Fees may be revised from time to time. We generally adjust fees on an annual basis after having evaluated those factors that we perceive to be relevant to the costs associated with operating the Community and other financial requirements. Normally such changes will be made to become effective on January 1 of the next following calendar year. However, except for changes required by State or Federal assistance programs, we reserve the right, at any time, upon thirty (30) days' notice to you and upon amendment to the Disclosure Statement, to adjust the Monthly Service Packages to reflect any additional cost or liability for which there is no adequate, budgeted reserve, including, but not limited to, tax liability for real estate taxes relating to the Community, increased operating expenses and inflation. Notice to residents in Assisted Living or Memory Care Units may be less than thirty (30) days only if the adjustment is due to change in your level of care.

8.4 Monthly Service Package in the Event of a Temporary Transfer. In the event that you temporarily transfer to another Living Unit in the Community or to an Off-Site Facility,

you must pay the Monthly Service Package for your permanent Living Unit in addition to the Monthly Service Package for the temporary Living Unit or the Off-Site Facility, as the case may be. Payment of the Monthly Service Package for your permanent Living Unit assures that such permanent Living Unit will remain available to you during the time of the temporary transfer. The Monthly Service Package for a temporary Living Unit at the Community shall be prorated on a daily basis for the period of the temporary transfer.

During the period of the temporary transfer, your Monthly Service Package for the permanent Living Unit shall be adjusted as follows: (1) if a single Resident or one Joint Resident transfers, the Monthly Service Package will be reduced by a single Non-Occupancy Credit as applicable and defined in Section 15 of this Agreement, (2) if both Joint Residents transfer from a double occupancy Unit, the Monthly Service Package will be reduced by the two-person Non-Occupancy Credit as applicable, (3) if both Joint Residents transfer, one from a Living Unit and one from another Living Unit, each Resident's Monthly Service Package shall be reduced by the respective Non-Occupancy Credit as applicable.

Upon your return to the permanent Living Unit, you must continue to pay the current Monthly Service Package associated with such Living Unit.

8.5 Monthly Service Package in the Event of a Permanent Transfer to a Different Living Unit. If you permanently transfer from one Living Unit to another Living Unit at the Community, you are responsible for payment of the Monthly Service Package, pro-rated and less the Non-Occupancy Credit as applicable, for the vacated Living Unit until you completely vacate, remove all possessions from the vacated Living Unit, and return the keys for the vacated Living Unit to us.

8.6 Monthly Service Package in the Event of a Termination of Agreement. If you terminate this Agreement, or if we terminate this Agreement for just cause in accordance with Section 12.3, or if this Agreement should terminate by reason of your death, then you or your estate, as the case may be, shall be responsible for the payment of the Monthly Service Package for the vacated Living Unit, less the Non-Occupancy Credit as applicable, for a period of up to and including ninety (90) days from the date that both of these conditions are fulfilled: (i) you vacate the Living Unit and remove all possessions, and (ii) you sign a Unit-Release Form for the Living Unit and return your keys. If your vacated Living Unit is re-subscribed by another new resident in less than 90 days, then the Monthly Service Package will end on the Occupancy Date for that new resident. We do not automatically deduct the remaining Monthly Services Fees, Ancillary Fees, or other fees from the Refund of the Entrance Deposit, minus the Community Fee, unless you or your representative so direct.

Section 9. OTHER FEES, PERIODIC CHARGES, AND COSTS

9.1 Application Fee. You shall pay or have paid us an Application Fee, as indicated in Section 16, in connection with your application for residence at the Community. If the Agreement is rescinded or canceled prior to occupancy as described in Section 12.1, we will retain the Application Fee as a reasonable service charge, not to exceed the greater of \$1000.00 or two percent (2%) of the Entrance Deposit.

9.2 Ancillary Services. During the term of this Agreement, you must pay us the periodic charges for any Ancillary Services (as described in Section 5) provided to you by us. The current periodic charges for Ancillary Services are attached in Schedule I. We may revise the periodic charges for Ancillary Services that we provide from time to time, and such change shall take effect upon our giving you thirty (30) days' notice of such increase. The charges which are based on published rates for State or Federal assistance programs (for example, Medicare rates) shall be revised upon the effectiveness of changes to such rates. All Ancillary Services provided by us shall be billed on your monthly statement, and payment is due within five (5) days of your receipt of the monthly statement. Our acceptance of partial payment of the charges shall not constitute a waiver of the outstanding charges unless we agree to a waiver in writing. We may charge interest at a rate of one and one-half percent (1.5%) per month on any overdue amounts.

9.3 Other Services. Ancillary Services not provided by us and any other services that you arrange independently shall be billed directly to you, and we are not responsible for payment of or collecting payment for such services.

9.4 Refurbishing a Vacated Living Unit and Repairing Extraordinary Damage. Each time that you permanently vacate an Independent Living Unit or Assisted Living or Memory Care Unit, irrespective of the length of time of occupancy, we will perform work to clean, refurbish, and restore that Living Unit. This work will generally include, but is not limited to, cleaning or replacement of carpeting and flooring, spackling and/or painting of walls, removing any customized improvements, replacement of fixtures, or any other appropriate repairs repairing any extraordinary damage, in our sole discretion, to bring the Living Unit back to a like-new condition. The reasonable costs and expenses of this work (the "Refurbishing Charges") are charged as follows:

9.4.1 If you first entered the Community in an Independent Living Unit and you then permanently transfer from that Independent Living Unit to an Assisted Living Unit or to a Memory Care Unit, we will cover any portion of the Refurbishing Charges for work that is due to ordinary wear and tear. You will only be responsible to pay the portion of the Refurbishing Charges for work needed to repair any extraordinary damage to the Living Unit. By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit. You must also pay the reasonable costs and expenses of removing any customized improvements that you made to the Living Unit unless we specifically agree in writing to accept those improvements for re-subscription to a new resident.

9.4.2 If you first entered the Community in an Independent Living Unit and you then permanently leave the Community from an Independent Living Unit, we will cover the Refurbishing Charges for work that is due to ordinary wear and tear. You will only be responsible to pay the portion of the Refurbishing Charges for work needed to repair any extraordinary damage to the Living Unit. By way of example, such extraordinary

damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit, or removing customized improvements. You must also pay the reasonable costs and expenses of removing any customized improvements that you made to the Living Unit unless we specifically agree in writing to accept those improvements for re-subscription to a new resident.

9.4.3 If you transfer from one Independent Living Unit to another Independent Living Unit, or if you transfer from an Assisted Living Unit or Memory Care Unit to any other Living Unit, or if you permanently leave the Community from an Assisted Living Unit or Memory Care Unit, you are responsible to pay the full Refurbishing Charges.

9.4.4 If your last residence at the Community is a Nursing Unit and you either permanently leave the Community from that unit or you pass away, we will cover the full Refurbishing Charges for the Nursing Unit.

9.5 Medical and Other Insurance. You must procure and maintain in force at your own cost, the maximum coverage available under Medicare Parts A and B. We may accept documented equivalent coverage if you are not qualified for Medicare or are insured under other adequate programs. We do not provide supplemental insurance. You must also procure and maintain, at your own expense, sufficient renter's insurance coverage against damage or, loss to, or theft of, your personal property maintained at the Community and coverage for personal liability and medical payments should a claim be made or suit brought against you for damages because of a bodily injury or property damage caused. You must provide evidence of such insurance prior to occupancy at our request.

9.6 Funeral Arrangements and Burial Expenses. Funeral arrangements and burial expenses are your responsibility. We will not make such arrangements or provide such services.

9.7 Non-Solicitation of Employees. We expend significant resources on the hiring, training and development of our employees. Recognizing this expenditure, during the Term of the Agreement, you agree not to employ any person currently employed by us, either directly or indirectly by hiring the services of any such person through a third party. You also agree not to employ any person formerly employed by us, either directly or indirectly by hiring the services of any such person through a third party, until two years have elapsed from the employee's last date of employment with us. You further agree not to solicit any person employed by us to terminate his or her employment in order to work for you directly or indirectly through a third party.

Section 10. FINANCIAL INABILITY TO PAY

If you fail for any reason to pay fees due to us, including but not limited to your Monthly Service Package or any ancillary fees, we will have the right to terminate this Agreement as provided in Section 12.3. In our sole discretion, we may either elect not to terminate this Agreement and provide a grace period for compliance or we may elect to provide financial assistance as described in this Section 10.

10.1 We require that, in the event that you claim to be unable to make full monthly payment by reason of financial inability, you must take any or all of the following actions, as directed by the Executive Director. To qualify for assistance, a resident must otherwise be in compliance with the terms of such resident's Residence and Care Agreement. We have the right, but not the obligation, to initiate financial assistance if we independently determine that a resident needs financial assistance. Our exercise of any rights or remedies under this Section 10 due to your failure to pay will not constitute a waiver of any of our other rights or remedies, including our right to terminate this Contract

10.2 If your sources of funds, including expenditures of principal and the guaranty, if any, are inadequate for you to make the payments required under this Agreement, you must file with the Executive Director, on appropriate forms provided by the Executive Director, a Statement of Financial Inability to Pay. As part of the Statement of Financial Inability, you must disclose your remaining available assets and income. The Executive Director will review your financial position to determine the existence of any outside assets, including any guaranty agreements, which may first be spent for your care.

10.3 If you have outside assets other than the Entrance Deposit, the Executive Director will establish a Spending Plan for you to spend the outside assets and to obtain assistance from other available means. As part of the Spending Plan, you shall assign to us any health-related insurance benefits and any benefits under any governmental insurance or assistance program (including Medicare) that you receive, until the amount we have received equals the aggregate charges for the care and services that you have received, based upon the Community's standard rates. If you fail to cooperate with the Spending Plan for the outside assets, such failure may constitute just cause for termination of the Agreement due to non-payment of fees in accordance with Section 12.3 of this Agreement.

10.4 After you complete the Spending Plan or if you have no available assets other than the Entrance Deposit, we will spend-down an amount up to the Entrance Deposit minus the Community Fee. After depletion of outside assets, the Entrance Deposit (less the Community Fee) is considered available to you for your maintenance and support to pay any and all fees at the Community including any Monthly Service Packages and Nursing Fees if your income and other resources are insufficient to pay for support and maintenance. The Executive Director will notify you when spend-down is available and will give the effective date. You will receive periodic statements reflecting the remaining balance of the Entrance Deposit (less the Community Fee).

10.5 If requested by us, you will transfer to an alternate Living Unit at the Community if and when available.

10.6 You will provide periodic statements of financial condition and copies of income tax returns as the same may be requested from time to time by us. You will notify us of any and all assets acquired by you through any means thereafter, and you will assign or pay such property received to us in an amount equivalent to the total outstanding charges and fees, owed by you.

10.7 At present, we are not authorized to accept Medicaid for payment of Monthly Service Packages for any Living Units. If in the future we are able to accept Medicaid as a payment source, then you agree to also apply for Medical Assistance if you can qualify. When you are notified by the Executive Director approximately three months before the projected depletion of your remaining Entrance Deposit (less the Community Fee), you agree to immediately apply for Medicaid if available. You also agree to execute any and all documents necessary to make and perfect such claims or rights.

Section 11. TRANSFERS

11.1 Temporary and Permanent Transfers. For purposes of this Agreement, a temporary transfer is a transfer of an anticipated finite duration. During a temporary transfer, your permanent Living Unit shall remain available to you as long as you continue to pay the Monthly Service Package in accordance with Section 8.4. A permanent transfer is a transfer of indeterminate duration. During a permanent transfer, you will be requested to release the Living Unit. After a permanent transfer, if you are able to qualify to return to the Living Unit previously occupied at the Community or to a different, medically appropriate Living Unit at the Community, you shall have the right to occupy the Living Unit subject to the availability of such Living Unit, subject to our approval.

11.2 Transfer at the Election of Resident. You may elect to transfer, on a temporary or permanent basis, to an alternate Independent Living Unit, an Assisted Living Unit, Memory Care Unit, Nursing Unit, or an Off-Site Facility by giving notice to us. All transfers within the Community shall be subject to the availability of the elected alternate Living Unit and subject to our approval.

11.3 Transfer at the Election of WINDSOR RUN - Non-Emergency. All decisions regarding a transfer of any resident, except for emergency transfers, shall be made by a committee consisting of the Executive Director (or his or her designee) and the Medical Director (or his or her designee) (collectively referred to as the "Committee"). The Committee will consult with you or your legal representative. If you have a Guarantor or ombudsman, such person also will be consulted if you so request. We attempt to interact with you or your representative with the goal of achieving a consensus on the need for a transfer although a consensus is not always achieved.

You will not be transferred, temporarily or permanently, to a different Living Unit unless (1) in the opinion of the Committee, such transfer is deemed appropriate for the protection of your health and/or safety or the general and/or economic welfare of other residents, (2) in the opinion of the Committee, the transfer is deemed necessary due to financial inability to pay the Monthly Service Package, or (3) in the case of a permanent transfer to an Off-Site Facility that provides treatment for mental disorders, the need for such transfer is certified by two physicians or one physician and one psychologist. If you are transferring due to event (1) or (3) listed above and the Living Unit is occupied by a Joint Resident, the remaining Joint Resident may continue to occupy the Living Unit.

The Committee shall give you thirty (30) days advance written notice of the proposed transfer. You or your representative shall notify us of any objection to the permanent transfer within ten (10) days of receipt of the notice. If you or your representative do not consent to the transfer, the Committee may, in its discretion and in lieu of a transfer, require Ancillary Services be provided to you if a higher level of care is deemed appropriate in the opinion of the Committee for the protection of your health and safety or the welfare of other residents. If you or your representative do not consent to either the transfer or the provision of Ancillary Services, we may consider such refusal to constitute just cause to terminate the Agreement in accordance with Section 12.3 hereof.

11.4 Transfer at the Election of WINDSOR RUN - Emergency. If your health and safety or the health and safety of other residents require immediate action, the Executive Director with the approval, if reasonably obtainable, of the Medical Director, may transfer you from your current Living Unit to a different Living Unit or an Off-Site Facility, on a temporary or permanent basis. Emergency circumstances arise when there is a danger of immediate, irreparable harm to your health and safety or to the health and safety of other people at the Community. In the event that you are required to be transferred to Continuing Care at Windsor Run during a period that you are suffering from legal incompetency, you agree to be bound by the terms of the Agreement in effect at the time of such transfer.

11.5 Use of Living Unit. In the event of a temporary transfer, whether at your election or at our election, your prior Living Unit will remain available to you as long as you continue to pay the Monthly Service Package for the permanent Living Unit in accordance with Section 8.4 hereof.

In the event of a permanent transfer, whether at your election or our election, you or your representative shall sign Living Unit Release Transfer form unless you are one of Joint Residents and the other Joint Resident remains in the Living Unit. After receipt of notice of permanent transfer, you shall take all reasonable steps to vacate the Living Unit before the date set for the transfer. You or your representative shall then be responsible for vacating the Living Unit and removing all personal possessions from the Living Unit. We shall have the right to show the Living Unit to interested applicants as of the Departure Date indicated in the Unit Release Form.

If you fail to vacate the Living Unit by the indicated Departure Date or, in the event of a transfer by us, within sixty (60) days from the notice of transfer, we shall have the right to store your possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility, all at your expense, until disposition thereof can be made. We assume no responsibility for your stored possessions.

Section 12. TERMINATION

12.1 Termination Within Rescission Period or Prior to Occupancy. Either party may terminate the Agreement in the following circumstances:

12.1.1 You may rescind this Agreement within thirty (30) days of the later of the date you received the Windsor Run Disclosure Statement or the date you executed this

Agreement (you are not required to move into the Living Unit before the expiration of the later thirty (30) day period). However, should you elect to occupy the Living Unit prior to the expiration of the thirty (30) day rescission period, such occupancy shall not be considered a waiver of the rescission period;

12.1.2 Your Agreement will be automatically canceled if you die before occupying the Living Unit or are precluded from occupying the Living Unit due to illness, injury, or incapacity; or

12.1.3 We elect to terminate the Agreement if it is determined that you are ineligible for entrance into the Community.

If the Agreement is rescinded or terminated as provided in this Section 12.1, you shall receive a refund of the Entrance Deposit as described in Section 7.4. You will not receive a refund of any costs specifically incurred by us at your request as set forth in a separate written addendum, signed by both parties. You shall not receive a refund of any Monthly Service Package related to your actual occupancy of the Living Unit.

12.2 Termination by Resident. After occupancy and after the expiration of the rescission period described in Section 12.1, you may terminate this Agreement at any time and for any reason by giving sixty (60) days' notice to us of your intention to terminate.

12.3 Termination by WINDSOR RUN. Our decision to terminate this Agreement shall be made by the Executive Director of the Community. We may not terminate this Agreement without good cause. "Good cause" is defined as: (i) non-payment of Fees; (ii) a good faith determination in writing, signed by the Executive Director and Medical Director of the Community, that you are a danger to yourself or others while remaining in the Community; (iii) repeated conduct by you that interferes with other residents' quiet enjoyment of the Community; (iv) persistent refusal to comply with reasonable written rules and regulations of the Community; (v) a material misrepresentation made intentionally or recklessly by you in your application for residency, or related materials, regarding information which, if accurately provided, would have resulted in either your failure to qualify for residency or a material increase in the cost of providing care and service to you under the Agreement; or (vi) your material breach of the terms and conditions of this Agreement.

Except for termination due to non-payment of fees, we will give you sixty (60) days written notice of the termination and the reason for termination. In the event of non-payment of fees, we will give you written notice that you are in default under this Agreement for non-payment of fees. We may charge you interest on the overdue amount of one and one-half percent (1 ½ %) per month. If you fail to make full payment of all outstanding fees and charges within thirty (30) days of receipt of the notice, we may, at our election, either terminate the Agreement upon an additional thirty (30) days' notice or may require a spend-down of the Entrance Deposit, in accordance with the Community's spend-down procedures as generally set forth in Section 10 of this Agreement, to offset the overdue fees and charges. Our acceptance of

partial payment of the fees does not constitute a waiver of the outstanding fees and charges unless we agree to a waiver in writing.

12.4 Vacating the Living Unit. Upon termination of the Agreement either at your election, our election, or due to your death, you or your representative, shall sign and give to us Unit Release Form advising of your Departure Date. You or your representative shall then be responsible to vacate the Living Unit and to remove all personal possessions from the Living Unit. We shall have the right to show the Living Unit to interested applicants as of the date indicated in the Unit Release Form.

If you fail to vacate the Living Unit by the indicated Departure Date or, in the event of a termination by us within the required time for the notice of termination as provided in Section 12.3, we shall have the right to store your possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility, all at your expense, until disposition thereof can be made. We assume no responsibility for your stored possessions.

Section 13. RIGHTS OF WINDSOR RUN

13.1 Community Rules and Regulations. We shall have the right to promulgate reasonable rules and regulations governing the conduct of the residents. You will enjoy the fullest measure of independence consistent with the accommodation in which you live, subject, however, to the limitations of our reasonable policies and procedures now or hereafter adopted for the conduct and care of all residents. You hereby agree to abide by all such policies and procedures, and generally to conduct yourself in such a manner as to promote the peace and harmony of the Community.

13.2 Access to Living Units at the Community. You acknowledge and accept our ability and authority to enter the Living Unit in order to carry out the purpose and intent of this Agreement and you hereby authorize such entry. Such entry includes (1) performance of authorized housekeeping duties; (2) response to medical emergencies; (3) responses to fire protection systems; (4) entry by authorized personnel in the event that you are reported missing or have not responded to a call; (5) scheduled maintenance activities; and (6) enforcement of the Community's policies and procedures. We acknowledge and respect your right to privacy and agree to limit uninvited entry into the Living Unit at the Community to the situations set forth in this paragraph.

13.3 Property Rights. You acknowledge that, except as expressly set forth in this Agreement, the rights and privileges granted by this Agreement do not include any right, title, lease, or any other interest in any part of the personal property or real property - including land, buildings and improvements - owned, leased or administered by us. Your rights are limited to the rights provided in this Agreement for services and the occupancy of the Living Units. Except for your right to occupy the Living Unit, any rights, privileges or benefits under this Agreement shall be subordinate to any mortgage or deed of trust or leasehold interest on any of the premises or interest in our real and personal property, to all amendments, modifications, replacement or refunding, of any such mortgage or deed of trust or leasehold interest, and to such reasonable rules and regulations governing the use of the property as shall from time to time be imposed by

us. You hereby agree, upon our request, to execute and deliver any document which is required to this effect by us, or by the holder of such mortgage or deed of trust or leasehold interest to effect such subordination or to evidence the same, and appoint WINDSOR RUN as your attorney-in-fact to accomplish that purpose.

13.4 Limitation of Liability. We will not be responsible for the loss of any of your personal property due to theft or any other cause. Our liability for damage to or loss of your personal property shall be limited to damage or loss caused by negligent acts or omissions of us or our employees acting within the scope of their employment.

13.5 Unauthorized Transfers of Property. The financial information which you submitted is a material aspect upon which we reasonably relied in determining your qualifications for becoming a resident of the Community. Being able to meet the financial criteria to become a resident helps assure the financial stability of this Community. In determining financial criteria for residency, we consider the applicant's reported income and assets in light of the Community's current and future commitments and obligations. Furthermore, we are committed to take every reasonable step to assist residents who have depleted those assets through normal living expenditures so that he or she may continue to remain as a resident of the Community. However, in order to protect us from a situation wherein a resident divests him/herself of those assets for the purpose of qualifying for assistance or reduction of Monthly Service Packages, you hereby agree not to divest yourself of, to sell, or transfer any assets or property interests (excluding expenditures for your normal living expenses) that reduces the assets that you or your representative disclosed as available assets for you on admission, without having first obtained our written consent.

13.6 Religious Affiliation and Sponsorship. Windsor Run is a for-profit limited liability company. Windsor Run is not affiliated with any religious organization.

13.7 Non-Smoking Policy. You agree to abide by our prohibition against smoking including vaping or e-smoking in the Living Unit, including balconies or patios, and in common areas. Your guests, or contractors are also prohibited from smoking, including vaping or e-smoking in the Living Unit or in the common areas of the Community. You further understand that we may consider your failure to abide by the non-smoking policy as cause to terminate the Residence and Care Agreement.

Section 14. MISCELLANEOUS PROVISIONS

14.1 Documents Incorporated by Reference. This Agreement includes the Priority List Application for residence, the Financial Information Form, the Resident Profile, including Resident's medical records, if any, the Key Receipt Form, the Refund Form, and the Club Membership application. This Agreement may include a Promissory Note, a Guaranty Agreement, a Power of Attorney for property disposition, an Advance Directive, Appointment of Health Care Agent, or Living Will, and your medical insurance documentation, all of which documents are incorporated by reference and made a part of this Agreement (see Schedule II attached hereto). You acknowledge that we will rely on your statements in these documents and

you warrant that all statements are true and complete to the best of your knowledge, information and belief.

14.2 Rules of Construction. In this Agreement, the masculine, feminine and neuter genders shall be construed to be interchangeable and shall include one another to the extent that such context is necessary to provide a logical or meaningful construction of the text. Similarly, the singular and plural shall be interchangeable and shall include one another to the extent that such context is necessary to provide a logical or meaningful construction of the text. Section captions are for ease of reference only.

14.3 Non-waiver. The failure of any party in any one or more instances to insist on the strict performance, observance or compliance by the other party with any of the terms or provisions of this Agreement, shall not be a continuing waiver thereof nor construed to be a waiver or relinquishment by a party of its rights to insist upon strict compliance by the other party with all of the terms and provisions of this Agreement.

14.4 Entire Agreement. This Agreement, the documents referenced in Section 14.1, and the terms of the Disclosure Statement in effect for the Community, represents the entire agreement between us, you and Guarantor, if any, and supersedes all prior Agreements and negotiations. Except as contained herein or in any contemporaneous, written agreements, there are no promises or agreements between the parties.

14.5 Amendment. This Agreement shall be amended only in writing, signed by you and us.

14.6 Disclosure Statement. You hereby acknowledge that you received the latest disclosure statement of Windsor Run prior to signing this Agreement or before transferring any money to Windsor Run, whichever is earlier, and that you have reviewed such statement.

14.7 Severability. The invalidity or unenforceability of any provision of this Agreement or the application of any such provision, shall not affect or impair any other provisions or the validity or enforceability of the remainder of this Agreement, or any application of any other provision of the remainder of this Agreement; however, you, to the extent provided by law, retain the right to rescind this Agreement if any provision is in violation of the laws of the State of North Carolina, as amended from time to time.

14.8 Paragraph Headings. Paragraph headings are added solely to aid in the review of this Agreement and are not to be construed to affect the interpretation of this Agreement.

14.9 Venue. All parties to this Agreement, including you, us, and any Guarantor(s), if any, agree that venue for any action for the enforcement, construction, rescission, termination of, or any action arising out of this Agreement shall only be in Mecklenburg County, North Carolina. All parties agree that the filing of any action may include a request for an expedited hearing.

14.10 Assignment. In the event that we or any of our successors or assigns shall give Resident notice that any or all of our rights, duties and obligations have been assigned to a new person or entity certified as a continuing care provider under the laws of North Carolina by the North Carolina Department of Insurance to provide services to residents of the Community, you agree to recognize such new person or entity as the provider under this Agreement, to the extent of such assignment.

14.11 Electronic Signatures & Counter-Parts. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

Section 15. DEFINITIONS

Whenever the following words or phrases appear in this Agreement beginning with a capital letter, these definitions shall apply:

Act: The North Carolina Continuing Care Retirement Community Regulation and Financial Disclosure Act, as the same shall be amended and in effect from time to time hereunder.

Agreement: This document, including all exhibits, supplements, amendments or addenda, as signed by us, you, and Guarantor, if any.

Ancillary Services: Those services specified in Section 5 of this Agreement which either we provide or are provided by approved outside providers, the cost of which is not included in the Monthly Service Package or Nursing Fees. Periodic charges for Ancillary Services may be changed from time to time by us as specified in Section 9.2 or by the outside providers.

Application Fee: The fee payable when you submit an application for residency at the Community or for a position on the futures or standby list.

Assisted Living Unit: Accommodations for residents who need a higher level of care and more daily assistance than is available in an Independent Living Unit, but who need a lesser degree of medical care, personal care and service than is provided in a Nursing Unit.

Community: The physical site and structures which we operate as a retirement community in Matthews, North Carolina.

Community Fee: The Community Fee is defined as ten percent (10%) of the original Entrance Deposit paid by you at admission. If you later transfer to a Living Unit with a larger Entrance Deposit and paid an additional sum towards the larger Entrance Deposit, then the

Community Fee is defined as ten percent (10%) of your original Entrance Deposit paid at admission plus ten percent (10%) of the incremental Entrance Deposit paid by you on transfer to the Living Unit with the larger Entrance Deposit. The Community Fee does not decrease if you move to a Living Unit with a lower Entrance Deposit.

Continuing Care at Windsor Run: The Community building in which the Assisted Living Units and the Memory Care Units will be situated. The Continuing Care facility will be licensed for assisted living and memory care but will not be licensed to provide skilled nursing, long-term care nursing, chronic or acute hospital care or other institutional care. Such services, if required by you, are not services covered under the scope of this Agreement.

Covered Services: Those services specified in Section 4 of this Agreement which we make available for the applicable Monthly Service Package or Nursing Fees.

Departure Date: The date on which you or, in the event of your death, your personal representative or family, vacates the Living Unit after providing us with a signed Unit Release Form, removing all possessions from such Living Unit, and turning in the Living Unit keys. If you or your personal representative or family do not timely provide us with a signed Unit Release Form, remove the possessions, or turn in the keys, the Departure Date shall be the date on which we remove all possessions from the Living Unit and places them in a general storage area at the Community or in a commercial storage facility, all at your expense, until disposition thereof can be made. We assume no responsibility for your stored possessions.

Entrance Deposit: The Entrance Deposit required to be paid to us on or before the Occupancy Date as set forth in Section 7.1 of this Agreement, as may be modified, which Entrance Deposit is generally paid in a series of deposits. The 10% Community Fee is deducted from the Entrance Deposit.

Executive Director: The chief administrative officer of the Community appointed as such by Windsor Run.

Guarantor: Any person or persons who guarantee your obligations to pay the Monthly Service Package or any other fees or periodic charges payable by you under the terms of this Agreement.

Independent Living Unit: Living accommodations at the Community for a resident who is able to live independently within our guidelines.

Joint Residents: Two or more residents who reside together in a particular Living Unit.

Living Unit: An Independent Living Unit, Assisted Living Unit, Memory Care Unit, or Nursing Unit.

Medical Director: A licensed physician whom we officially designate as the person responsible for the direction and control of medical services offered at the Community.

Memory Care Unit: Room accommodations for a resident who is unable to perform normal functions necessary to live in an Independent Living Unit and needs programming for dementia or similar memory care disorders but who needs a lesser degree of medical care, personal care and service than is provided in a Nursing Unit.

Monthly Meal Credit Plan: The standard meal plan for residents in Independent Living Units. Each Resident has a monthly meal credit which allows purchase of one standard meal per day in the calendar month with a declining monetary balance as the credit is used. In addition to offering premium meals, the community will always have a selection of meal offerings at the standard daily credit amount. You may use the meal credit on a daily basis or as otherwise desired through the calendar month until the allowance is exhausted for that calendar month. The meal credit may also be used by you for guest meals during the calendar month. At the beginning of each calendar month, you receive a new credit balance for that new month. If you do not use the all of the meal credit within the calendar month, any unused portion is forfeited, does not carry over to the next month, and no credit will be due to you.

Monthly Service Package: The fee payable with respect to a particular Living Unit as specified in Section 8.1 hereof, which fee includes the Covered Services specified in Section 4 hereof. Monthly Service Packages may be adjusted as provided in Section 8.3 hereof.

(Ninety Percent) 90% Refund Amount: The refund payable to you or your beneficiaries, as the case may be, upon termination of this Agreement. Your refund will be equal to ninety percent (90%) of the total Entrance Deposit unless: (i) the Entrance Deposit, minus the Community Fee, has been partially or fully spent down for your care per Section 10 of this Agreement, or (ii) you or your representative, as the case may be, elect to deduct the outstanding fees and charges from the 90% Refund Amount for your convenience.

Non-Occupancy Credit: You may receive a Non-Occupancy Credit to reduce your Monthly Service Package when you are, or if one of Joint Residents, then the Joint Residents are, transferred temporarily to a different Living Unit. You may receive a Non-Occupancy Credit upon request in other circumstances in the sole discretion of the Executive Director. The current Non-Occupancy Credit is provided on Schedule I, Ancillary Fee Schedule. Adjustments to and policies concerning the Non-Occupancy Credit are made by us in our sole discretion. Credit is given based on the required consecutive days of absence.

Notice: For the purposes of this Agreement, notice shall be deemed to have been given to you when deposited in your community mailbox or personally delivered to you, and given to Windsor Run when either personally delivered or delivered with return receipt to the office of the Executive Director at the Community and to General Counsel at the corporate office situated at 701 Maiden Choice Lane, Baltimore, Maryland 21228. If you have not yet taken possession of the Living Unit, then notice to you shall be given by first-class mail, postage pre-paid, to your last known address and such notice shall be deemed to be effective on the third day following such mailing. If you have been transferred to an Off-Site Facility, notice shall be given by first-

class mail, postage pre-paid, to you at such Off-Site Facility and shall be deemed to be effective on the third day following such mailing.

Nursing Fee: A rate based on the type of Nursing Unit occupied and Entrance Deposit level for the Resident. Fees for care in a Nursing Unit are determined by us based on nursing personnel costs and other financial considerations. Adjustments to the Nursing Fee shall be made in accordance with Section 8.3.

Nursing Unit: Room accommodations for a resident who is unable to perform normal functions necessary to live in an Independent Living Unit, Assisted Living Unit, or Memory Care Unit and who needs the degree of medical care, personal care and service that is provided in a Nursing Unit or a Special Service Facility.

Occupancy Date: The date on which you are authorized by Windsor Run to take possession of a Living Unit. On this date, you are allowed access to move belongings or to personally inhabit the Living Unit pursuant to this Agreement. Delivery of keys to you shall be deemed authorization to take possession.

Off-Site Facility: Any housing or health care facility not located within the Community and which is neither owned nor operated by Windsor Run.

Participating Independent Living Unit: A participating Independent Living Unit is an Independent Living Unit whose prior resident had either: i) a Residence and Care Agreement with a 90% Refund Amount obligation, or ii) a Residence and Care Agreement with a refund obligation of less than 90%. We fund the Refund Account with all or a portion of such Entrance Deposits. A Living Unit that has not been previously occupied with an initial Entrance Deposit is not a participating unit.

Refund Form: An agreement signed by you, when accepted by us, designating to whom the 90% Refund Amount shall be made upon termination of this Agreement.

Refund Account: The balance(s) which we establish to fund the 90% Refund Amount to eligible residents upon termination of the Agreement. The Refund Account is funded only when we receive all or a portion of new Entrance Deposits from new residents who sign a Residence and Care Agreement with a 90% Refund Amount obligation for participating Independent Living Units. The new resident's right of rescission must also be expired for the Refund Account to receive all or a portion of the Entrance Deposit. We make continued refunds from the Refund Account as new available funds are received into the Refund Account. We have the right to temporarily suspend refunds if the Refund Account has insufficient funds to pay the next sequential refund that is due. We pay the 90% Refund Amount based on assigned Refund Numbers generally proceeding in sequential order.

Refund Form: An agreement signed by you, when accepted by us, designating to whom the 90% Refund Amount shall be made upon termination of this Agreement.

Refund Number: The number assigned per Section 7.6 which determines eligibility for a refund of the 90% Refund Amount.

Refurbishing Charges: The reasonable costs and expenses of work performed to clean, refurbish, and restore that Living Unit after a resident permanently vacates the unit. This work will generally include, but is not limited to, cleaning or replacement of carpeting and flooring, spackling and/or painting of walls, removing any customized improvements, replacement of fixtures, or any other appropriate repairs repairing any extraordinary damage, in our sole discretion, to bring the Living Unit back to a like-new condition. It is intended that the Living Unit shall be restored to the condition that it was in before it was occupied by the recent resident. The determination as to the extent of refurbishment shall be established by the Executive Director.

Repairing Extraordinary Damage: By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit. You must also pay the reasonable costs and expenses of removing any customized improvements that you made to the Living Unit unless we specifically agree in writing to accept those improvements for re-subscription to a new resident. The extent of refurbishing is determined by WINDSOR RUN, in our sole discretion to put the Living Unit into like-new condition.

Reserved Parking Space: For an Independent Living Unit, Windsor Run will provide one designated parking space per Independent Living Unit for your personal vehicle. Your right to use a parking space will terminate if you no longer own or use a personal vehicle. If available, an additional parking space may be reserved for a 2nd second vehicle for an additional fee.

Resident/ You: Each person designated by name in the first paragraph of this Agreement, who is a party to this Agreement.

Spending Plan: A plan set forth by the Executive Director of the Community in the event that you are financially unable to pay your Monthly Service Packages.

Weekly Light Housekeeping: Residents in Independent Living Units may request Weekly Light Housekeeping for an ancillary fee. For Assisted Living Units and Memory Care Units, as part of the Covered Services, Windsor Run will perform weekly light housekeeping which generally includes vacuuming carpet/ floors, light dusting and wiping down bathrooms and kitchenette (if available). The extent of such services and the weekly schedule are determined by us and may be revised from time to time with appropriate notice. You are responsible for day-to-day housekeeping to maintain your Living Unit in a sanitary and orderly condition. Additional housekeeping services, including annual or seasonal deep cleaning services, are available upon request for an additional fee.

Windsor Run (We/ Us): Windsor Run, LLC.

[Section 16 on next page]

Section 16. FEES. You are responsible to pay the listed Application Fee, Entrance Deposit and Monthly Service Package on or before the Occupancy Date. The Entrance Deposit, the Monthly Service Package, and the Ancillary Fees may be revised as provided in Section 7.3, Section 8.3, and Section 9.2 respectively.

Total Entrance Deposit for Unit: \$ _____ consisting of:

Priority List Deposit	\$1,000
Reservation Deposit(s):	\$ _____
The Signing Deposit:	\$ _____ (bringing total to 10% of Entrance Deposit including previous deposits);
The Final Deposit:	\$ _____ (remaining portion of Entrance Deposit)

Minus the 10% Community Fee: \$ _____ (non-refundable)

Current Monthly Service Package for Unit: \$ _____ per month

Current Monthly Service Package Level: Independent Living _____ Assisted Living _____
(check one) Memory Care _____

Current Application Fee: \$ _____ per applicant

Current Ancillary Fee Schedule: See Schedule I

SIGNATURES

IN WITNESS WHEREOF the parties have hereunto set their hands on the date appearing next to their respective signatures.

WINDSOR RUN, LLC

_____ By: _____
Witness Date

_____ Resident _____
Witness Date

_____ Resident _____
Witness Date

If applicable: Guarantors: I (We) _____ have read and understand the provisions of this Agreement and by signing my (our) name(s) below, agree to guaranty Resident's obligations incurred under this Agreement in accordance with the Guaranty Agreement.

_____ Guarantor _____
Witness Date

_____ Guarantor _____
Witness Date

Schedule I
Windsor Run - Periodic Charges for Ancillary Services

Service	2019 Rate
Non-Occupancy Credit for Absences per resident, per day (starting on 31st consecutive night):	\$12.00
Additional Mailbox Key	\$10.00
Additional car transponder	\$15.00
Additional or replacement Apartment Badge	\$20.00
Badge for Resident Family & Friends Program	\$25.00
Badge for Resident Guest	\$30.00
First Car Reserved Parking Space (Ind. Living) (resident registered car only)	No add. fee
Second Car Reserved Parking Space (Monthly if available) (resident registered car only)	\$75.00
Reserved Carport parking (Monthly if available) (resident registered car only)	\$50.00
Storage Bin (Monthly if available)	\$15.00
Maintenance Service per hour	\$40.00
Grounds Service per hour	\$40.00
Housekeeping per hour	\$35.00
Computer Services (first 30-minutes) Each additional 15 minutes	\$37.00 \$12.00
Emergency Pendant (1-time fee) Emergency Pendant Monthly Fee	\$50.00 \$20.00
Guest Suite	\$109 per night
Transportation	Destination Dependent
Premium TV Service	Package Dependent
Personal Training 30 minute	\$30.00
Standard Health Club Group Fitness Classes	Included
Specialty Health Club Group Fitness Classes	Add. fees apply

Schedule II

Documents Incorporated

- A. Priority List Application
- B. Financial Information Form
- C. Resident Profile
- D. Refund Form
- E. Club Membership Application
- F. Key Receipt Form
- G. Promissory Note (if any)
- H. Custom Interiors Agreement (if any)
- I. Guaranty Agreement (if any)
- J. Unit Release forms
- K. Flexible Payment Program Addendum
- L. Power of Attorney for property disposition (if any)
- M. Advance Directive, Appointment of Health Care Agent, or Living Will (if any)
- N. Resident's medical insurance documentation (if any)

A. Priority List Application

Windsor Run Priority List Application

I hereby make application for a secured position on the Windsor Run Priority List.

Priority date: _____

(To be completed by sales counselor. Priority date is determined by the date this application is received at the Sales and Information Office.)

As you join the Priority List, we ask that you further designate whether you wish to be on the "Standby" or "Futures" part of the Priority List. Both designations maintain your same, all-important priority date. If you would like to review available apartment homes when selections are available for reservation, please designate "Standby Priority." Our sales counselor will call you as soon as the type of apartment home you specify is available. If you are not sure when you would like to move, please designate "Futures Priority."

RESERVATION

I am reserving the following
apartment home _____
Apartment #

STANDBY PRIORITY

I would like to move to the next
available apartment home which meets
my preferences.

FUTURES PRIORITY

I wish to establish my priority
status with the intent of moving
at a later date.

My living accommodation preference:

ONE BEDROOM

ONE BEDROOM & DEN

TWO BEDROOM

OTHER _____

NAME _____ DATE OF BIRTH _____

MARITAL STATUS _____

NAME _____ DATE OF BIRTH _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

WERE YOU REFERRED BY ANYONE? _____

Please sign this application and return it with your check to Windsor Run.
A copy will be returned to you for your records.

APPLICANT(S) _____ DATE _____

APPLICANT(S) _____ DATE _____

WINDSOR RUN _____ DATE _____

Please enclose one check for:

(1) The fully refundable \$1,000 deposit. (2) A \$150 per person application fee.

Make your check payable to: **Windsor Run**

Mail to: Windsor Run Sales and Information Office, 2010 McKee Road, Matthews, NC 28105

Windsor Run Priority List Application

Conditions of the Priority List Agreement

- ① Your status on the Priority List is determined by your priority date with earlier dates having higher priority. Paying the refundable Priority Deposit and the application fee will ensure that you are placed on the list based on the day the Sales and Information Office receives your application.
- ② If you wish to move from the Priority List to an apartment home reservation, you will not need to complete another application or pay another Priority Deposit or application fee. You will need to pay an additional reservation deposit, which is always refundable per the Residence and Care Agreement.
- ③ Prior to moving to Windsor Run, applicants must complete the admissions process which includes financial and health/service screenings. Windsor Run reserves the right to determine if the community offers appropriate care and services for the applicant. Windsor Run may offer conditional approval or may offer a different residence than the applicant's preference.
- ④ Joining the Priority List does not ensure that the amount of the Entrance Deposit will not change before the applicant enters the community. Reserving an apartment does ensure that the Entrance Deposit for that specific apartment will not change if the applicant enters the community within the requisite time frame.

Reservation Deposit Agreement

- ① Your \$1,000 Priority Deposit and any additional deposits will be applied in full toward your Entrance Deposit as you begin your move to Windsor Run. This Reservation Deposit Agreement is a binding agreement that can be cancelled as stated below.
- ② All deposits will be returned to you: (a) within 30 days of a written request; (b) if you are determined to be ineligible for entrance into the community; or (c) if you rescind the Residence and Care Agreement within 30 days of execution of the Agreement or receipt of a Disclosure Statement which meets the requirements of N.C.G.A. Chapter 58, Article 64, whichever is later and regardless of occupancy. In addition, all deposits are returned when this agreement is automatically cancelled due to your death, illness, injury or incapacity that would preclude you from occupying a living unit in the community under the terms of the contract. All deposits will also be returned if the facility is not constructed or the apartment does not meet the specifications in the Disclosure Statement received by the applicant.
- ③ As you complete your move to Windsor Run, all of your deposits toward the Entrance Deposit will remain in escrow until (a) the deposit is returned to you as described in Section 2 above or (b) the escrow agent releases the Entrance Deposit to Windsor Run as permitted by state law and/or the escrow agreement.
- ④ Any interest earned on deposits in escrow will be used for the benefit of Windsor Run.
- ⑤ Your \$150 per person application fee is a one-time, nonrefundable fee. The application fee is refundable only if you exercise the right of rescission described in Section 2(d) above, but Windsor Run may retain the application fee as a reasonable service charge if it does not exceed two percent (2%) of the Entrance Deposit.



2010 McKee Road, Matthews, NC 28105

1-800-515-0886

EricksonLiving.com

B. Financial Information Form

FINANCIAL INFORMATION FORM
CONFIDENTIAL

Note: The following questions will be discussed at the financial appointment. If you would like to answer below, please feel free to do so.

Additional Questions	Detailed Answer (Name, Amount, Valuation Date, Etc.)
1. Please provide details for joint account holders/joint asset holders (such as children, POA, other family members) for assets listed in "Assets" section.	
2. Other than personal liabilities listed above, have you cosigned/guaranteed anyone else's debts?	
3. In the last 5 years, have you transferred any of your assets worth more than \$20,000 to others? If so, please describe the circumstances and the value received by others. Also, what is the value, if any, you received back?	
4. Do you regularly make monetary gifts or provide regular monetary support to family members, friends, favorite charities or other programs?	
5. Do you plan on making significant future monetary gifts in addition to the above?	
6. In the last 10 years, have you filed for protection from creditors, or been judged bankrupt?	
7. In the last 5 years, have you loaned money to family/friends and have money owed back to you as the lender?	

Resident Name _____ Current Date _____ Page 4 of 4

FINANCIAL INFORMATION FORM



2010 McKee Road, Matthews, NC 28105
1-800-515-0886
EricksonLiving.com



FINANCIAL INFORMATION FORM
CONFIDENTIAL

Name: _____ Date of Birth: _____
 Marital Status: _____
 Name: _____ Date of Birth: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

Note: Please ensure that below amounts are as current as possible and please bring support for stated amounts to financial appointment.

Assets	Name (Bank, Location, Description)	Value as of Date	Amount
A) Checking Account	_____	____/____/____	\$ _____
B) Savings Account	_____	____/____/____	\$ _____
C) Savings Account	_____	____/____/____	\$ _____
D) Certificate of Deposit	_____	____/____/____	\$ _____
E) Certificate of Deposit	_____	____/____/____	\$ _____
F) Mutual Funds	_____	____/____/____	\$ _____
G) Stocks and Bonds	_____	____/____/____	\$ _____
H) Stocks and Bonds	_____	____/____/____	\$ _____
I) Real Estate—Plan to Sell	_____	____/____/____	\$ _____
J) Real Estate—Plan to Hold	_____	____/____/____	\$ _____
K) Other Financial Assets (e.g. Trusts available for resident use, Life Insurance, Long-term care insurance)	_____	____/____/____	\$ _____
Total Assets			\$ _____

Liabilities	Amount	
A) Home Mortgage	\$ _____	
B) Loan on Autos	\$ _____	
C) Credit Cards	\$ _____	
D) Other Debts/Liabilities	\$ _____	
E) Other Debts/Liabilities	\$ _____	
Total Liabilities		\$ _____
Total Net Worth (Assets minus Liabilities)		\$ _____

Resident Name: _____ Current Date: _____ Page 2 of 4

FINANCIAL INFORMATION FORM
CONFIDENTIAL

Sources of Monthly Income:	Resident Name	Term of Income (# of months, whole life, etc.)	Survivor Benefits (Yes or No)	Amount
A) Social Security	_____	_____	_____	\$ _____
B) Social Security	_____	_____	_____	\$ _____
C) Pension	_____	_____	_____	\$ _____
D) Pension	_____	_____	_____	\$ _____
E) Annuity	_____	_____	_____	\$ _____
F) Annuity	_____	_____	_____	\$ _____
G) IRA	_____	_____	_____	\$ _____
H) IRA	_____	_____	_____	\$ _____
I) Investment Income	_____	_____	_____	\$ _____
Source:				
J) Other Income	_____	_____	_____	\$ _____
K) Other Income	_____	_____	_____	\$ _____
Total Monthly Income				\$ _____

If we have additional financial questions, whom should we contact?

You Your Financial Advisor
 Financial advisor's information (if applicable):

Name _____
 Street Address _____
 City, State, Zip Code _____
 Phone _____
 Email _____

Who will be responsible for your bills?

You Other
 If Other, please give information (if applicable):

I hereby certify that the information supplied herein is complete and accurate to the best of my knowledge, and I agree to provide whatever information Windsor Run deems necessary to verify my financial position. I also understand that my approval for residency is predicated upon the accuracy of this information and said approval may be revoked at any time should any of the information prove to be substantially false.

Signature: _____ Date: _____
 Signature: _____ Date: _____

We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, sexual orientation or national origin.

Resident Name: _____ Current Date: _____ Page 3 of 4

C. Resident Profile

RESIDENT PROFILE



Thank you for completing this form.

We are looking forward to getting to know you when you come to Windsor Run for your pre-residency meeting. Please bring the following to your appointment:

- This completed form
- The Financial Information Form and related documents
- All health insurance cards
- Power of attorney for finances
- Advance directives for health care to include your power of attorney for health care and/or living will
- Document indicating the executor of estate
- Long-term care insurance

My signature confirms that I understand the information I provide on the Resident Profile and at the pre-residency meeting will be treated with confidentiality and that it is accurate as signed and dated. The information will be used only by authorized employees or agents of the community. The information may also be subject to disclosure as provided by applicable laws.

(Applicant's Signature)

(Date)

If this form was completed by someone other than the applicant, please have that person state the reason and sign below.

Form completed by _____

Reason _____

Relationship to applicant _____

(Applicant's Signature)

(Date)

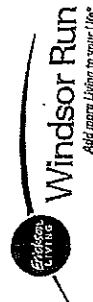
We are excited you have chosen Windsor Run as your next home! As you proceed with your planning, one of your next steps is to come in for a pre-residency meeting. During this session, you will meet with a Windsor Run staff member and begin to understand how the community can help support a successful transition to your new home, while also learning more about the amenities that are available to you. This dedicated time is an opportunity for us to learn more about you and for you to continue to develop relationships with the rest of the Windsor Run team.

In preparation for your pre-residency meeting, we ask that you please complete the pages that follow this letter; this information will be used to start your unique Resident Profile. During this meeting, we will be happy to answer any questions you have and to provide you with any additional amenity information you may desire.

We look forward to partnering with you as you begin this new chapter of your life; we view this pre-residency meeting as the beginning of a lasting relationship.

Best regards,

The Windsor Run Team



2010 McKee Road, Matthews, NC 28105
1-800-515-0886 | WindsorRunCommunity.com



RESIDENT PROFILE

PERSONAL & DEMOGRAPHIC INFORMATION

First Name _____ MI _____ Last Name _____ Title _____
Maiden Name _____ Preferred Name _____
Sex: Male Female
Phone _____ Mobile _____ Email _____
Date of Birth _____ Place of Birth _____
(City, State, Country)

WORK INFORMATION

If retired, what was your main occupation? _____
Are you currently working? Yes No
If Yes: Full-Time Part-Time
Company _____ Occupation _____
Military Service: Veteran Nonveteran

RELIGIOUS PREFERENCE (Optional)

Please Specify (Example: Buddhist, Catholic, Jewish, Muslim, Protestant): _____

ADDITIONAL DEMOGRAPHICS

Primary Language _____
Marital Status: Single Married Widowed Separated
 Divorced Domestic Partner Other _____

WILL YOU BE BRINGING A PET TO CAMPUS? Yes No

Type _____
Who would take care of your pet if you could not?
Name _____ Phone _____
(Home or Mobile)

WILL YOU BE BRINGING A MOTOR VEHICLE TO CAMPUS? Yes No

NOTIFY IN CASE OF EMERGENCY (List three contacts if possible.)

1. Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____
2. Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____
3. Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____

ADVANCE DIRECTIVES

Have you completed an advance directive for health care or a living will? Yes No
Have you completed a financial power of attorney? Yes No

END-OF-LIFE PROVISIONS (Optional)

Funeral Home _____
Address _____
City _____ State _____ Zip _____ Phone _____

EXECUTOR OF ESTATE

Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____

INSURANCE INFORMATION (Please bring all of your health insurance cards to the pre-residency meeting.)

1. Primary _____ Policy # _____
Secondary _____ Policy # _____
2. Do you have long-term care insurance? Yes No
Insurance Company Name _____
Policy # _____

D. Refund Form

WINDSOR RUN
REFUND FORM

Name of Resident(s): _____
Living Unit: _____
Date of Receipt by
WINDSOR RUN: _____

Preliminary Statements and Directions

1. Pursuant to the Residence and Care Agreement (the "Care Agreement") with WINDSOR RUN, Resident is entitled to a 90% refund of the Entrance Deposit paid to WINDSOR RUN under certain specified conditions during Resident's lifetime or upon Resident's death based upon termination of the applicable Care Agreement (referred to as the "Refund"). Resident's right to the Refund is set forth in the Care Agreement. This Refund Form is only for the purpose of designating the beneficiaries and does not change the terms and conditions for the Refund. Resident and Resident's beneficiaries are subject to all terms and conditions for the Refund and should review the same carefully. For the purpose of these Refund Forms, the term "Resident" includes the plural.

2. Resident understands that the purpose and effect of this Refund Form is to designate the beneficiary(ies) of the right to the Refund. By signing this Refund Form, Resident is hereby revoking any previously executed Refund Forms.

3. If the Entrance Deposit is being paid on behalf of two (or more) Joint Residents, both Joint Residents understand that the Entrance Deposit of the first Joint Resident to pass on will be treated as though it has been paid by the survivor, to be used for the survivor's care if necessary (minus the Community Fee if applicable), and that the Refund will eventually be paid to the survivor or the survivor's beneficiary(ies).

4. **Resident understands that it is Resident's responsibility to review the terms of this Refund Form to make sure that its terms are coordinated with Resident's current will or other trusts and estate plan. WINDSOR RUN strongly recommends that Resident review this Refund Form with an attorney or other estate planning professional prior to execution to ensure such coordination and to review potential tax liability in making these designations or in the eventual payment of the refund.** WINDSOR RUN reserves the right to review and approve the forms so that the right to the refund is clearly delineated for WINDSOR RUN's staff.

5. WINDSOR RUN will make the Refund only as specified in the most recent duly executed and approved Refund Form. Resident may revise the right to the Refund by duly executing a new Refund Form.

6. Please sign one of the following forms designating the right to the Refund. Be sure to read all of the forms before making a selection. If you do not understand the forms, please consult

with your estate planning professional. If you do not understand the directions, please consult with the Sales and Admissions Staff. **You may select and sign only one form.**

7. If Resident is designating the Refund to more than 1 beneficiary, percentages must add up to 100%. Please do not fill in cash amounts. WINDSOR RUN can only refund based upon percentages of the Refund, due to the possibility of a spend-down or partial spend-down of the Entrance Deposit.

8. It is the responsibility of Resident or Resident's representative, if applicable, to give WINDSOR RUN the most recent addresses for all listed beneficiaries.

9. There are no third-party beneficiaries to this agreement between WINDSOR RUN and Resident. WINDSOR RUN is not responsible for notifying or advising any beneficiaries of changes in the designation of the Refund.

10. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Refund Form shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Refund Form may sign separately in several counter-parts, all of which together shall constitute one and the same Refund Form.

11. Resident hereby acknowledges that he or she has read the preliminary statements and instructions, reviewed the attached options for a Refund, and understands the purpose and consequences of this Refund Form.

Date

Resident

Date

Resident

If signed by a representative, indicate name of representative and nature of authority (i.e. power of attorney, guardian, etc.):

Received by WINDSOR RUN:

By: _____
WINDSOR RUN Representative

Date

REFUND FORM 1

1. Refund during Lifetime - In the event that a Refund becomes payable during Resident's lifetime under the terms of the Care Agreement, Resident hereby designates that the Refund be paid to the Resident. If the Entrance Deposit was paid on behalf of Joint Residents, the Refund will be paid to both joint residents.

2. Refund Upon Death - In the event that a Refund becomes payable upon Resident's death under the terms of the Care Agreement, Resident hereby designates that the Refund be made payable to the Estate of Resident. In the case of Joint Residents, the Refund will be made payable to the Estate of the final surviving Joint Resident. The check payable to the Estate of Resident or the Estate of the surviving Joint Resident should be mailed to the duly qualified personal representative, Executor, or Executrix, as the case may be, of the Estate.

Resident	Date
Resident	Date

If signed by a representative, indicate name of representative and nature of authority (i.e. power of attorney, guardian, etc.): _____

This Refund Form was signed by the above-named Resident(s) in our presence and in the presence of each other and the above-named Resident(s) has acknowledged this Refund Form as Resident's own act.

Witness	Address
Witness	Address

Received by WINDSOR RUN:

By: _____	_____
WINDSOR RUN Representative	Date

REFUND FORM 2

1. Refund during Lifetime - In the event that a Refund becomes payable during Resident's lifetime under the terms of the Care Agreement, Resident hereby designates that the Refund be paid to: **(please check one option)**

Resident _____ Beneficiaries as designated below _____

2. Refund Upon Death - In the event that a Refund becomes payable upon Resident's death under the terms of the Care Agreement, Resident hereby designates that the Refund be paid directly for convenience to the beneficiaries listed below, *per stirpes*, in the percentages indicated.

Percentage Interest, Name & Address of Beneficiary

1. _____ % _____ _____ _____	2. _____ % _____ _____ _____
3. _____ % _____ _____ _____	4. _____ % _____ _____ _____
5. _____ % _____ _____ _____	6. _____ % _____ _____ _____

Resident

Date

Resident

Date

If signed by a representative, indicate name of representative and nature of authority (i.e. power of attorney, guardian, etc.): _____

This Refund Form was signed by the above-named Resident(s) in our presence and in the presence of each other and the above-named Resident(s) has acknowledged this Refund of Form as Resident's own act.

Witness

Address

Witness

Address

Received by WINDSOR RUN:

By: _____
WINDSOR RUN Representative

Date

Note 1 - Per stirpes generally means that if a named person is not living at the time the Refund is to be distributed, his or her children will share that person's share of the Refund equally. A pattern of children substituting for and sharing equally in their deceased parent's share continues through succeeding generations existing as of the date of the Resident's passing or, in the case of Joint Residents, the last Resident's passing.

E. Club Membership Application

WINDSOR RUN CLUB
APPLICATION FOR MEMBER

Unless otherwise noted by Resident's having initialed the statement below, execution of this Residence and Care Agreement will constitute Resident's application to become a member of the Windsor Run Club (the "Club"), a private social club. The Club is a social club which will hold a private club license permitting the service of alcoholic beverages to its members and their guests for on-premises consumption at certain facilities in the Windsor Run retirement community complex. In accordance with the Windsor Run Club Membership and Participation Policy and the requirements of the ABCE, the application shall be considered by the Club's membership committee, which will inform Resident if he or she has been accepted for membership. Copies of the Club's policy shall be provided to Resident upon his or her request.

_____ My execution of this Agreement shall not constitute my application to become a member of the Windsor Run Club.

F. Key Receipt Form

**WINDSOR RUN
KEY RECEIPT FORM**

Resident Name(s): _____

Apartment/ Unit #: _____

I/We have received the following items on the date shown next to signature(s):

_____ Apartment Keys

_____ Resident Key Badges

_____ Exterior Door Keys

_____ Mailbox Keys

For purposes of the Residence & Care Agreement, taking apartment keys is considered the Occupancy Date and the Monthly Service Package fees start as of the take keys date.

Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this form shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same form.

Resident/Representative Signature

Date

Resident/Representative Signature

Date

Community Representative Signature

Date

G. Promissory Note (if any)

\$ _____
Matthews, North Carolina

Date of Note: _____ 20__

WINDSOR RUN, LLC
PROMISSORY NOTE

Now, therefore, the undersigned, _____, (the "Maker"), hereby promises to pay to the order of WINDSOR RUN, LLC at its offices located at 2030 Windsor Run Lane, Matthews, North Carolina 28105 or at such other place as the holder of this Note may, from time to time designate, the principal sum of: _____ Dollars (\$ _____), plus all accrued interest, payable on or before _____, 20__ (the "Maturity Date").

1. Interest Rate. Interest on the unpaid principal balance shall begin accruing on the **DATE OF THIS NOTE** which appears in the upper right hand corner of this Note, at the rate of nine percent (9%) per annum (360 days per year) and said accrued interest shall be invoiced and paid monthly (**in arrears**) beginning the first day of the second calendar month following the **DATE OF THIS NOTE**. In the event that the Maker of this Note pays the entire balance principal due on or before _____, 20__, the interest for that period shall be **waived**. In the event that the **entire** balance is not paid on or before _____, 20__, **accrued interest will be charged from the DATE OF THIS NOTE.**

2. Repayment. Maker agrees to pay interest from the day after the date of this Note hereof in monthly installments until the Maturity Date at which date all outstanding principal and interest shall be due and payable.

3. Application of Payments. All payments made hereunder shall be applied first to accrued interest, before being applied to principal.

4. Prepayment. The undersigned may prepay this Note in whole or in part at any time without any penalty.

5. Default. Upon a default in the payment of any installment of principal or interest due hereunder which has continued for a period of thirty (30) days after written notice of default, the Holder may, in addition to any other remedy provided by law, recover attorneys fees and costs, and in its sole discretion and without further notice or demand, declare that the Residence and Care Agreement of the Maker/ Resident is terminated for non-payment.

6. Assignment. In the event the Holder of this Note shall assign or transfer this Note for value, the undersigned agrees that all subsequent Holders of this Note shall not be subject to any claims or defenses which the undersigned may have against a prior Holder, all of which are waived as to the subsequent Holder, and that all subsequent Holders shall have all of the rights of a Holder in

due course with respect to the undersigned even though the subsequent Holder may not qualify, under applicable law, absent this paragraph, as a Holder in due course.

7. Waiver. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers of this Note. This Note shall be the joint and several obligation of all makers, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

8. Notice. Any notice provided for in the Note shall be in writing and shall be given and be deemed to have been given and received (i) when personally delivered against a signed receipt or (ii) three (3) days after being mailed by both registered or certified mail, return receipt requested and also by first-class mail, addressed to the maker or Holder at the appropriate address first above set forth or to such other address as may be hereinafter specified by written notice by the Maker or Holder.

9. Miscellaneous. This Note shall be construed and governed according to the laws of the State of North Carolina. Venue for any action arising out of the making of this Note shall be in Mecklenburg County, North Carolina.

10. Electronic Signature. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Note shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Note may sign separately in several counter-parts, all of which together shall constitute one and the same Note.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed and sealed the day and year first above written.

WITNESS(ES):

MAKER:

Unit: _____

ALLONGE TO PROMISSORY NOTE

THIS ALLONGE TO PROMISSORY NOTE (the "Allonge") is effective as of _____, 20__ by and between Windsor Run, LLC ("HOLDER"), and _____, ("MAKER").

Recitals

R.1. MAKER executed that certain Promissory Note in favor of HOLDER in the principal sum of \$ _____, dated as of _____ (the "Note").

R.2 MAKER and HOLDER have agreed to amend the Note per the terms and conditions stated herein.

Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MAKER and HOLDER hereby agree as follows:

1. **Amendment.** The Note is hereby amended as follows (**initial as applicable**):

_____ a. Each reference in the Note to the Maturity Date is hereby amended to mean and refer to _____, 20__ (the "Revised Maturity Date"). MAKER agrees to pay an additional \$ _____ (the "10% Deposit") in principal on the date of this Allonge and agrees to continue paying equal 10% Deposit payments every thirty (30) days from the date of this Allonge until the Revised Maturity Date. On the Revised Maturity Date, MAKER agrees to pay all outstanding principal to HOLDER.

If MAKER pays each required 10% Deposit payment when due and also pays the outstanding principal by the Revised Maturity Date, then HOLDER will waive interest on the principal. However, if MAKER fails to make any of the required 10% Deposit payments on each due date or if MAKER fails to pay the outstanding principal by the Revised Maturity Date, then MAKER agrees and acknowledges that HOLDER will assess interest at the rate provided in the Note from the date of default of payment until full payment of the principal and accrued interest.

_____ b. MAKER acknowledges that payment was not made by the Maturity Date and that MAKER cannot make additional principal payments. HOLDER agrees to permit MAKER to extend payment of the principal until _____, 20__ (the "Extension Date"). However, MAKER will be assessed and must pay interest of 9% per

annum on the unpaid principal until the Extension Date when all outstanding principal and interest are due and payable.

2. **Affirmation.** The representations of MAKER contained in the Note are true and correct as of this date and MAKER represents to HOLDER the accuracy of each representation as if they have been made on this date. This Allonge (a) is being physically attached to the Note simultaneously with the entry into this Allonge by the parties hereto, to evidence the modification of the provisions of the Note effected hereby, and (b) shall upon such attachment be deemed to be a part of the Note, as fully and completely as if its provisions were set forth in the body of the Note.

3. **Definition.** The term "this Note" as used in the Note, shall mean the Note as modified herein unless the context clearly indicates or dictates a contrary meaning. Other defined terms in this Allonge were previously defined in the Note and have the same meaning as defined in the Note.

4. **Default.** In the event of a default in the payment of any installment of interest or principal due hereunder, HOLDER may, in addition to any other remedy provided by law, recover attorneys' fees and costs, and in its sole discretion and without further notice or demand, declare that the Residence and Care Agreement of the Maker/Resident is terminated for non-payment.

5. **Liability and Obligations; No Novation.** MAKER ratifies and confirms all of its liabilities and obligations under the Note and agrees that, except as expressly modified in this Allonge, the Note continues in full force and effect as if set forth specifically herein. MAKER and HOLDER agree that this Allonge shall not be construed as an agreement to extinguish the original obligations under the Note and shall not constitute a novation as to the obligations of MAKER under the Note.

6. **Electronic Signature.** Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Allonge shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Allonge may sign separately in several counter-parts, all of which together shall constitute one and the same Allonge.

7. **Prior Consent.** This Allonge may not be amended, changed, modified, altered, or terminated without in each instance the prior written consent of HOLDER.

Maker(s):

HOLDER: Windsor Run, LLC

By: _____

Title: _____

Living Unit: _____

H. Custom Interiors Agreement (if any)

**CUSTOM INTERIORS AGREEMENT ADDENDUM TO
RESIDENCE AND CARE AGREEMENT**

THIS CUSTOM INTERIORS AGREEMENT (the “**Agreement**”) is made as of this _____ day of _____, 2____, by and between Windsor Run, LLC, having an address of 2030 Windsor Run Lane, Matthews, North Carolina 28105 (herein referred to as “**Windsor Run**”) and _____ (“**Resident**”).

RECITALS

R.1 Resident has entered or shall enter into a Residence and Care Agreement (the “**Care Agreement**”) with Windsor Run to occupy the following residential unit at the Community: _____ (the “**Living Unit**”).

R.2 Resident desires to purchase certain upgrades or make certain changes to the current condition of the Living Unit to customize the Living Unit for Resident. Windsor Run is willing to make the changes desired by Resident only upon the following terms and conditions.

R.3 Terms that are not defined in this Agreement have the same meaning as in the Resident’s Care Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Improvements. Resident and Windsor Run agree that Resident’s Living Unit will be customized with the upgrades and improvements (the “**Improvements**”) which are listed in the Statement of Work/Price Quote in Exhibit A, attached to and incorporated into this Agreement.

2. Cost of the Improvements. Resident agrees to pay to Windsor Run the contract fee (“**Contract Fee**”) for the Improvements as listed in Exhibit A. The Contract Fee is due and payable in full upon signature of this Agreement, prior to ordering any custom materials or starting the work. Once Windsor Run has commenced the work by engaging contractors and/or ordering materials, the Contract Fee is then non-refundable. If Resident withdraws his or her application, rescinds the Care Agreement, or fails to occupy the Living Unit for any reason after commencement of the work, Resident understands and agrees that Resident shall **not** be entitled to any reduction or refund of the Contract Fee except as provided in Section 3 hereof.

3. Refurbishing Charges:

a. Pre-Occupancy. If Resident does not occupy the Living Unit for any of the reasons described in Section 2 hereof, Windsor Run may, in its sole discretion, elect to refurbishing the Living Unit to its previous condition or to market the Living Unit with the Improvements to a new resident. If Windsor Run elects to restore the Living Unit, Resident is responsible for any Refurbishing Charges as provided in Section 9.4 of the Residence and Care Agreement (see Section 9.4).

b. Post-Occupancy. After the Occupancy Date by Resident, if the Residence and Care Agreement is terminated by either party for any reason or terminates due to the death of Resident, or if Resident is permanently transferred to a different Living Unit, Windsor Run may, in its sole discretion, elect to refurbishing the Living Unit to its pre-upgrade condition or to market the Living Unit with the Improvements to a new resident. When Windsor Run elects to restore the Living Unit, Resident is responsible for any Refurbishing Charges as provided in Section 9.4 of the Residence and Care Agreement.

4. Entire Agreement. This Agreement and the Care Agreement constitute the entire agreement between the parties in respect of customizing and restoring the Living Unit, and there are no oral agreements between the parties in connection herewith. This Agreement is incorporated into the Care Agreement. The Care Agreement remains in full force and effect, and, if there is any inconsistency between this Agreement and the Care Agreement, the Care Agreement shall govern. This Agreement may be amended only in writing executed by all parties.

5. Governing Law; Venue. This Agreement shall be governed by the law of the State of North Carolina. The parties agree that venue for any claim or action arising out of this Agreement shall be in Mecklenburg County, North Carolina.

6. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and shall be construed as though they had not contained the invalid or unenforceable provision.

7. Notices. Any notice, invoice, or payment under this Agreement to be given to a party may be either personally delivered or sent by first-class mail, postage prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such address by notice in writing.

8. Electronic Signatures. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

INTENDING TO BE LEGALLY BOUND, the parties have set forth their signatures below.

RESIDENT

WINDSOR RUN, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT A – STATEMENT OF WORK/PRICE QUOTE

1. The work to be performed by Windsor Run is described in the attached Price Quote. Windsor Run has the right to sub-contract or assign portions of the work to its subcontractors, vendors or suppliers. If Resident requests additional work to the Living Unit, such requests must be made in writing. No work can be commenced in the unit until Resident has taken keys for the Living Unit. Windsor Run shall advise Resident of any changes to the Contract Fee due to the additional requested work.

2. Limitation of Liability. Windsor Run will perform the work in a timely manner and in workmanlike fashion. **WINDSOR RUN'S LIABILITY TO RESIDENT FOR ANY CLAIMS OF DEFECTS IN MATERIALS OR WORKMANSHIP OR ANY OTHER CLAIMS ARISING FROM THE WORK SHALL NOT, IN ANY CIRCUMSTANCE, EXCEED THE AMOUNT OF THE CONTRACT FEE PAID BY RESIDENT TO WINDSOR RUN.**

I. Guaranty Agreement (if any)

WINDSOR RUN
GUARANTY AGREEMENT ADDENDUM TO
RESIDENCE AND CARE AGREEMENT

This Guaranty Agreement is made as of this _____ day of _____, 20____
between Windsor Run, LLC, ("Windsor Run") and _____
_____ (herein collectively referred to as "Guarantor").

WHEREAS, _____ ("Beneficiary") desires to become a
resident at the Windsor Run Retirement Community and has entered or will enter into a Residence
and Care Agreement with Windsor Run;

WHEREAS, Beneficiary's current financial status does not meet Windsor Run' standard
qualifications, and Windsor Run cannot allow Beneficiary to become a resident without additional
assurances;

WHEREAS, Guarantor desires to give Windsor Run additional assurances in order to induce
Windsor Run to accept the Beneficiary as a resident;

NOW THEREFORE, in consideration of the foregoing and other good and valuable
consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as
follows:

1. Guarantor agrees to voluntarily and unconditionally guarantee payment (the
"Guaranty") of Beneficiary's obligations which are due or may become due to Windsor Run incurred
relative to Beneficiary's residence at Windsor Run pursuant to the terms of the Residence and Care
Agreement. This Guaranty shall continue in effect from the date of this Agreement until the
Guarantor is released by Windsor Run pursuant to Section 8 of this Agreement. The Guaranty is
unlimited as to amount.

2. Guarantor understands that this is an unconditional Guaranty of payment, not
collection. If Windsor Run believes, in its sole discretion, that an attempt to collect from the
Beneficiary may be detrimental to the Beneficiary's health or would not be reasonable considering
Beneficiary's economic condition, Windsor Run will not attempt to collect from the Beneficiary first.

3. Windsor Run will use its sole discretion in determining whether or not to proceed to
collect amounts from Guarantor or other sources. In exercising that discretion, as a matter of policy
but not obligation, generally Windsor Run will first determine if Beneficiary has any readily
available source of funds to pay his/her obligations and if Beneficiary does, seek to obtain the funds
from such source; second, seek to obtain payment from Guarantor; third, from spending down the
Entrance Deposit paid to Windsor Run; fourth, seek to obtain payment from medical assistance if
Windsor Run believes medical assistance is available to Beneficiary; and finally, seek to obtain funds
from any remaining source of available funds.

4. Subject to verification of Beneficiary's financial qualifications and health-related status, Windsor Run agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

5. Guarantor hereby waives its rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantor further agrees that all arrangements concerning Beneficiary's financial obligations to Windsor Run shall be made and decided solely between Windsor Run and the Beneficiary. However, Guarantor shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

6. Guarantor will be deemed to have defaulted under this Guaranty Agreement in the event that Guarantor fails to pay to Windsor Run all amounts due and payable pursuant to the Guaranty within forty-five (45) days of demand by Windsor Run for payment pursuant to the Guaranty.

7. In the event of a Default, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any court costs, including reasonable attorneys' fees, that might be incurred by Windsor Run in enforcing the Agreement. The parties agree that this agreement shall be interpreted under the laws of the State of North Carolina and that venue for any claim arising out of this Guaranty Agreement shall be in Mecklenburg County, North Carolina.

8. In the event that Beneficiary terminates the Residence and Care Agreement during his/ her lifetime or dies during residence at Windsor Run, Windsor Run agrees that Guarantor shall be released from its obligations under this Guaranty Agreement upon satisfaction of all of Beneficiary's outstanding charges.

9. This Guaranty is incorporated into the Residence and Care Agreement. The Residence and Care Agreement remains in full force and effect, and, if there is any inconsistency between this Guaranty and the Residence and Care Agreement, the Residence and Care Agreement shall govern.

10. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Guaranty Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Guaranty Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Witness

Guarantor

Witness

Guarantor

Windsor Run, LLC

By: _____

Witness

WINDSOR RUN
LIMITED GUARANTY AGREEMENT (JOINT ASSETS)
ADDENDUM TO RESIDENCE AND CARE AGREEMENT

This Guaranty Agreement is made as of this _____ day of _____, 20____ between Windsor Run, LLC ("Windsor Run") and _____ (herein collectively referred to as "Guarantor").

Recitals

R.1 _____ ("Beneficiary") desires to become a resident at the Windsor Run Retirement Community and will enter into a Residence and Care Agreement with Windsor Run;

R.2 Beneficiary and Guarantor own jointly the assets (the "Joint Assets") set forth in Exhibit A, attached to and incorporated in this Agreement which Joint Assets have the value set forth in Exhibit A as of the date of this Agreement;

R.3 Due to the ownership of the Joint Assets, Beneficiary's individual financial status does not meet Windsor Run's standard qualifications for residency;

R.4 Guarantor desires to give Windsor Run additional assurances as to the Joint Assets in order to induce Windsor Run to accept the Beneficiary as a resident;

Agreement

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Subject to the limitations set forth in Section 2 hereof, Guarantor agrees to voluntarily and unconditionally guarantee payment (the "Guaranty") of Beneficiary's obligations which are due or may become due to Windsor Run incurred relative to Beneficiary's residence at Windsor Run pursuant to the terms of the Residence and Care Agreement. This Guaranty shall continue in effect from the date of this Agreement until the Guarantor is released by Windsor Run pursuant to Section 9 of this Agreement.

2. Unless Guarantor has committed a Default under this Guaranty as defined in Section 5 hereof, the Guaranty is limited to payment from the Joint Assets as set forth in Exhibit A. Guarantor understands that this is an unconditional Guaranty of payment, not collection.

3. Subject to Windsor Run's verification of Beneficiary's financial qualifications other than the Joint Assets and to Windsor Run's determination of the appropriate level of care for

Beneficiary, Windsor Run agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

4. In the event that Beneficiary is unable to meet his/her obligations under the Residence and Care Agreement without use of the Joint Assets, Windsor Run will use its sole discretion in determining whether or not to proceed to collect amounts from the Beneficiary, the Joint Assets, the Guarantor, or other sources. In exercising that discretion, as a matter of policy but not obligation, generally Windsor Run will take the following steps:

- 4.1. Upon Beneficiary's or Beneficiary's duly authorized representative's request for assistance pursuant to the Residence and Care Agreement, Windsor Run shall review the Beneficiary's then-current financial status, including but not limited to the balance of the Joint Assets. Windsor Run may request further documentation to show that any changes in the value of the Joint Assets, as shown in Exhibit A, were either expenditures made for the direct benefit of the Beneficiary or market fluctuations in the value of the Joint Assets.
- 4.2. If Windsor Run believes in its sole discretion that any expenditures from the Joint Assets were spent for the benefit of Beneficiary and that Beneficiary is not otherwise in breach of the Residence and Care Agreement, Windsor Run may then initiate a spend-down plan with the Beneficiary or the duly authorized representative for Beneficiary's assets, including the Joint Assets, other than the Entrance Deposit. Windsor Run may require that Resident seek to obtain funds from outside sources such as medical assistance. If Windsor Run believes in its sole discretion that any expenditures from the Joint Assets were due to a Default by Guarantor, Windsor Run shall proceed as provided in Section 5 hereof.
- 4.3. After spend-down of Beneficiary's assets, including the Joint Assets, Windsor Run shall release the Guaranty and shall initiate a spend-down of the entrance deposit.

5. Guarantor will be in Default under this Guaranty Agreement in the event that Guarantor withdraws, spends, distributes, pledges, assigns, or otherwise uses the Joint Assets for any purpose other than for the direct benefit of the Beneficiary. In the event of a Default, as a matter of policy but not obligation, Windsor Run shall normally proceed as follows:

- 5.1. Prior to initiating a spend-down plan as described in Section 4.2, Windsor Run shall first enforce the Guaranty. Windsor Run shall have the right to enforce payment of the Guaranty against any and all of Guarantor's personal assets in any form whatsoever and shall not be limited to payment from the Joint Assets. The Guaranty shall be limited to the amount of the Joint Assets withdrawn, spent, distributed, pledged, assigned, or otherwise used by the

Guarantor other than for the direct benefit of the Beneficiary, which amount shall be determined by Windsor Run in its sole discretion.

- 5.2. In the event that Windsor Run is required to hire a collection agency or to initiate legal proceedings to enforce the Guaranty, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any and all interest, collection costs, and court costs, including reasonable attorneys' fees, that might be incurred by Windsor Run in enforcing the Guaranty.
- 5.3. After payment to Windsor Run of all sums due pursuant to the Guaranty and any interest, collection costs, court costs, including reasonable attorney's fees, which may be due pursuant to Section 5.2, Windsor Run will work with the Beneficiary or the Beneficiary's duly authorized representative to initiate the steps listed in Section 4.2 and 4.3 hereof for the spend-down program.

6. The parties agree that this agreement shall be interpreted under the laws of the State of North Carolina and that venue for any claim arising out of this Guaranty Agreement shall be in Mecklenburg County, North Carolina.

7. Guarantor hereby waives its rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantor further agrees that all arrangements concerning Beneficiary's financial obligations to Windsor Run shall be made and decided solely between Windsor Run and the Beneficiary. However, Guarantor shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

8. In addition to all rights available to Windsor Run under this Agreement, Windsor Run shall also have all of the rights and remedies enumerated in the Residence and Care Agreement, up to and including termination of residency, for non-payment of fees.

9. Windsor Run agrees that it will release Guarantor from the obligations under this Guaranty Agreement upon the sooner of:

- a. The termination of the Residence and Care Agreement either during his/ her lifetime or due to Beneficiary's death, upon satisfaction of all Guarantor's obligation under this Guaranty Agreement and ninety (90) days following Beneficiary's Departure Date or resale of the Living Unit, whichever event shall occur first;
- b. The completion of the steps listed in Sections 4.1, 4.2 and 4.3 hereof; or
- c. The payment of all sums due to Windsor Run, as enumerated in Section 5.3, in the event of a Default.

10. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Guaranty Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Guaranty Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Guaranty Agreement.

Witness

Guarantor

Witness

Guarantor

Windsor Run, LLC

Witness

By: _____

EXHIBIT A

Joint Assets

Value as of Date of Agreement

WINDSOR RUN MONTHLY CONTRIBUTION GUARANTY
ADDENDUM TO THE RESIDENCE & CARE AGREEMENT

This Guaranty Agreement is made as of this _____ day of _____, 20__ between WINDSOR RUN, LLC. (herein referred to as "Windsor Run") and _____ (herein collectively referred to as "Guarantor").

WHEREAS, _____ ("Beneficiary") desires to become a resident of Windsor Run Retirement Community (the "Community"), operated by Windsor Run and has entered or will enter into a Residence and Care Agreement with Windsor Run;

WHEREAS, Beneficiary's current financial status does not meet Windsor Run' standard qualifications, and Windsor Run cannot allow Beneficiary to become a resident without additional assurances;

WHEREAS, Guarantor desires to give Windsor Run additional assurances in order to induce Windsor Run to accept the Beneficiary as a resident;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Guarantor agrees to voluntarily and unconditionally guarantee payment (the "Guaranty") of a portion of Beneficiary's obligations which are due or may become due to Windsor Run incurred relative to Beneficiary's residence at the Community pursuant to the terms of the Residence and Care Agreement. Specifically, Guarantor agrees to voluntarily and unconditionally pay to the order of Windsor Run _____ Dollars (\$_____) per month towards Beneficiary's Monthly Service Package which will assist Beneficiary to continue payment of the remaining monthly balance without depleting Beneficiary's stated assets verified during the admission process. This Guaranty shall continue in effect from the date of this Agreement until the Guarantor is released by Windsor Run pursuant to Section 8 of this Agreement. If applicable, this Guaranty is limited to a total of _____ Dollars (\$_____).

2. Guarantor understands that this is an unconditional Guaranty of payment, not collection.

3. Until the total limit of the guaranty is reached, Guarantor will remit monthly payment by the 15th day of each month to Windsor Run at the following address: _____ . Payments are due in advance for each month.

4. Subject to verification of Beneficiary's financial qualifications and health-related status, Windsor Run agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

5. Guarantor hereby waives its rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantor further agrees that all arrangements concerning Beneficiary's financial obligations to Windsor Run shall be made and decided solely between Windsor Run and the Beneficiary. However, Guarantor shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

6. Guarantor will be deemed to have defaulted under this Guaranty Agreement in the event that Guarantor fails to pay to Windsor Run all amounts due and payable pursuant to the Guaranty within forty-five (45) days of demand by Windsor Run for payment pursuant to the Guaranty.

7. In the event of a Default, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any court costs, including reasonable attorneys' fees, that might be incurred by Windsor Run in enforcing the Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of North Carolina, and venue for any claim arising out of this Guaranty Agreement shall be in Mecklenburg County, North Carolina.

8. In the event that Beneficiary terminates the Residence and Care Agreement during his/ her lifetime, dies during residence at the Community, or Beneficiary becomes a permanent resident of the nursing facility to be located at Windsor Run, Windsor Run agrees that Guarantor shall be released from its obligations under this Guaranty Agreement upon satisfaction of all of Guarantor's obligations pursuant to this Guaranty Agreement. In addition, Windsor Run agrees that Guarantor shall be released from its obligations when and if Guarantor has paid the total limit of the guaranty as stated in Section 1 hereof.

9. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Guaranty Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Guaranty Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Witness

Guarantor

Witness

Guarantor

WINDSOR RUN, LLC

Witness

By: _____

J. Unit Release Forms

WINDSOR RUN
UNIT RELEASE ADDENDUM

Resident(s): _____ Unit: _____

Storage bin: _____ Parking Space/ Covered Parking: _____

Departure Date: _____

This form is used to release the current Living Unit in the event of a termination of the Residence and Care Agreement. The term "Community" refers to Windsor Run, LLC.

1. I/ We hereby release the referenced Unit for resettlement. I/We will vacate the Unit no later than indicated Departure Date and will also relinquish the keys to the Community. I/We also relinquish the referenced storage bin and parking space as of the same Departure Date.

2. To expedite receipt of the next Entrance Deposit, the Community has my/our permission to show this Unit as of _____. If I/We are still living in the Unit, the Community will show the Unit only on mutually agreeable dates and times.

3. Per Section 8.6 of the Residence and Care Agreement, I/We will be responsible for the monthly service package, minus the non-occupancy credit as applicable, up to and including a maximum of ninety days from the Departure Date.

4. Per Section 9.4 of the Residence and Care Agreement, I/We will be responsible for the Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy; however, depending on the circumstances of release or transfer, all or a portion of the Refurbishing Charges may be covered by the Community (see Section 9.4 for details). This release is for (check one option):

ILU Release ALF/Memory Care Release

5. The Community will provide the Refund per the terms and conditions of Section 7 of the Residence and Care Agreement. After the conditions are met, the Community will generate the Refund within the 60 day period. The full 60 day period may be needed to generate the Refund. The Community also offers these options (*please initial one*):

a. To expedite the Refund, I/ We direct the Community to deduct the amount of the final bill from the Refund and to send a copy of the final bill with the Refund check(s) depending on the designation of beneficiaries per the Refund Form. I/We will still have a reasonable opportunity to review the final bill and discuss charges deducted from the Refund. The Community will refund charges that

were deducted in error. **Initialing this option constitutes pre-approval of the final bill per the terms of Section 7.6.**

_____ b. I/ We direct the Community to send the final bill for approval before any Refund. I/We understand that this may extend the processing for the Refund to the full 60 day period. **Initialing this option does not constitute pre-approval of the final bill and thus the resident does not receive the Refund Number.**

6. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Addendum shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same Addendum.

This Addendum is incorporated into the Residence and Care Agreement. All other provisions of the Residence and Care Agreement remain in full force and effect, except as specifically modified in this Addendum and any inconsistency between this Addendum and the Residence and Care Agreement shall be governed by the terms of the Residence and Care Agreement.

Date

Signature of Resident or Resident's Representative

If signed by a Representative, Name, Address and
Phone # of Representative:

Staff Member: _____

WINDSOR RUN
UNIT RELEASE - TRANSFER ADDENDUM

Resident(s): _____ Unit: _____

Storage bin: _____ Parking Space/ Covered Parking: _____

Departure Date: _____

This form is used to release the current Living Unit in the event of a transfer and to modify the Residence and Care Agreement for changes in the Resident's new Living Unit, monthly service package, and Entrance Deposit, if any. The term "Community" refers to Windsor Run.

1. I/ We hereby release the referenced Unit for resettlement. I/We will vacate the Unit no later than indicated Departure Date and will also relinquish the keys to the Community. I/We also relinquish the referenced storage bin and parking space as of the same Departure Date.

2. To expedite receipt of the next Entrance Deposit, the Community has my/our permission to show this Unit as of _____. If I/We are still living in the Unit, the Community will show the Unit only on mutually agreeable dates and times.

3. Per Section 8.5 of the Residence and Care Agreement, I am responsible for payment of the Monthly Service Package, pro-rated and less the Non-Occupancy Credit as applicable, for the vacated Living Unit until I completely vacate, remove all possessions from the vacated Living Unit, and return the keys for the vacated Living Unit to Windsor Run.

4. Per Section 9.4 of the Residence and Care Agreement, I/We will be responsible for the Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy; however, depending on the circumstances of release or transfer, all or a portion of the Refurbishing Charges may be covered by the Community (see Section 9.4 for details). This release is for (check one option):

- _____ ILU to ILU
- _____ ILU to ALF/Memory Care
- _____ ALF/Memory Care to any unit
- _____ Any unit to another Erickson campus

5. I/ We are making the following transfer:

_____ a. I am/We are moving to Unit _____ at the Community. The new monthly fee shall be \$ _____ and the Entrance Deposit (*circle one*): remains the same/ is changed to \$ _____. I/We have the right to occupy the new Unit from the Occupancy Date for such new Unit to the Departure Date for such new Unit.

_____ b. I am/ We are moving to _____, an Erickson managed community. The Community will provide the Refund per the terms and conditions of Section 7 of the Residence and Care Agreement. I/ We direct the Community to send the Refund to _____ after the final bill at this Community is settled.

i. I/ We direct the Community to automatically deduct the final bill at this Community from the Refund. **Initialing this option constitutes pre-approval of the final bill per the terms of Section 7.6**

ii. I/ We do not want the final bill automatically deducted. I/ We understand that the final bill must be paid separately before the Refund is made to the new community and that this may extend the time for move-in to the new community. **Initialing this option does not constitute pre-approval of the final bill and thus the resident does not receive the Refund Number.**

6. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Addendum shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same Addendum.

This Addendum is incorporated into the Residence and Care Agreement. All other provisions of the Residence and Care Agreement remain in full force and effect, except as specifically modified in this Addendum, and any other inconsistency between this Addendum and the Residence and Care Agreement shall be governed by the terms of the Residence and Care Agreement.

Date

Signature of Resident or Resident's Representative

If signed by a Representative, Name, Address and Phone # of Representative:

()

Staff Member: _____

K. Flexible Payment Program Addendum (if any)

**FLEXIBLE PAYMENT PROGRAM ADDENDUM TO
RESIDENCE AND CARE AGREEMENT**

Resident(s): _____

Resident(s): _____

Living Unit: _____

Effective Date: _____

This Flexible Payment Program Addendum (the "Addendum") is entered into between Resident(s) listed above and Windsor Run, LLC ("Windsor Run") as of the Effective Date.

Recitals

R.1. Windsor Run normally requires the payment of a full Entrance Deposit for a living unit as a condition to residency.

R.2. Windsor Run offers the Flexible Payment Program (the "Program") to qualifying applicants in its sole and absolute discretion. The Program allows qualifying residents to move to the Community, with a minimum payment of ten percent (10%) of the Entrance Deposit for the selected Living Unit and payment of an additional monthly differential of Fifty Dollars (\$50.00) per each Ten Thousand Dollars (\$10,000.00) of the outstanding balance of the Entrance Deposit.

R.3. Resident is unable to pay the full Entrance Deposit for the indicated Living Unit and would like to take advantage of the Flexible Payment Program and Windsor Run agrees to offer this program to Resident.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Windsor Run agrees to accept Resident as a participant in the Program and Resident agrees to participate in the Program based on the terms and conditions required by this Addendum. For purposes of this Addendum, the term "Resident" includes the plural "Residents." The Term of this Addendum is from the Effective Date first listed above through _____, 20__.

2. Windsor Run and Resident agree that, as of the Effective Date, Resident's normal Entrance Deposit and normal Monthly Service Package are the amounts indicated in Schedule I of the Residence and Care Agreement (the "Care Agreement") by and between Windsor Run and Resident. However, during the Term of this Addendum, Windsor Run agrees to accept Resident with the Flexible Entrance Deposit provided that Resident pays the Monthly Differential listed below.

Flexible Entrance Deposit:	\$ _____
Monthly Differential:	\$ _____ per month

3. The Monthly Differential is due and payable in addition to the Resident's Monthly Service Package for the Living Unit and in addition to any other fees and charges and ancillary fees due and payable per the Care Agreement. The Monthly Differential for the month during which a Resident first participates in the Flexible Payment Program shall be payable monthly in advance on a pro-rated basis throughout the Term.

4. Throughout the Term, Windsor Run will permit Resident's continued participation in the Program as long as Resident remains in compliance with all of the following conditions. Upon request, Resident will provide Windsor Run with reasonable documentation evidencing continued compliance with these conditions.

- (i) Resident is otherwise in compliance with the terms and conditions of the Care Agreement;
- (ii) Resident's property located at _____ (the "Property") is vacated by Resident and remains completely unoccupied and available for sale;
- (iii) The Property is listed for sale with a licensed real estate broker acceptable to Windsor Run for fair market value of the Property;
- (iv) Resident assists the real estate broker, as needed, in marketing and presenting the Property for sale, and accepts any bona fide offers to purchase the Property for the listed purchase price; and
- (v) Resident continues to own the Property and does not transfer any right, title, or interest, including but not limited to any leasehold interest, to any other person.

5. Upon the earlier of: (i) the sale and settlement of the above-listed Property, or (ii) the expiration of the Term of this Addendum, Resident agrees to promptly pay to Windsor Run the sum of \$ _____, representing the outstanding balance between the Flexible Entrance Deposit and the full Entrance Deposit listed on Schedule I of the Care Agreement. If Resident pays the balance within five (5) days following the settlement on the Property, or if the Property has not settled, then by the end of the Term of this Addendum, Windsor Run agrees to credit the total Monthly Differentials paid by Resident towards the outstanding balance. If Resident pays the balance after the fifth day from settlement, or, if the Property has not settled, if the Resident pays the balance after the expiration of the Term, Windsor Run will not credit the Resident the Monthly Differentials and Resident will not receive any refund of the Monthly Differentials paid.

6. If Resident fails to pay the balance of the Entrance Deposit within thirty (30) days of settlement on the Property, or, if the Property has not settled, if the Resident fails to pay the balance within thirty (30) days after the expiration of the Term of this Addendum, if Resident gifts or transfers the Property or any interest therein for less than fair market value, or if Resident otherwise fails to comply with the Program requirements as indicated in this Addendum, Resident acknowledges that Resident shall be in breach of the Care Agreement for failure to pay the full Entrance Deposit for the Living Unit and that Windsor Run may terminate Resident's residency for cause per Section 12 of the Care Agreement.

7. Resident may, at any time, voluntarily opt out of the Flexible Payment Program prior to settlement on the Property by notifying Windsor Run in writing. If Resident opts out of the Flexible Payment Program, Resident will be required to pay, within five (5) days of the notice, the outstanding balance between the Flexible Entrance Deposit and the full Entrance Deposit listed on Schedule I of the Care Agreement. If Resident pays the balance within five (5) days following the notice, Windsor Run agrees to credit the total Monthly Differentials paid by Resident towards the outstanding balance. If Resident pays the balance after the fifth day from the notice, Windsor Run will not credit the Resident and Resident will not receive any refund of the Monthly Differentials paid. Upon Community's receipt of the full Entrance Deposit, Resident will no longer be required to pay the Monthly Differential.

8. Windsor Run reserves the right to discontinue the Flexible Payment Program at any time. In the event the Flexible Payment Program is discontinued, Residents who are currently in the program may continue to participate on the terms and conditions contained in this Addendum through the Term of the Addendum.

9. If Resident remains a participant in the Program and Resident permanently transfers from the Living Unit to another living unit at the Community with a higher Entrance Deposit than the Entrance Deposit listed on Schedule I of the Care Agreement, Resident agrees that the balance of the Entrance Deposit due and payable to the Community is the sum listed in Section 5 plus the difference between the Entrance Deposit listed on Schedule I of the Care Agreement and the Entrance Deposit in effect for the new Living Unit to which Resident is transferring.

10. If Resident remains a participant in the Program and Resident's Care Agreement terminates prior to payment of the full Entrance Deposit for any reason, including but not limited to the election of Resident, for just cause by Windsor Run, or for the death of Resident, the refund of the Entrance Deposit payable by Windsor Run per Section 7 of the Care Agreement is limited to the amount of the Flexible Entrance Deposit paid by Resident minus the 10% Community Fee. Resident shall not receive a credit for or any refund of the Monthly Differentials paid by Resident in the event of termination of the Care Agreement.

11. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Addendum shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same Addendum.

12. This Addendum is incorporated into the Resident's Care Agreement. All defined terms, except as specifically defined herein, shall be consistent with the Care Agreement. All other provisions of the Care Agreement remain in full force and effect, except as specifically modified in this Addendum, and any other inconsistency between this Addendum and the Residence and Care Agreement shall be governed by the terms of the Residence and Care

Agreement. This Addendum may only be modified or extended by the written agreement of both Resident and Windsor Run.

IN WITNESS WHEREOF, the parties have executed this Flexible Payment Program Addendum.

Witness Resident Signature Date

Printed Name

Witness Resident Signature Date

Printed Name

Windsor Run, LLC

Witness By: _____ Date

Printed Name

***WINDSOR RUN
RESIDENCE AND CARE AGREEMENT
FULLY DECLINING REFUND***

June 2019

THIS MATTER INVOLVES A SUBSTANTIAL FINANCIAL INVESTMENT AND A LEGALLY BINDING CONTRACT. IN EVALUATING THE DISCLOSURE STATEMENT AND THE AGREEMENT PRIOR TO ANY COMMITMENT, IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY AND FINANCIAL ADVISOR OF YOUR CHOICE, IF YOU SO ELECT, WHO CAN REVIEW THESE DOCUMENTS WITH YOU.

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SCHEDULE I - ANCILLARY FEES
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WINDSOR RUN
RESIDENCE AND CARE AGREEMENT

This Residence and Care Agreement (the "Agreement") is made and entered into the _____ day of _____, _____ by and between WINDSOR RUN, LLC (referred to in this Agreement as "We", "us" or "Windsor Run") and _____ (referred to in this Agreement as "You" or the "Resident(s)").

RECITALS

R.1 Windsor Run Retirement Community (the "Community") is a continuing care retirement community located in Matthews, North Carolina, offering various living accommodations and services to seniors, as described herein.

R.2 WINDSOR RUN is a certified continuing care provider under the laws of the State of North Carolina. WINDSOR RUN desires to provide certain services listed in this Agreement to Resident and Resident desires to receive such services.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. DESCRIPTION OF COMMUNITY

The Community is planned to include Independent Living Units, Assisted Living Units, Memory Care Units, and Nursing Units. The Community is a smoke-free, tobacco-free campus and you agree to abide by our rules restricting smoking and use of tobacco products.

1.1 Independent Living Units. The Community is planned to include over 300 Independent Living Units in the first phase of development with the potential for additional Independent Living Units in future phases. The Community will also include community spaces such as dining areas, a beauty salon, classrooms, card rooms, lounges and other common areas. We also plan to feature amenities such as a center for on-site physician visits, a pool, and fitness center.

1.2 Continuing Care at Windsor Run. Continuing Care at Windsor Run refers to our on-site health care neighborhood. Each floor of the facility is planned to include a dining room, a resident lounge, activity rooms and a bathing core. The initial phase of Continuing Care at Windsor Run is planned to include approximately 10 Assisted Living Units and 26 Nursing Units, with different service packages. Continuing Care may in the future also include Memory Care Units. We anticipate that the aggregate number of Living Units will adequately serve the needs of Community residents. However, in the unusual circumstance that the Assisted Living Units are fully occupied, our Medical Director, or his or her designee, first will arrange for

Ancillary Services to be offered in Resident's Independent Living Unit and second, if necessary, will assist in arranging for a transfer to an Off-Site Facility in the immediate area. See Section 8.4 for fees payable by you in the event of such a transfer. Continuing Care at Windsor Run is anticipated to open in 2020 but the opening date and number of units are approximate and may change according to regulatory requirements, weather conditions, market demands, etc. We may also open Continuing Care at Windsor Run by phasing in the available levels of care (See Section 4.2, 4.3 and 4.4). Until the facility is opened, we will enter into transfer agreements for residents with outside assisted living, memory care services, and nursing care.

Section 2. TERM

The Term of this Agreement shall commence on the date on which this Agreement is executed by you and us and shall continue for your lifetime unless the Agreement is terminated earlier per Section 12 of this Agreement.

Section 3. LIVING ACCOMMODATIONS

3.1 Your Right to Occupy. You have the right to occupy and to use the following Living Unit: _____, as-is, from the Occupancy Date to the Departure Date, subject to provisions for a change in accommodations as provided in Section 11 of this Agreement. You may not assign or sublet the right to occupy a Living Unit to any other person. We will provide the Living Unit, in good condition, with neutral painted walls, and with standard carpeting/ and or floors in Independent Living Units and Assisted Living Units including Memory Care Units.

3.2 Joint Residents. When two (2) or more residents reside together in a selected Living Unit, they are considered to be Joint Residents. Each Joint Resident is required to meet our financial requirements for entrance into the Community, as well as our health qualifications for occupancy of a selected Living Unit, whether the prospective Joint Residents move to the Community together or on different dates.

3.3 Rights of New Spouse. If during the term of residency, you marry a person who is not a resident of the Community, your new spouse will be required to meet our financial and health-related qualifications for entrance into the Community. The financial qualifications are meant to serve as a financial protection for our larger community of residents. We reserve the right to determine the appropriate level of care within the Community for the spouse or to determine that there is not an appropriate level of care within the Community for the spouse. If your spouse is not accepted, you may terminate this Agreement per Section 12.2 hereof. If your spouse is accepted for residency, the fee structure described in Sections 7.3.2 and 8.2 for Joint Residents will apply.

3.4 Resident's Obligation to Furnish & Maintain Unit. You are responsible for furnishing the Independent Living Unit, the Assisted Living Unit, or the Memory Care Unit for procuring insurance for personal possessions and furnishings. We will provide furnishings and equipment, if required by law, for Assisted Living Units or Memory Care Units. We will provide

furnishings and equipment, as required by law, for Nursing Units. You are also responsible to maintain any Living Unit in which you reside in reasonably clean and habitable condition.

3.5 Customized Improvements. You may decorate the Living Unit to your personal taste with pictures, window treatments, and the like, so long as such decorations are not permanent fixtures to the Unit or can be easily removed without damaging the structural integrity of the Unit. All other customized improvements to any Independent Living Unit or Assisted Living Unit that you want to undertake either before or after the Occupancy Date must be approved in writing by the Executive Director. If you contract with an outside contractor, the selection of your contractor and the proposed plans or work must be approved by the Executive Director. If you contract with us to do the work, we will sign a contract to agree upon the extent of work and the charges related to the work to be done. For charges related to the removal of any improvements, please see Section 9.4. No customized improvements may be made to a Nursing Unit.

Section 4. SERVICES TO RESIDENTS

We will make available the following services to you, as applicable, for the appropriate Monthly Service Package, during your residency here, unless the Agreement is terminated earlier per Section 12. We may change your Monthly Service Package or the scope of services or care only after we provide you with thirty (30) days advance notice of the change, except for changes required by State or Federal assistance programs.

4.1 Independent Living Services. We provide the following Covered Services included in the Monthly Service Package for Independent Living:

- Monthly Meal Credit Plan (see Section 15);
- 24 hour on-site staff and emergency alert system;
- All utilities including these cable/ telephone/ data services:
 - Basic Cable television service (premium channels additional charge);
 - Local, Long Distance and International landline phone service;
 - Wireless internet service;
- On-site Fitness Center basic membership (includes weekly classes as scheduled);
- One Reserved Parking Space per Living Unit (see Section 15)
- Maintenance and insurance of buildings, grounds and equipment;
- Insurance for the Independent Living Unit and all items in such unit, except items owned by Resident;
- Sewage, trash and snow removal from common areas only; and
- Use of all public rooms and common areas of the Community.

4.2 Assisted Living Services . After the opening of our Continuing Care building, we will provide several packages for Assisted Living residents to serve different care needs. The services listed below are included in most care packages but some services may not be available for certain care packages. Further details on the services available at each level of Assisted Living and additional rights and obligations in Assisted Living will be set forth in the Assisted Living Addendum to the Residence and Care Agreement:

Provision of supervision, verbal cuing and physical assistance, as appropriate for the Resident's designated care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating;
Memory Care services (with designated Memory Care Unit)
Prescription evaluation and planning;
Service plan designed by a care team;
Medication administration;
At least three meals per day;
Regularly scheduled Registered Nurse review and assessment;
Personal laundry service;
Weekly Light House-keeping (See Section 15);
Assistance with Incontinence Care;
Regular social work team services related to cognitive, behavioral and safety issues;
Licensed nurse management of chronic/ stable conditions on a regular basis;
24 hour on-site staff and emergency alert system;
All utilities including these cable/ telephone/ data services:
 Basic Cable television service (premium channels additional charge);
 Local, Long Distance and International landline phone service;
 Wireless internet service;
Maintenance and insurance of buildings, grounds and equipment;
Sewage, trash and snow removal from common areas only; and
Use of all public rooms and common areas of the Community.

4.3 Memory Care Services. After the opening of our Continuing Care building, we will provide memory care services for residents to serve different care needs. The services listed below are included in most care packages but some services may not be available for certain care packages. Further details on the services available and additional rights and obligations will be set forth in a contract Addendum to the Residence and Care Agreement:

Provision of supervision, verbal cuing and physical assistance, as appropriate for the Resident's designated care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating;
Memory Care services/ programming
Prescription evaluation and planning;
Service plan designed by a care team;
Medication administration;
At least three meals per day;
Regularly scheduled Registered Nurse review and assessment;
Personal laundry service;
Weekly Light House-keeping (See Section 15);
Assistance with Incontinence Care;
Regular social work team services related to cognitive, behavioral and safety issues;
Licensed nurse management of chronic/ stable conditions on a regular basis;
24 hour on-site staff and emergency alert system;

All utilities including these cable/ telephone/ data services:
Basic Cable television service (premium channels additional charge);
Local, Long Distance and International landline phone service;
Wireless internet service;
Maintenance and insurance of buildings, grounds and equipment;
Sewage, trash and snow removal from common areas only; and
Use of all public rooms and common areas of the Community.

4.4 Nursing Care Services. After the opening of our Continuing Care building, we will provide the following Covered Services included in the Nursing Fee. Further details on the services available for nursing care will be set forth in the Nursing Admission Addendum to the Residence and Care Agreement:

Nursing care;
Three meals a day;
Tray service;
Individual care plans;
Planned activities;
Social work services;
Laundry services for linens and towels owned by us;
Housekeeping;
Nurse/ Resident communication system;
Security/Safety Officers on duty 24 hours;
Basic Cable Service (premium channels additional charge);;
All utilities including these cable/ telephone/ data services:
Basic Cable television service (premium channels additional charge);
Local, Long Distance and International landline phone service;
Wireless internet service;
Maintenance of buildings, grounds and equipment;
Insurance on buildings, grounds and equipment;
Insurance of the Nursing Unit and all items in the unit, except items owned by Resident;
Sewage, trash and snow removal from common areas only; and
Use of all public rooms and common areas of the Community.

Section 5. ANCILLARY SERVICES

5.1 Services Available through WINDSOR RUN. In addition to the Covered Services described earlier in Sections 4.1, 4.2, 4.3, and 4.4, we expect to also make the following services available to you subject to availability as noted below. Other services that are not currently listed may also be available. Some of these services may be arranged and coordinated by Windsor Run but delivered by an outside provider depending on demand. We may change the scope of or fees charged for such Ancillary Services only after providing you with thirty (30) days advance notice, except for changes required by State or Federal assistance programs.

Meal Delivery service;
Housekeeping and laundry service for residents in Independent Living
Additional housekeeping or additional laundry service for residents in Assisted Living or
Memory Care Units;
Extra meals for residents in Independent Living (unless covered by Monthly
Meal Credit as defined);
Guest meals (unless covered by Monthly Meal Credit as defined);
On-site Fitness Center premium services or classes;
Personal storage space (limited availability);
Second Reserved parking space (limited availability);
Off-campus transportation within a radius determined by us;
Home support services

5.2 Services Available through Outside Providers. We expect to contract or make arrangements with outside providers to provide the following services to you at the Community: visiting physician services through an on-site center; laboratory services; medical supplies; prescription drugs, home health, therapy or rehab services. These services will be provided at an additional fee and will be billed separately by the outside provider. Such services may be covered by Medicare or by resident's other medical insurance. We do not charge any additional fee for use of or access to these outside providers. These services will be phased in as the Community is developed and some services may not be immediately available.

5.3 Services Not Provided. We do not provide hospice care, acute hospital care, or any institutional care other than care that is appropriate in an Assisted Living Unit, a Memory Care Unit, or a Nursing Unit, or otherwise covered under the terms of this Agreement. We will assist with any necessary transfers to such facilities; however, you will be responsible for the cost of such care.

Section 6. OTHER RESIDENT RIGHTS

6.1 Residents' Association. You have the right to participate fully in a Residents' Association, or other organization of residents by whatever name designated and to meet privately to conduct business.

6.2 Resident Guests. You have the right to receive guests and visitors at the Community and to allow such guests and visitors to stay in an Independent Living Unit on a temporary basis, subject to our reasonable policies and procedures for use of the Community. Guest meals (unless covered by the Monthly Meal Credit Plan as defined) will be treated as an Ancillary Service, the costs of which are chargeable to you.

6.3 Physicians and Other Professionals. You have the right to select attending physicians and other health care professionals, provided such physicians or other health care professionals shall agree to follow our reasonable policies and procedures and applicable federal and state laws, rules and regulations. You are not required to use any of the on-site physician services.

Section 7. ENTRANCE DEPOSIT

7.1 Payment of Entrance Deposit. You will pay or have paid to us a total Entrance Deposit as shown in Section 16 of this Agreement. The payment of the Entrance Deposit may be made in a series of deposits on or before taking occupancy of your Living Unit at the Community. For Joint Residents, the total Entrance Deposit shall be deemed to be a joint asset of the Joint Residents with a right of survivorship and may be used for the care of either Joint Resident.

7.2 Escrow of Entrance Deposit and Release from Escrow. The deposits made by you towards the total Entrance Deposit will be held in escrow in a banking institution in North Carolina, acting as an escrow agent. While held in escrow, Entrance Deposits are considered the property of the prospective resident but any interest earned will be for the benefit of Windsor Run. Prior to occupancy of a Living Unit, Entrance Deposits deposited in escrow will be returned to a prospective resident before occupancy: (i) within thirty days of the written request of the Resident; ii) if Resident is precluded from occupying a unit due to death, injury, incapacity, or illness; iii) if Resident is determined to be ineligible for entrance into the community; or iv) upon rescission of the Residence and Care Agreement pursuant to Section 12 of this Agreement.

As new buildings are developed, the escrow agent will release 25% of escrow monies to Windsor Run when 50% of independent living units in a building are pre-sold, permanent financing is secured, and Entrance Deposits plus proceeds of financing equals 90% or more of the costs to construct and equip the facility and provide cash flow funds equal 90% or more of funds needed to fund start-up losses and assure full performance of obligations. Seventy-five (75%) percent of funds can be released to Windsor Run when 75% of independent living units are presold, construction is complete and units available for occupancy.

When the Entrance Deposit is released in full, we can fully use the Entrance Deposit. We normally use the Entrance Deposits for financing, operational costs, or Entrance Deposit refunds for the Community. Appreciation in new Entrance Deposits will normally be used by us generally for capital repairs and improvements to benefit the Community and for any reserve funds. However, you will retain the right to the UnEarned Refund Amount as discussed in this Section 7. No interest shall be accrued or paid to you on your Entrance Deposit.

7.3 Adjustments to Entrance Deposit. You will not be required to pay an additional or increased Entrance Deposit as long as you reside in your original Living Unit. You retain the right to the refund, upon the termination of this Agreement, as discussed in Sections 7.4, 7.5, and 7.6 of this Agreement. Your Entrance Deposit is also available for your maintenance and support as provided in Section 10.

7.3.1 If you request a permanent transfer from one Living Unit to another Living Unit with a higher Entrance Deposit and we approve the transfer, you must pay to us an additional deposit for the new Living Unit to which you are transferring. The amount of the additional deposit will vary, depending on market conditions for your

current Living Unit and for the desired new Living Unit at the time of the transfer. We will advise you of the additional deposit prior to the transfer and you may then decide whether or not to proceed with the transfer. If you transfer and pay the new deposit, you agree that the new deposit is immediately subject to the original declining balance schedule consistent with your the Occupancy Date of your original Living Unit for purposes of Section 7.5.

7.3.2 After the Occupancy Date, if you later wish to add a Joint Resident such as a new spouse to your Living Unit (See Section 3.2), the Joint Resident must qualify for residency per Section 1.4 and must be accepted by Windsor Run. If accepted as a Joint Resident in your current Living Unit, there is no additional Entrance Deposit. If the proposed Joint Resident is offered residency in a different Living Unit, then he or she must pay the Entrance Deposit associated with that second Unit.

7.3.3 You will normally not be entitled to a refund or decrease of the Entrance Deposit due to any temporary or permanent transfer, for whatever reason, during the Term of this Agreement. However, we may make a partial refund of the Entrance Deposit, minus any portion of the Entrance Deposit that we have earned for each month of your residency pursuant to Section 7.5, to you in the following circumstances: 1) You transfer to a smaller Independent Living Unit than the Independent Living Unit which you currently occupy; and 2) the Entrance Deposit for the smaller Independent Living Unit is currently lower than the Entrance Deposit that you originally paid for an Independent Living Unit. In these specific circumstances, we may elect to refund the difference between the current Entrance Deposit for your new Independent Living Unit and the original Entrance Deposit paid by you but minus any portion of the Entrance Deposit that we have earned for each month of your residency pursuant to Section 7.5.

7.3.4 We offer the Flexible Payment Program that reduces the Entrance Deposit together with an increase in the Monthly Service Package. The Entrance Deposit is reduced to the specific amount described in the Flexible Payment Program Addendum, attached and incorporated hereto as Schedule II. The fees, terms and conditions of, and eligibility for participation in the Flexible Payment Program are determined by us in our sole discretion. If we and you agree that you may participate in the Flexible Payment Program, then you must sign the Flexible Payment Program Addendum, a copy of which is included in Schedule II.

7.4 Refund of Entrance Deposit within Rescission Period or Prior to Occupancy .
We shall pay a refund of the Entrance Deposit to you or your representative, as appropriate, if the agreement is terminated within the thirty (30) day rescission period as described in section 12.1 hereof, regardless of whether you occupy the unit. In addition, we shall pay a refund of the Entrance Deposit to you if the agreement is terminated after the rescission right expires but prior to the Occupancy Date as described in section 12.1. We will refund the Entrance Deposit within thirty (30) days following the rescission or the pre-occupancy termination, as the case may be. If one joint resident dies prior to occupancy, the remaining resident may, but is not required to, rescind this agreement. The surviving resident may also request a different living unit and we

will refund or charge any difference in the Entrance Deposit between the living units; provided, however, that this election is made in writing at least thirty (30) days prior to occupancy. Per Section 9.1 of this Agreement, we may keep the Application Fee as a reasonable processing charge.

7.5 Refund of Entrance Deposit After Expiration of Right of Rescission and Occupancy Date

7.5.1 Refund Amount – Termination Within First 48 Months. If this Agreement is terminated at the election of all Residents in the Living Unit during their lifetime following the thirty day period described in Section 12.1.1 and within and including the first forty-eight (48) months from the original Occupancy Date, we will refund an Unearned Refund amount equal to the Entrance Deposit (i) minus a processing fee of 4% of the Entrance Deposit, and (ii) minus a fee equal to 2% of the Entrance Deposit per month for each month from the original Occupancy Date through the Departure Date (even if such final month is only a partial month). The payment of the refund is subject to Sections 7.5.4, 7.5.5 and 7.6 below.

7.5.2 Refund Amount –Death of Resident(s) or Death of One Resident, and Subsequent Termination Within First 48 Months. If (a) either a single Resident or both Joint Residents pass away after the expiration of the thirty day period described in Section 12.1.1 and within and including the first forty-eight (48) months from the Occupancy Date, or (b) One Joint Resident passes away and the surviving Joint Resident terminates this Agreement after the expiration of the thirty day period described in Section 12.1.1 and within and including the first forty-eight (48) months from the Occupancy Date, we refund an Unearned Refund amount equal to the Entrance Deposit (i) minus a processing fee of 4% of the Entrance Deposit, and (ii) minus a fee equal to 2% of the Entrance Deposit per month for each month following the Occupancy Date, including the final month of the term of this Agreement (even if such final month is only a partial month). The payment of the refund is subject to Sections 7.5.4, 7.5.5 and 7.6 below.

7.5.3 No Refund After First 48 Months. If this Agreement terminates after the first forty-eight (48) from the Occupancy Date or later, whether due to your choice, our choice, or your death, you will not be entitled to any refund of the Entrance Deposit.

7.5.4 Timing of Unearned Refund Payment.

- a. If you are entitled to an Unearned Refund of a portion of your Entrance Fee pursuant to Sections 7.5.1 or 7.5.2 of this Agreement due to the termination of this Agreement following the Occupancy Date, other than a termination by us under Section 12.3, we will pay the refund within ninety (90) days after you turn in your keys and vacate any Living Unit(s), including parking or storage spaces, which you were occupying on the Departure Date.

- b. If we terminate this Agreement for just cause as set forth in Section 12.3, we will pay you on your Departure Date any Unearned Refund to which you are entitled depending on your months of residency pursuant to this Section 7.5, less a reasonable offset of fees as described in Section 7.6. Any funds that we retain and do not use for such purposes will be refunded to you within 45 days after you turn in your keys and vacate any Living Unit(s), including parking or storage spaces, which you were occupying on the Departure Date.

7.5.5 How Unearned Refund is Payable. If an Unearned Refund is due to you, we will pay the appropriate refund to the duly designated beneficiaries named in your refund form. If there is no refund form on file, then we will refund to you if you leave during your lifetime and to your estate if you pass away as a resident. If one joint resident dies, there will be no refund of any portion of the refund; instead, so long as a surviving Joint Resident continues to reside at the community, the Entrance Fee shall be deemed to have been paid entirely on behalf of the surviving resident to be used for the survivor's care if necessary, and the refund will eventually be paid to the survivor, to the beneficiaries named in the survivor's refund form, or to the survivor's estate.

7.6 Offset of Unpaid Fees from Entrance Fee Refund. We may withhold from any Unearned Refund that is payable to you, your estate, or other duly designated beneficiaries such amounts as may be required to pay (a) any unpaid fees or charges for services provided to you at the Community, (b) the refurbishing charges as defined in Section 9.4, and (c) any other amounts to which we are entitled under this Agreement.

Section 8. MONTHLY SERVICE PACKAGES

8.1 Monthly Service Package. During the term of this Agreement, you must pay the applicable Monthly Service Package for the Living Unit. As of the date of this Agreement, the applicable Monthly Service Package for Resident's current Living Unit is shown in Schedule I. Monthly Service Package The Monthly Service Package is due and payable each month, in advance, within five (5) days from the date of the monthly invoice; provided, however, that the Monthly Service Package for the month during which you first take occupancy of the Living Unit shall be payable in arrears on a pro-rated basis with the payment of the Monthly Service Package for the first full calendar month occurring during the term of this Agreement. Our acceptance of partial payment of the Monthly Service Package does not constitute a waiver of such outstanding fees and charges unless we agree to a waiver in writing. We may charge interest at a rate of one and one-half percent (1.5%) per month on any overdue amounts.

8.2 Monthly Service Package for Joint Residents. Joint Residents occupying the same Living Unit shall pay the appropriate Monthly Service Package for double occupancy of the Living Unit. If Joint Residents occupy different Living Units, both Residents shall each pay the full Monthly Service Package for their respective Living Unit. This fee structure applies to Joint Residents who move to the Community together and to a Resident and a new spouse or other new Joint Resident who are accepted to the Community on different dates.

8.3 Adjustments to the Monthly Service Package. The Monthly Service Package may be revised from time to time. We normally use the Monthly Service Package to cover the expenses of providing covered services to Residents but we may use the Monthly Service Package for any other purpose. We generally adjust fees on an annual basis after having evaluated those factors that we perceive to be relevant to the costs associated with operating the Community and other financial requirements. Normally such changes will be made to become effective on January 1 of the next following calendar year. However, except for changes required by State or Federal assistance programs, we reserve the right, at any time, upon thirty (30) days' notice to you and upon amendment to the Disclosure Statement, to adjust the Monthly Service Packages to reflect any additional cost or liability for which there is no adequate, budgeted reserve, including, but not limited to, tax liability for real estate taxes relating to the Community, increased operating expenses and inflation. Notice to residents in Assisted Living or Nursing Units may be less than thirty (30) days only if the adjustment is due to change in your level of care.

8.4 Monthly Service Package in the Event of a Temporary Transfer. In the event that you temporarily transfer to another Living Unit in the Community or to an Off-Site Facility, you must pay the Monthly Service Package for your permanent Living Unit in addition to the Monthly Service Package for the temporary Living Unit or the Off-Site Facility, as the case may be. Payment of the Monthly Service Package for your permanent Living Unit assures that such permanent Living Unit will remain available to you during the time of the temporary transfer. The Monthly Service Package for a temporary Living Unit at the Community shall be prorated on a daily basis for the period of the temporary transfer.

During the period of the temporary transfer, your Monthly Service Package for the permanent Living Unit shall be adjusted as follows: (1) if a single Resident or one Joint Resident transfers, the Monthly Service Package will be reduced by a single Non-Occupancy Credit as applicable and defined in Section 15 of this Agreement, (2) if both Joint Residents transfer from a double occupancy Unit, the Monthly Service Package will be reduced by the two-person Non-Occupancy Credit as applicable, (3) if both Joint Residents transfer, one from a Living Unit and one from another Living Unit, each Resident's Monthly Service Package shall be reduced by the respective Non-Occupancy Credit as applicable.

Upon your return to the permanent Living Unit, you must continue to pay the current Monthly Service Package associated with such Living Unit.

8.5 Monthly Service Package in the Event of a Permanent Transfer to a Different Living Unit. If you permanently transfer from one Living Unit to another Living Unit at the Community, you are responsible for payment of the Monthly Service Package, pro-rated and less the Non-Occupancy Credit as applicable, for the vacated Living Unit until you completely vacate, remove all possessions from the vacated Living Unit, and return the keys for the vacated Living Unit to us.

8.6 Monthly Service Package in the Event of a Termination of Agreement. If you terminate this Agreement, or if we terminate this Agreement for just cause in accordance with

Section 12.3, or if this Agreement should terminate by reason of your death, then you or your estate, as the case may be, shall be responsible for the payment of the Monthly Service Package for the vacated Living Unit, less the Non-Occupancy Credit as applicable, for a period of up to and including ninety (90) days from the date that both of these conditions are fulfilled: (i) you vacate the Living Unit and remove all possessions, and (ii) you sign a Unit-Release Form for the Living Unit and return your keys. If your vacated Living Unit is re-subscribed by another new resident in less than 90 days, then the Monthly Service Package will end on the Occupancy Date for that new resident. We do not automatically deduct the remaining Monthly Services Fees, Ancillary Fees, or other fees from the Refund of the Entrance Deposit, unless you or your representative so direct.

Section 9. OTHER FEES, PERIODIC CHARGES, AND COSTS

9.1 Application Fee. You shall pay or have paid us an Application Fee, as indicated in Section 16, in connection with your application for residence at the Community. If the Agreement is rescinded or canceled prior to occupancy as described in Section 12.1, we will retain the Application Fee as a reasonable service charge, not to exceed the greater of \$1000.00 or two percent (2%) of the Entrance Deposit.

9.2 Ancillary Services. During the term of this Agreement, you must pay us the periodic charges for any Ancillary Services (as described in Section 5) provided to you by us. The current periodic charges for Ancillary Services are attached in Schedule I. The charges for Ancillary Services are normally used by us to cover the expense of providing such Ancillary Services but we may use the Ancillary Services charges for any other purpose. We may revise the periodic charges for Ancillary Services that we provide from time to time, and such change shall take effect upon our giving you thirty (30) days' notice of such increase in accordance with the rules and regulations of the Department. The charges which are based on published rates for State or Federal assistance programs (for example, Medicare rates) shall be revised upon the effectiveness of changes to such rates. All Ancillary Services provided by us shall be billed on your monthly statement, and payment is due within five (5) days of your receipt of the monthly statement. Our acceptance of partial payment of the charges shall not constitute a waiver of the outstanding charges unless we agree to a waiver in writing. We may charge interest at a rate of one and one-half percent (1.5%) per month on any overdue amounts.

9.3 Other Services. Ancillary Services not provided by us and any other services that you arrange independently shall be billed directly to you, and we are not responsible for payment of or collecting payment for such services.

9.4 Refurbishing a Vacated Living Unit and Repairing Extraordinary Damage. Each time that you permanently vacate an Independent Living Unit or Assisted Living or a memory care Unit, irrespective of the length of time of occupancy, we will perform work to clean, refurbish, and restore that Living Unit. This work will generally include, but is not limited to, cleaning or replacement of carpeting and flooring, spackling and/or painting of walls, removing any customized improvements, replacement of fixtures, or any other appropriate repairs repairing any extraordinary damage, in our sole discretion, to bring the Living Unit back

to a like-new condition. The reasonable costs and expenses of this work (the “Refurbishing Charges”) are charged as follows:

9.4.1 If you first entered the Community in an Independent Living Unit and you then permanently transfer from that Independent Living Unit to an Assisted Living Unit, memory care unit, or a Nursing Unit, we will cover any portion of the Refurbishing Charges for work that is due to ordinary wear and tear. You will only be responsible to pay the portion of the Refurbishing Charges for work needed to repair any extraordinary damage to the Living Unit. By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit. You must also pay the reasonable costs and expenses of removing any customized improvements that you made to the Living Unit unless we specifically agree in writing to accept those improvements for re-subscription to a new resident.

9.4.2 If you first entered the Community in an Independent Living Unit and you then permanently leave the Community from an Independent Living Unit, we will cover the Refurbishing Charges for work that is due to ordinary wear and tear. You will only be responsible to pay the portion of the Refurbishing Charges for work needed to repair any extraordinary damage to the Living Unit. By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit, or removing customized improvements. You must also pay the reasonable costs and expenses of removing any customized improvements that you made to the Living Unit unless we specifically agree in writing to accept those improvements for re-subscription to a new resident.

9.4.3 If your last residence at the Community is a Nursing Unit and you either permanently leave the Community from that unit or you pass away, we will cover the full Refurbishing Charges for the Nursing Unit.

9.4.4 If you transfer from one Independent Living Unit to another Independent Living Unit, or if you transfer from an Assisted Living Unit or memory care unit to any other Living Unit, or if you permanently leave the Community from an Assisted Living Unit, or memory care unit, you are responsible to pay the full Refurbishing Charges.

9.5 Medical and Other Insurance. You must procure and maintain in force at your own cost, the maximum coverage available under Medicare Parts A and B. We may accept documented equivalent coverage if you are not qualified for Medicare or are insured under other adequate programs. We do not provide supplemental insurance. You must also procure and maintain, at your own expense, sufficient renter’s insurance coverage against damage or, loss to, or theft of, your personal property maintained at the Community and coverage for personal liability and medical payments should a claim be made or suit brought against you for damages because of a bodily injury or property damage caused. You must provide evidence of such insurance prior to occupancy at our request.

9.6 Funeral Arrangements and Burial Expenses. Funeral arrangements and burial expenses are your responsibility. We will not make such arrangements or provide such services.

9.7 Non-Solicitation of Employees. We expend significant resources on the hiring, training and development of our employees. Recognizing this expenditure, during the Term of the Agreement, you agree not to employ any person currently employed by us, either directly or indirectly by hiring the services of any such person through a third party. You also agree not to employ any person formerly employed by us, either directly or indirectly by hiring the services of any such person through a third party, until two years have elapsed from the employee's last date of employment with us. You further agree not to solicit any person employed by us to terminate his or her employment in order to work for you directly or indirectly through a third party.

Section 10. FINANCIAL INABILITY TO PAY

If you fail for any reason to pay fees due to us, including but not limited to your Monthly Service Package or any ancillary fees, we will have the right to terminate this Agreement as provided in Section 12.3. However, it is our policy not to terminate a resident's occupancy for the resident's financial inability to pay, provided that the resident is otherwise in compliance with the terms of such resident's Residence and Care Agreement and provided that we are able to provide assistance. To the extent that it is financially feasible, we will assist residents who are unable to pay full Monthly Service Packages by providing financial assistance as described in this Section 10.

To insure that our charitable intentions are equitably allocated for the benefit of as many residents as possible, we require that, in the event that you claim to be unable to make full monthly payment by reason of financial inability, you must take any or all of the following actions, as directed by the Executive Director.

10.1 We require that, in the event that you claim to be unable to make full monthly payment by reason of financial inability, you must take any or all of the following actions, as directed by the Executive Director. To qualify for assistance, a resident must otherwise be in compliance with the terms of such resident's Residence and Care Agreement. We have the right, but not the obligation, to initiate financial assistance if we independently determine that a resident needs financial assistance. Our exercise of any rights or remedies under this Section 10 due to your failure to pay will not constitute a waiver of any of our other rights or remedies, including our right to terminate this Agreement.

10.2 If your sources of funds, including expenditures of principal and the guaranty, if any, are inadequate for you to make the payments required under this Agreement, you must file with the Executive Director, on appropriate forms provided by the Executive Director, a Statement of Financial Inability to Pay. As part of the Statement of Financial Inability, you must disclose your remaining available assets and income. The Executive Director will review your financial position to determine the existence of any outside assets, including any guaranty agreements, which may first be spent for your care.

10.3 If you have outside assets other than the Entrance Deposit, the Executive Director will establish a Spending Plan for you to spend the outside assets and to obtain assistance from other available means. As part of the Spending Plan, you shall assign to us any health-related insurance benefits and any benefits under any governmental insurance or assistance program (including Medicare) that you receive, until the amount we have received equals the aggregate charges for the care and services that you have received, based upon the Community's standard rates. If you fail to cooperate with the Spending Plan for the outside assets, such failure may constitute just cause for termination of the Agreement due to non-payment of fees in accordance with Section 12.3 of this Agreement.

10.4 Upon completion of the Spending Plan, you may qualify for assistance from the resident care fund when established by us to the extent that it is financially feasible. If you are approved for such assistance, the Executive Director shall inform you of the amount which the resident care fund will contribute to the monthly fees and the amount which you must contribute to the Monthly Service Package.

10.5 If requested by us, you will transfer to an alternate Living Unit at the Community if and when available.

10.6 You will provide periodic statements of financial condition and copies of income tax returns as the same may be requested from time to time by us. You will notify us of any and all assets acquired by you through any means thereafter, and you will assign or pay such property received to us in an amount equivalent to the total outstanding charges and fees, owed by you.

10.7 At present, we are not authorized to accept Medicaid for payment of Monthly Service Packages for any Living Units. If in the future we are able to accept Medicaid as a payment source, then you agree to also apply for Medical Assistance if you can qualify. When you are notified by the Executive Director approximately three months before the projected depletion of your remaining un-earned Entrance Deposit, you agree to immediately apply for Medicaid if available. You also agree to execute any and all documents necessary to make and perfect such claims or rights.

Section 11. TRANSFERS

11.1 Temporary and Permanent Transfers. For purposes of this Agreement, a temporary transfer is a transfer of an anticipated finite duration. During a temporary transfer, your permanent Living Unit shall remain available to you as long as you continue to pay the Monthly Service Package in accordance with Section 8.4. A permanent transfer is a transfer of indeterminate duration. During a permanent transfer, you will be requested to release the Living Unit. After a permanent transfer, if you are able to qualify to return to the Living Unit previously occupied at the Community or to a different, medically appropriate Living Unit at the Community, you shall have the right to occupy the Living Unit subject to the availability of such Living Unit, subject to our approval.

11.2 Transfer at the Election of Resident. You may elect to transfer, on a temporary or permanent basis, to an alternate Independent Living Unit, an Assisted Living Unit, Nursing Unit or an Off-Site Facility by giving notice to us. All transfers within the Community shall be subject to the availability of the elected alternate Living Unit and subject to our approval.

11.3 Transfer at the Election of WINDSOR RUN - Non-Emergency. All decisions regarding a transfer of any resident, except for emergency transfers, shall be made by a committee consisting of the Executive Director (or his or her designee) and the Medical Director (or his or her designee) (collectively referred to as the "Committee"). The Committee will consult with you or your legal representative. If you have a Guarantor or ombudsman, such person also will be consulted if you so request. We attempt to interact with you or your representative with the goal of achieving a consensus on the need for a transfer although a consensus is not always achieved.

You will not be transferred, temporarily or permanently, to a different Living Unit unless (1) in the opinion of the Committee, such transfer is deemed appropriate for the protection of your health and/or safety or the general and/or economic welfare of other residents, (2) in the opinion of the Committee, the transfer is deemed necessary due to financial inability to pay the Monthly Service Package, or (3) in the case of a permanent transfer to an Off-Site Facility that provides treatment for mental disorders, the need for such transfer is certified by two physicians or one physician and one psychologist. If you are transferring due to event (1) or (3) listed above and the Living Unit is occupied by a Joint Resident, the remaining Joint Resident may continue to occupy the Living Unit.

The Committee shall give you thirty (30) days advance written notice of the proposed transfer. You or your representative shall notify us of any objection to the permanent transfer within ten (10) days of receipt of the notice. If you or your representative do not consent to the transfer, the Committee may, in its discretion and in lieu of a transfer, require Ancillary Services be provided to you if a higher level of care is deemed appropriate in the opinion of the Committee for the protection of your health and safety or the welfare of other residents. If you or your representative do not consent to either the transfer or the provision of Ancillary Services, we may consider such refusal to constitute just cause to terminate the Agreement in accordance with Section 12.3 hereof.

11.4 Transfer at the Election of WINDSOR RUN - Emergency. If your health and safety or the health and safety of other residents require immediate action, the Executive Director with the approval, if reasonably obtainable, of the Medical Director, may transfer you from your current Living Unit to a different Living Unit or an Off-Site Facility, on a temporary or permanent basis. Emergency circumstances arise when there is a danger of immediate, irreparable harm to your health and safety or to the health and safety of other people at the Community. In the event that you are required to be transferred to Continuing Care at Windsor Run during a period that you are suffering from legal incompetency, you agree to be bound by the terms of the Agreement in effect at the time of such transfer.

11.5 Use of Living Unit. In the event of a temporary transfer, whether at your election or at our election, your prior Living Unit will remain available to you as long as you continue to pay the Monthly Service Package for the permanent Living Unit in accordance with Section 8.4 hereof.

In the event of a permanent transfer, whether at your election or our election, you or your representative shall sign Living Unit Release Transfer form unless you are one of Joint Residents and the other Joint Resident remains in the Living Unit. After receipt of notice of permanent transfer, you shall take all reasonable steps to vacate the Living Unit before the date set for the transfer. You or your representative shall then be responsible for vacating the Living Unit and removing all personal possessions from the Living Unit. We shall have the right to show the Living Unit to interested applicants as of the Departure Date indicated in the Unit Release Form.

If you fail to vacate the Living Unit by the indicated Departure Date or, in the event of a transfer by us, within sixty (60) days from the notice of transfer, we shall have the right to store your possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility, all at your expense, until disposition thereof can be made. We assume no responsibility for your stored possessions.

Section 12. TERMINATION

12.1 Termination Within Rescission Period or Prior to Occupancy. Either party may terminate the Agreement in the following circumstances:

12.1.1 You may rescind this Agreement within thirty (30) days of the later of the date you received the Windsor Run Disclosure Statement or the date you executed this Agreement (you are not required to move into the Living Unit before the expiration of the later thirty (30) day period). However, should you elect to occupy the Living Unit prior to the expiration of the thirty (30) day rescission period, such occupancy shall not be considered a waiver of the rescission period;

12.1.2 Your Agreement will be automatically canceled if you die before occupying the Living Unit or are precluded from occupying the Living Unit due to illness, injury, or incapacity; or

12.1.3 We elect to terminate the Agreement if it is determined that you are ineligible for entrance into the Community.

If the Agreement is rescinded or terminated as provided in this Section 12.1, you shall receive a refund of the Entrance Deposit as described in Section 7.4. You will not receive a refund of any costs specifically incurred by us at your request as set forth in a separate written addendum, signed by both parties. You shall not receive a refund of any Monthly Service Package related to your actual occupancy of the Living Unit.

12.2 Termination by Resident. After occupancy and after the expiration of the rescission period described in Section 12.1.1, you may terminate this Agreement at any time and for any reason by giving thirty (30) days' written notice to us of your intention to terminate. The notice may be given by you or by the person who provided the transfer of property or funds for your care in which case you are bound by that decision. The Agreement will also terminate upon the death of a single Resident or all Joint Residents in the Living Unit. If one Joint Resident dies and the other Joint Resident remains in the Living Unit, the Agreement shall not be terminated.

12.3 Termination by WINDSOR RUN. Our decision to terminate this Agreement shall be made by the Executive Director of the Community. We may not terminate this Agreement without good cause. "Good cause" is defined as: (i) non-payment of Fees; (ii) a good faith determination in writing, signed by the Executive Director and Medical Director of the Community, that you are a danger to yourself or others while remaining in the Community; (iii) repeated conduct by you that interferes with other residents' quiet enjoyment of the Community; (iv) persistent refusal to comply with reasonable written rules and regulations of the Community; (v) a material misrepresentation made intentionally or recklessly by you in your application for residency, or related materials, regarding information which, if accurately provided, would have resulted in either your failure to qualify for residency or a material increase in the cost of providing care and service to you under the Agreement; or (vi) your material breach of the terms and conditions of this Agreement.

Except for termination due to non-payment of fees, we will give you sixty (60) days written notice of the termination and the reason for termination. In the event of non-payment of fees, we will give you written notice that you are in default under this Agreement for non-payment of fees. We may charge you interest on the overdue amount of one and one-half percent (1 ½ %) per month. If you fail to make full payment of all outstanding fees and charges within thirty (30) days of receipt of the notice, we may, at our election, terminate the Agreement upon an additional thirty (30) days' notice and offset the overdue fees and charges against the Un-Earned Refund Amount, if any. Our acceptance of partial payment of the fees does not constitute a waiver of the outstanding fees and charges unless we agree to a waiver in writing.

12.4 Vacating the Living Unit. Upon termination of the Agreement either at your election, our election, or due to your death, you or your representative, shall sign and give to us Unit Release Form advising of your Departure Date. You or your representative shall then be responsible to vacate the Living Unit and to remove all personal possessions from the Living Unit. We shall have the right to show the Living Unit to interested applicants as of the date indicated in the Unit Release Form.

If you fail to vacate the Living Unit by the indicated Departure Date or, in the event of a termination by us within the required time for the notice of termination as provided in Section 12.3, we shall have the right to store your possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility, all at your expense, until disposition thereof can be made. We assume no responsibility for your stored possessions.

Section 13. RIGHTS OF WINDSOR RUN

13.1 Community Rules and Regulations. We shall have the right to promulgate reasonable rules and regulations governing the conduct of the residents and to thereafter revise such rules and regulations. You agree and acknowledge that you have received such rules and regulations including those in our current Resident Handbook (as they may be further amended). You will enjoy the fullest measure of independence consistent with the accommodation in which you live, subject, however, to the limitations of our reasonable rules and regulations now or hereafter adopted for the conduct and care of all residents. You hereby agree to abide by all such rules and regulations (as in effect from time to time), and generally to conduct yourself in such a manner as to promote the peace and harmony of the Community.

13.2 Access to Living Units at the Community. You acknowledge and accept our ability and authority to enter the Living Unit in order to carry out the purpose and intent of this Agreement and you hereby authorize such entry. Such entry includes (1) performance of authorized housekeeping duties; (2) response to medical emergencies; (3) responses to fire protection systems; (4) entry by authorized personnel in the event that you are reported missing or have not responded to a call; (5) scheduled maintenance activities; and (6) enforcement of the Community's policies and procedures. We acknowledge and respect your right to privacy and agree to limit uninvited entry into the Living Unit at the Community to the situations set forth in this paragraph.

13.3 Property Rights. You acknowledge that, except as expressly set forth in this Agreement, the rights and privileges granted by this Agreement do not include any right, title, lease, or any other interest in any part of the personal property or real property - including land, buildings and improvements - owned, leased or administered by us. Your rights are limited to the rights provided in this Agreement for services and the occupancy of the Living Units. Except for your right to occupy the Living Unit, any rights, privileges or benefits under this Agreement shall be subordinate to any mortgage or deed of trust or leasehold interest on any of the premises or interest in our real and personal property, to all amendments, modifications, replacement or refunding, of any such mortgage or deed of trust or leasehold interest, and to such reasonable rules and regulations governing the use of the property as shall from time to time be imposed by us. You hereby agree, upon our request, to execute and deliver any document which is required to this effect by us, or by the holder of such mortgage or deed of trust or leasehold interest to effect such subordination or to evidence the same, and appoint WINDSOR RUN as your attorney-in-fact to accomplish that purpose.

13.4 Limitation of Liability. You agree that we, along with our sole member/owner, any subsidiaries, our management company, and all of their members, directors, officers, and employees, are not responsible for the loss of any of your personal property due to theft or any other cause. Liability for damage to or loss of your personal property shall be limited to damage or loss caused by negligent acts or omissions of our employees acting within the scope of their employment.

13.5 Unauthorized Transfers of Property. The financial information which you submitted is a material aspect upon which we reasonably relied in determining your qualifications for becoming a resident of the Community. Being able to meet the financial criteria to become a resident helps assure the financial stability of this Community. In determining financial criteria for residency, we consider the applicant's reported income and assets in light of the Community's current and future commitments and obligations. Furthermore, we are committed to take every reasonable step to assist residents who have depleted those assets through normal living expenditures so that he or she may continue to remain as a resident of the Community. However, in order to protect us from a situation wherein a resident divests him/herself of those assets for the purpose of qualifying for assistance or reduction of Monthly Service Packages, you hereby agree not to divest yourself of, to sell, or transfer any assets or property interests (excluding expenditures for your normal living expenses) that reduces the assets that you or your representative disclosed as available assets for you on admission, without having first obtained our written consent.

13.6 Religious Affiliation and Sponsorship. Windsor Run is a for-profit limited liability company. Windsor Run is not affiliated with any religious organization.

13.7 Non-Smoking Policy. You agree to abide by our prohibition against smoking including vaping or e-smoking in the Living Unit, including balconies or patios, and in common areas. You guests, or contractors are also prohibited from smoking, including vaping or e-smoking, in the Living Unit or in the common areas of the Community. You further understand that we may consider your failure to abide by the non-smoking policy as cause to terminate the Residence and Care Agreement.

Section 14. MISCELLANEOUS PROVISIONS

14.1 Documents Incorporated by Reference. This Agreement includes the Priority List Application for residence, the Financial Information Form, the Resident Profile, including Resident's medical records, if any, a Key Receipt form, and the Refund Form. This Agreement may include a Promissory Note, a Guaranty Agreement, a Power of Attorney for property disposition, an Advance Directive, Appointment of Health Care Agent, or Living Will, and your medical insurance documentation, all of which documents are incorporated by reference and made a part of this Agreement (see Schedule II attached hereto). You acknowledge that we will rely on your statements in these documents and you warrant that all statements are true and complete to the best of your knowledge, information and belief.

14.2 Rules of Construction. In this Agreement, the masculine, feminine and neuter genders shall be construed to be interchangeable and shall include one another to the extent that such context is necessary to provide a logical or meaningful construction of the text. Similarly, the singular and plural shall be interchangeable and shall include one another to the extent that such context is necessary to provide a logical or meaningful construction of the text. Section captions are for ease of reference only.

14.3 Non-waiver. The failure of any party in any one or more instances to insist on the strict performance, observance or compliance by the other party with any of the terms or provisions of this Agreement, shall not be a continuing waiver thereof nor construed to be a waiver or relinquishment by a party of its rights to insist upon strict compliance by the other party with all of the terms and provisions of this Agreement.

14.4 Entire Agreement. This Agreement, the documents referenced in Section 14.1, and the terms of the Disclosure Statement in effect for the Community, represents the entire agreement between us, you and Guarantor, if any, and supersedes all prior Agreements and negotiations. Except as contained herein or in any contemporaneous, written agreements, there are no promises or agreements between the parties.

14.5 Amendment. This Agreement shall be amended only in writing, signed by you and us.

14.6 Disclosure Statement. You hereby acknowledge that you received the latest disclosure statement of Windsor Run prior to signing this Agreement or before transferring any money to Windsor Run, whichever is earlier, and that you have reviewed such statement.

14.7 Severability. The invalidity or unenforceability of any provision of this Agreement or the application of any such provision, shall not affect or impair any other provisions or the validity or enforceability of the remainder of this Agreement, or any application of any other provision of the remainder of this Agreement; however, you, to the extent provided by law, retain the right to rescind this Agreement if any provision is in violation of the laws of the State of North Carolina, as amended from time to time.

14.8 Paragraph Headings. Paragraph headings are added solely to aid in the review of this Agreement and are not to be construed to affect the interpretation of this Agreement.

14.9 Venue. All parties to this Agreement, including you, us, and any Guarantor(s), if any, agree that venue for any action for the enforcement, construction, rescission, termination of, or any action arising out of this Agreement shall only be in Mecklenburg County, North Carolina. All parties agree that the filing of any action may include a request for an expedited hearing.

14.10 Assignment. In the event that we or any of our successors or assigns shall give Resident notice that any or all of our rights, duties and obligations have been assigned to a new person or entity certified as a continuing care provider under the laws of North Carolina by the North Carolina Department of Insurance to provide services to residents of the Community, you agree to recognize such new person or entity as the provider under this Agreement, to the extent of such assignment.

14.11 Electronic Signatures & Counter-Parts. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Agreement shall have the same legal validity and enforceability as an original, manual

signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

Section 15. DEFINITIONS

Whenever the following words or phrases appear in this Agreement beginning with a capital letter, these definitions shall apply:

Act: The North Carolina Continuing Care Retirement Community Regulation and Financial Disclosure Act, as the same shall be amended and in effect from time to time hereunder.

Agreement: This document, including all exhibits, supplements, amendments or addenda, as signed by us, you, and Guarantor, if any.

Ancillary Services: Those services specified in Section 5 of this Agreement which either we provide or are provided by approved outside providers, the cost of which is not included in the Monthly Service Package. Periodic charges for Ancillary Services may be changed from time to time by us as specified in Section 9.2 or by the outside providers.

Application Fee: The fee payable when you submit an application for residency at the Community or for a position on the futures or standby list.

Assisted Living Unit: Accommodations for residents who need a higher level of care and more daily assistance than is available in an Independent Living Unit, but who need a lesser degree of medical care, personal care and service than is provided in the Nursing Units.

Community: The physical site and structures which we operate as a retirement community in Matthews, North Carolina.

Continuing Care at Windsor Run: The Community building in which the Assisted Living Units and the Nursing Units will be situated. The Continuing Care facility will be licensed for assisted living, memory care, skilled and intermediate nursing care but will not be licensed to provide chronic or acute hospital care or other institutional care. Such services, if required by you, are not services covered under the scope of this Agreement.

Covered Services: Those services specified in Section 4 of this Agreement which we make available for the applicable Monthly Service Package.

Departure Date: The date on which you or, in the event of your death, your personal representative or family, vacates the Living Unit after providing us with a signed Unit Release Form, removing all possessions from such Living Unit, and turning in the Living Unit keys. If you or your personal representative or family do not timely provide us with a signed Unit

Release Form, remove the possessions, or turn in the keys, the Departure Date shall be the date on which we remove all possessions from the Living Unit and places them in a general storage area at the Community or in a commercial storage facility, all at your expense, until disposition thereof can be made. We assume no responsibility for your stored possessions.

Entrance Deposit: The Entrance Deposit required to be paid to us on or before the Occupancy Date as set forth in Section 7.1 of this Agreement, as may be modified, which Entrance Deposit is generally paid in a series of deposits.

Executive Director: The chief administrative officer of the Community appointed as such by WINDSOR RUN.

Guarantor: Any person or persons who guarantee your obligations to pay the Monthly Service Package or any other fees or periodic charges payable by you under the terms of this Agreement.

Independent Living Unit: Living accommodations at the Community for a resident who is able to live independently within our guidelines.

Joint Residents: Two or more residents who reside together in a particular Living Unit.

Living Unit: An Independent Living Unit, Assisted Living Unit or Nursing Unit.

Medical Director: A licensed physician whom we officially designate as the person responsible for the direction and control of medical services offered at the Community.

Memory Care Unit: Room accommodations for a resident who is unable to perform normal functions necessary to live in an Independent Living Unit and needs programming for dementia or similar memory care disorders but who needs a lesser degree of medical care, personal care and service than is provided in a Nursing Unit.

Monthly Meal Credit Plan: The standard meal plan for residents in Independent Living Units. Each Resident has a monthly meal credit which allows purchase of one standard meal per day in the calendar month with a declining monetary balance as the credit is used. In addition to offering premium meals, the community will always have a selection of meal offerings at the standard daily credit amount. You may use the meal credit on a daily basis or as otherwise desired through the calendar month until the allowance is exhausted for that calendar month. The meal credit may also be used by you for guest meals during the calendar month. At the beginning of each calendar month, you receive a new credit for that new month. If you do not use the all of the meal credit within the calendar month, any unused portion is forfeited, does not carry over to the next month, and no credit will be due to you.

Monthly Service Package: The fee payable with respect to a particular Living Unit as specified in Section 8.1 hereof, which fee includes the Covered Services specified in Section 4 hereof. Monthly Service Packages may be adjusted as provided in Section 8.3 hereof.

Non-Occupancy Credit: You may receive a Non-Occupancy Credit to reduce your Monthly Service Package when you are, or if one of Joint Residents, then the Joint Residents are, transferred temporarily to a different Living Unit. You may receive a Non-Occupancy Credit upon request in other circumstances in the sole discretion of the Executive Director. The current Non-Occupancy Credit is provided on Schedule I, Fee Schedule. Adjustments to and policies concerning the Non-Occupancy Credit are made by us in our sole discretion. Credit is given based on the required consecutive days of absence.

Notice: For the purposes of this Agreement, notice shall be deemed to have been given to you when deposited in your community mailbox or personally delivered to you, and given to WINDSOR RUN when either personally delivered or delivered with return receipt to the office of the Executive Director at the Community and to General Counsel at the corporate office situated at 701 Maiden Choice Lane, Baltimore, Maryland 21228. If you have not yet taken possession of the Living Unit, then notice to you shall be given by first-class mail, postage pre-paid, to your last known address and such notice shall be deemed to be effective on the third day following such mailing. If you have been transferred to an Off-Site Facility, notice shall be given by first-class mail, postage pre-paid, to you at such Off-Site Facility and shall be deemed to be effective on the third day following such mailing.

Nursing Unit: Accommodations for residents who are unable to perform those functions necessary to live in an Independent Living Unit or an Assisted Living Unit and who need the degree of medical care, personal care and service that is provided in the Nursing Center.

Occupancy Date: The date on which you are authorized by WINDSOR RUN to take possession of a Living Unit. On this date, you are allowed access to move belongings or to personally inhabit the Living Unit pursuant to this Agreement. Delivery of keys to you shall be deemed authorization to take possession.

Off-Site Facility: Any housing or health care facility not located within the Community and which is neither owned nor operated by WINDSOR RUN.

Refund Form: An agreement signed by you, when accepted by us, designating to whom the Un-earned Refund Amount shall be made upon termination of this Agreement.

Refurbishing Charges: The reasonable costs and expenses of work performed to clean, refurbish, and restore that Living Unit after a resident permanently vacates the unit. This work will generally include, but is not limited to, cleaning or replacement of carpeting and flooring, spackling and/or painting of walls, removing any customized improvements, replacement of fixtures, or any other appropriate repairs repairing any extraordinary damage, in our sole discretion, to bring the Living Unit back to a like-new condition. It is intended that the Living Unit shall be restored to the condition that it was in before it was occupied by the recent resident.

The determination as to the extent of refurbishment shall be established by the Executive Director.

Repairing Extraordinary Damage: By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage caused by pets, or material odors, stains, or damage due to smoking in the Living Unit. You must also pay the reasonable costs and expenses of removing any customized improvements that you made to the Living Unit unless we specifically agree in writing to accept those improvements for re-subscription to a new resident. The extent of refurbishing is determined by WINDSOR RUN, in our sole discretion to put the Living Unit into like-new condition.

Reserved Parking Space: For residents in Independent Living, Windsor Run will provide one designated parking space per Independent Living Unit for your personal vehicle. Your right to use the reserved parking space will terminate when you move to a higher level of care or when the Agreement terminates for any reason. An additional parking space may be designated for another personal vehicle at an additional fee subject to availability.

Resident/ You: Each person designated by name in the first paragraph of this Agreement, who is a party to this Agreement.

Un-Earned Refund Amount: The difference between the total Entrance Deposit paid by you and the amount credited to/ earned by Windsor Run during your residency per Section 7.5 of this Agreement. For purposes of any Refund, the Un-Earned Refund Amount will be calculated as of the month of your Departure Date from the Community (even if such final month is only a partial month).

Windsor Run (We/ Us): Windsor Run, LLC.

Spending Plan: A plan set forth by the Executive Director of the Community in the event that you are financially unable to pay your Monthly Service Packages.

Section 16. FEES. You are responsible to pay the listed Application Fee, Entrance Deposit and Monthly Service Package on or before the Occupancy Date. The Entrance Deposit, the Monthly Service Package, and the Ancillary Fees may be revised as provided in Section 7.3, Section 8.3, and Section 9.2 respectively.

Total Entrance Deposit for Unit: \$ _____ consisting of:

Priority List Deposit	\$1,000
Reservation Deposit(s):	\$ _____
The Signing Deposit:	\$ _____ (bringing total to 10% of Entrance Deposit including previous deposits);
The Final Deposit:	\$ _____ (remaining portion of Entrance Deposit)

Current Monthly Service Package for Unit: \$ _____ per month

Current Monthly Service Package Level: Independent Living _____ Assisted Living _____
(check one) Memory Care _____

Current Application Fee: \$ _____ per applicant

Current Ancillary Fee Schedule: See Schedule I

SIGNATURES

IN WITNESS WHEREOF the parties have hereunto set their hands on the date appearing next to their respective signatures.

WINDSOR RUN, LLC

	By: _____	Date _____
Witness		

	Resident	Date _____
Witness		

	Resident	Date _____
Witness		

If applicable: Guarantors: I (We) _____ have read and understand the provisions of this Agreement and by signing my (our) name(s) below, agree to guaranty Resident's obligations incurred under this Agreement in accordance with the Guaranty Agreement.

	Guarantor	Date _____
Witness		

	Guarantor	Date _____
Witness		

Schedule I
Windsor Run - Periodic Charges for Ancillary Services

Service	2019 Rate
Non-Occupancy Credit for Absences per resident, per day (starting on 31st consecutive night):	\$12.00
Additional Mailbox Key	\$10.00
Additional car transponder	\$15.00
Additional or replacement Apartment Badge	\$20.00
Badge for Resident Family & Friends Program	\$25.00
Badge for Resident Guest	\$30.00
First Car Reserved Parking Space (Ind. Living) (resident registered car only)	No add. fee
Second Car Reserved Parking Space (Monthly if available) (resident registered car only)	\$75.00
Reserved Carport parking (Monthly if available) (resident registered car only)	\$50.00
Storage Bin (Monthly if available)	\$15.00
Maintenance Service per hour	\$40.00
Grounds Service per hour	\$40.00
Housekeeping per hour	\$35.00
Computer Services (first 30-minutes) Each additional 15 minutes	\$37.00 \$12.00
Emergency Pendant (1-time fee)	\$50.00
Emergency Pendant Monthly Fee	\$20.00
Guest Suite	\$109 per night
Transportation	Destination Dependent
Premium TV Service	Package Dependent
Personal Training 30 minute	\$30.00
Standard Health Club Group Fitness Classes	Included
Specialty Health Club Group Fitness Classes	Add. fees apply

Schedule II

Documents Incorporated

- A. Priority List Application
- B. Financial Information Form
- C. Resident Profile
- D. Refund Form
- E. Club Membership Application
- F. Key Receipt Form
- G. Promissory Note (if any)
- H. Custom Interiors Agreement (if any)
- I. Guaranty Agreement (if any)
- J. Unit Release forms
- K. Flexible Payment Program Addendum
- L. Power of Attorney for property disposition (if any)
- M. Advance Directive, Appointment of Health Care Agent, or Living Will (if any)
- N. Resident's medical insurance documentation (if any)

A. Priority List Application

Windsor Run Priority List Application

I hereby make application for a secured position on the Windsor Run Priority List.

Priority date: _____

(To be completed by sales counselor. Priority date is determined by the date this application is received at the Sales and Information Office.)

As you join the Priority List, we ask that you further designate whether you wish to be on the "Standby" or "Futures" part of the Priority List. Both designations maintain your same, all-important priority date. If you would like to review available apartment homes when selections are available for reservation, please designate "Standby Priority." Our sales counselor will call you as soon as the type of apartment home you specify is available. If you are not sure when you would like to move, please designate "Futures Priority."

RESERVATION

I am reserving the following
apartment home _____

Apartment #

STANDBY PRIORITY

I would like to move to the next
available apartment home which meets
my preferences.

FUTURES PRIORITY

I wish to establish my priority
status with the intent of moving
at a later date.

My living accommodation preference:

ONE BEDROOM

ONE BEDROOM & DEN

TWO BEDROOM

OTHER _____

NAME _____ DATE OF BIRTH _____

MARITAL STATUS _____

NAME _____ DATE OF BIRTH _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

WERE YOU REFERRED BY ANYONE? _____

Please sign this application and return it with your check to Windsor Run.
A copy will be returned to you for your records.

APPLICANT(S) _____ DATE _____

APPLICANT(S) _____ DATE _____

WINDSOR RUN _____ DATE _____

Please enclose one check for:

(1) The fully refundable \$1,000 deposit. (2) A \$150 per person application fee.

Make your check payable to: **Windsor Run**

Mail to: Windsor Run Sales and Information Office, 2010 McKee Road, Matthews, NC 28105

Windsor Run Priority List Application

Conditions of the Priority List Agreement

- ① Your status on the Priority List is determined by your priority date with earlier dates having higher priority. Paying the refundable Priority Deposit and the application fee will ensure that you are placed on the list based on the day the Sales and Information Office receives your application.
- ② If you wish to move from the Priority List to an apartment home reservation, you will not need to complete another application or pay another Priority Deposit or application fee. You will need to pay an additional reservation deposit, which is always refundable per the Residence and Care Agreement.
- ③ Prior to moving to Windsor Run, applicants must complete the admissions process which includes financial and health/service screenings. Windsor Run reserves the right to determine if the community offers appropriate care and services for the applicant. Windsor Run may offer conditional approval or may offer a different residence than the applicant's preference.
- ④ Joining the Priority List does not ensure that the amount of the Entrance Deposit will not change before the applicant enters the community. Reserving an apartment does ensure that the Entrance Deposit for that specific apartment will not change if the applicant enters the community within the requisite time frame.

Reservation Deposit Agreement

- ① Your \$1,000 Priority Deposit and any additional deposits will be applied in full toward your Entrance Deposit as you begin your move to Windsor Run. This Reservation Deposit Agreement is a binding agreement that can be cancelled as stated below.
- ② All deposits will be returned to you: (a) within 30 days of a written request; (b) if you are determined to be ineligible for entrance into the community; or (c) if you rescind the Residence and Care Agreement within 30 days of execution of the Agreement or receipt of a Disclosure Statement which meets the requirements of N.C.G.A. Chapter 58, Article 64, whichever is later and regardless of occupancy. In addition, all deposits are returned when this agreement is automatically cancelled due to your death, illness, injury or incapacity that would preclude you from occupying a living unit in the community under the terms of the contract. All deposits will also be returned if the facility is not constructed or the apartment does not meet the specifications in the Disclosure Statement received by the applicant.
- ③ As you complete your move to Windsor Run, all of your deposits toward the Entrance Deposit will remain in escrow until (a) the deposit is returned to you as described in Section 2 above or (b) the escrow agent releases the Entrance Deposit to Windsor Run as permitted by state law and/or the escrow agreement.
- ④ Any interest earned on deposits in escrow will be used for the benefit of Windsor Run.
- ⑤ Your \$150 per person application fee is a one-time, nonrefundable fee. The application fee is refundable only if you exercise the right of rescission described in Section 2(d) above, but Windsor Run may retain the application fee as a reasonable service charge if it does not exceed two percent (2%) of the Entrance Deposit.



2010 McKee Road, Matthews, NC 28105

1-800-515-0886

EricksonLiving.com

B. Financial Information Form

FINANCIAL INFORMATION FORM
CONFIDENTIAL

Note: The following questions will be discussed at the financial appointment. If you would like to answer below, please feel free to do so.

Additional Questions	Detailed Answer (Name, Amount, Valuation Date, Etc.)
1. Please provide details for joint account holders/joint asset holders (such as children, PCA, other family members) for assets listed in "Assets" section.	
2. Other than personal liabilities listed above, have you cosigned/guaranteed anyone else's debts?	
3. In the last 5 years, have you transferred any of your assets worth more than \$20,000 to others? If so, please describe the circumstances and the value received by others. Also, what is the value, if any, you received back?	
4. Do you regularly make monetary gifts or provide regular monetary support to family members, friends, favorite charities or other programs?	
5. Do you plan on making significant future monetary gifts in addition to the above?	
6. In the last 10 years, have you filed for protection from creditors, or been judged bankrupt?	
7. In the last 5 years, have you loaned money to family/ friends and have money owed back to you as the lender?	

Resident Name _____ Current Date _____ Page 4 of 4

FINANCIAL INFORMATION FORM



2010 McKee Road, Matthews, NC 28105
1-800-615-0886
EricksonLiving.com



FINANCIAL INFORMATION FORM
CONFIDENTIAL

Name: _____ Date of Birth: _____
 Marital Status: _____
 Name: _____ Date of Birth: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

Note: Please ensure that below amounts are as current as possible and please bring support for stated amounts to financial appointment.

Assets	Name (Bank, Location, Description)	Value as of Date	Amount
A) Checking Account	_____	____/____/____	\$ _____
B) Savings Account	_____	____/____/____	\$ _____
C) Savings Account	_____	____/____/____	\$ _____
D) Certificate of Deposit	_____	____/____/____	\$ _____
E) Certificate of Deposit	_____	____/____/____	\$ _____
F) Mutual Funds	_____	____/____/____	\$ _____
G) Stocks and Bonds	_____	____/____/____	\$ _____
H) Stocks and Bonds	_____	____/____/____	\$ _____
I) Real Estate—Plan to Sell	_____	____/____/____	\$ _____
J) Real Estate—Plan to Hold	_____	____/____/____	\$ _____
K) Other Financial Assets (e.g., Trusts available for resident use, Life Insurance, Long-term care Insurance)	_____	____/____/____	\$ _____
Liabilities		Total Assets	\$ _____
A) Home Mortgage	_____	____/____/____	\$ _____
B) Loan on Autos	_____	____/____/____	\$ _____
C) Credit Cards	_____	____/____/____	\$ _____
D) Other Debts/Liabilities	_____	____/____/____	\$ _____
E) Other Debts/Liabilities	_____	____/____/____	\$ _____
Total Liabilities			\$ _____
(Assets minus Liabilities) Total Net Worth			\$ _____

Resident Name _____ Current Date _____ Page 2 of 4

FINANCIAL INFORMATION FORM
CONFIDENTIAL

Sources of Monthly Income:	Resident Name	Term of Income (# of months, whole life, etc.)	Survivor Benefits (Yes or No)	Amount
A) Social Security	_____	_____	_____	\$ _____
B) Social Security	_____	_____	_____	\$ _____
C) Pension	_____	_____	_____	\$ _____
D) Pension	_____	_____	_____	\$ _____
E) Annuity	_____	_____	_____	\$ _____
F) Annuity	_____	_____	_____	\$ _____
G) IRA	_____	_____	_____	\$ _____
H) IRA	_____	_____	_____	\$ _____
I) Investment Income	_____	_____	_____	\$ _____
Source:				\$ _____
J) Other Income	_____	_____	_____	\$ _____
K) Other Income	_____	_____	_____	\$ _____
Total Monthly Income				\$ _____

If we have additional financial questions, whom should we contact?

You Your Financial Advisor
 Financial advisor's information (if applicable):

Name _____
 Street Address _____
 City, State, Zip Code _____
 Phone _____
 Email _____

Who will be responsible for your bills?

You Other
 If Other, please give information (if applicable):

Name _____
 Street Address _____
 City, State, Zip Code _____
 Phone _____
 Email _____

I hereby certify that the information supplied herein is complete and accurate to the best of my knowledge, and I agree to provide whatever information Windsor Run deems necessary to verify my financial position. I also understand that my approval for residency is predicated upon the accuracy of this information and said approval may be revoked at any time should any of the information prove to be substantially false.

Signature: _____ Date: _____

Signature: _____ Date: _____

We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, sexual orientation or national origin.

Resident Name _____ Current Date _____ Page 3 of 4

C. Resident Profile

RESIDENT PROFILE



Thank you for completing this form.

We are looking forward to getting to know you when you come to Windsor Run for your pre-residency meeting. Please bring the following to your appointment:

- This completed form
- The Financial Information Form and related documents
- All health insurance cards
- Power of attorney for finances
- Advance directives for health care to include your power of attorney for health care and/or living will
- Document indicating the executor of estate
- Long-term care insurance

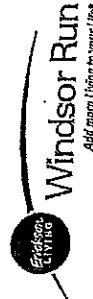
My signature confirms that I understand the information I provide on the Resident Profile and at the pre-residency meeting will be treated with confidentiality and that it is accurate as signed and dated. The information will be used only by authorized employees or agents of the community. The information may also be subject to disclosure as provided by applicable laws.

(Applicant's Signature) _____ (Date)

If this form was completed by someone other than the applicant, please have that person state the reason and sign below.

Form completed by _____
Reason _____
Relationship to applicant _____

(Applicant's Signature) _____ (Date)



2010 McKee Road, Matthews, NC 28105
1-800-515-0886 | WindsorRunCommunity.com



We are excited you have chosen Windsor Run as your next home! As you proceed with your planning, one of your next steps is to come in for a pre-residency meeting. During this session, you will meet with a Windsor Run staff member and begin to understand how the community can help support a successful transition to your new home, while also learning more about the amenities that are available to you. This dedicated time is an opportunity for us to learn more about you and for you to continue to develop relationships with the rest of the Windsor Run team.

In preparation for your pre-residency meeting, we ask that you please complete the pages that follow this letter; this information will be used to start your unique Resident Profile. During this meeting, we will be happy to answer any questions you have and to provide you with any additional amenity information you may desire.

We look forward to partnering with you as you begin this new chapter of your life; we view this pre-residency meeting as the beginning of a lasting relationship.

Best regards,

The Windsor Run Team

RESIDENT PROFILE

PERSONAL & DEMOGRAPHIC INFORMATION

First Name _____ MI _____ Last Name _____ Title _____
Maiden Name _____ Preferred Name _____
Sex: Male Female
Phone _____ Mobile _____ Email _____
Date of Birth _____ Place of Birth _____
(City, State, Country)

WORK INFORMATION

If retired, what was your main occupation? _____
Are you currently working? Yes No
If Yes: Full-Time Part-Time
Company _____ Occupation _____
Military Service: Veteran Nonveteran

RELIGIOUS PREFERENCE (Optional)

Please Specify (Example: Buddhist, Catholic, Jewish, Muslim, Protestant): _____

ADDITIONAL DEMOGRAPHICS

Primary Language _____
Marital Status: Single Married Widowed Separated
 Divorced Domestic Partner Other _____

WILL YOU BE BRINGING A PET TO CAMPUS? Yes No

Type _____
Who would take care of your pet if you could not?
Name _____ Phone _____
(Home or Mobile)

WILL YOU BE BRINGING A MOTOR VEHICLE TO CAMPUS? Yes No

NOTIFY IN CASE OF EMERGENCY (List three contacts if possible.)

1. Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____
2. Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____
3. Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____

ADVANCE DIRECTIVES

Have you completed an advance directive for health care or a living will? Yes No
Have you completed a financial power of attorney? Yes No

END-OF-LIFE PROVISIONS (Optional)

Funeral Home _____
Address _____
City _____ State _____ Zip _____ Phone _____

EXECUTOR OF ESTATE

Name _____ Relationship _____
Address _____ City _____
State _____ Zip _____ Email _____
Phone _____ Mobile _____ Work _____

INSURANCE INFORMATION (Please bring all of your health insurance cards to the pre-residency meeting.)

1. Primary _____ Policy # _____
Secondary _____ Policy # _____
2. Do you have long-term care insurance? Yes No
Insurance Company Name _____
Policy # _____

D. Refund Form

WINDSOR RUN
REFUND FORM

Name of Resident(s): _____
Living Unit: _____
Date of Receipt by
WINDSOR RUN: _____

Preliminary Statements and Directions

1. Pursuant to the Residence and Care Agreement (the "Care Agreement") with WINDSOR RUN, Resident is entitled to a 90% refund of the Entrance Deposit paid to WINDSOR RUN under certain specified conditions during Resident's lifetime or upon Resident's death based upon termination of the applicable Care Agreement (referred to as the "Refund"). Resident's right to the Refund is set forth in the Care Agreement. This Refund Form is only for the purpose of designating the beneficiaries and does not change the terms and conditions for the Refund. Resident and Resident's beneficiaries are subject to all terms and conditions for the Refund and should review the same carefully. For the purpose of these Refund Forms, the term "Resident" includes the plural.

2. Resident understands that the purpose and effect of this Refund Form is to designate the beneficiary(ies) of the right to the Refund. By signing this Refund Form, Resident is hereby revoking any previously executed Refund Forms.

3. If the Entrance Deposit is being paid on behalf of two (or more) Joint Residents, both Joint Residents understand that the Entrance Deposit of the first Joint Resident to pass on will be treated as though it has been paid by the survivor, to be used for the survivor's care if necessary (minus the Community Fee if applicable), and that the Refund will eventually be paid to the survivor or the survivor's beneficiary(ies).

4. **Resident understands that it is Resident's responsibility to review the terms of this Refund Form to make sure that its terms are coordinated with Resident's current will or other trusts and estate plan. WINDSOR RUN strongly recommends that Resident review this Refund Form with an attorney or other estate planning professional prior to execution to ensure such coordination and to review potential tax liability in making these designations or in the eventual payment of the refund.** WINDSOR RUN reserves the right to review and approve the forms so that the right to the refund is clearly delineated for WINDSOR RUN's staff.

5. WINDSOR RUN will make the Refund only as specified in the most recent duly executed and approved Refund Form. Resident may revise the right to the Refund by duly executing a new Refund Form.

6. Please sign one of the following forms designating the right to the Refund. Be sure to read all of the forms before making a selection. If you do not understand the forms, please consult

with your estate planning professional. If you do not understand the directions, please consult with the Sales and Admissions Staff. **You may select and sign only one form.**

7. If Resident is designating the Refund to more than 1 beneficiary, percentages must add up to 100%. Please do not fill in cash amounts. WINDSOR RUN can only refund based upon percentages of the Refund, due to the possibility of a spend-down or partial spend-down of the Entrance Deposit.

8. It is the responsibility of Resident or Resident's representative, if applicable, to give WINDSOR RUN the most recent addresses for all listed beneficiaries.

9. There are no third-party beneficiaries to this agreement between WINDSOR RUN and Resident. WINDSOR RUN is not responsible for notifying or advising any beneficiaries of changes in the designation of the Refund.

10. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Refund Form shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Refund Form may sign separately in several counter-parts, all of which together shall constitute one and the same Refund Form.

11. Resident hereby acknowledges that he or she has read the preliminary statements and instructions, reviewed the attached options for a Refund, and understands the purpose and consequences of this Refund Form.

Date

Resident

Date

Resident

If signed by a representative, indicate name of representative and nature of authority (i.e. power of attorney, guardian, etc.):

Received by WINDSOR RUN:

By: _____
WINDSOR RUN Representative

Date

REFUND FORM 1

1. Refund during Lifetime - In the event that a Refund becomes payable during Resident's lifetime under the terms of the Care Agreement, Resident hereby designates that the Refund be paid to the Resident. If the Entrance Deposit was paid on behalf of Joint Residents, the Refund will be paid to both joint residents.

2. Refund Upon Death - In the event that a Refund becomes payable upon Resident's death under the terms of the Care Agreement, Resident hereby designates that the Refund be made payable to the Estate of Resident. In the case of Joint Residents, the Refund will be made payable to the Estate of the final surviving Joint Resident. The check payable to the Estate of Resident or the Estate of the surviving Joint Resident should be mailed to the duly qualified personal representative, Executor, or Executrix, as the case may be, of the Estate.

Resident

Date

Resident

Date

If signed by a representative, indicate name of representative and nature of authority (i.e. power of attorney, guardian, etc.): _____

This Refund Form was signed by the above-named Resident(s) in our presence and in the presence of each other and the above-named Resident(s) has acknowledged this Refund Form as Resident's own act.

Witness

Address

Witness

Address

Received by WINDSOR RUN:

By: _____
WINDSOR RUN Representative

Date

REFUND FORM 2

1. Refund during Lifetime - In the event that a Refund becomes payable during Resident's lifetime under the terms of the Care Agreement, Resident hereby designates that the Refund be paid to: **(please check one option)**

Resident _____ Beneficiaries as designated below _____

2. Refund Upon Death - In the event that a Refund becomes payable upon Resident's death under the terms of the Care Agreement, Resident hereby designates that the Refund be paid directly for convenience to the beneficiaries listed below, *per stirpes*, in the percentages indicated.

Percentage Interest, Name & Address of Beneficiary

1. _____ % _____ _____ _____	2. _____ % _____ _____ _____
3. _____ % _____ _____ _____	4. _____ % _____ _____ _____
5. _____ % _____ _____ _____	6. _____ % _____ _____ _____

Resident

Date

Resident

Date

If signed by a representative, indicate name of representative and nature of authority (i.e. power of attorney, guardian, etc.): _____

This Refund Form was signed by the above-named Resident(s) in our presence and in the presence of each other and the above-named Resident(s) has acknowledged this Refund of Form as Resident's own act.

Witness

Address

Witness

Address

Received by WINDSOR RUN:

By: _____
WINDSOR RUN Representative

Date

Note 1 - Per stirpes generally means that if a named person is not living at the time the Refund is to be distributed, his or her children will share that person's share of the Refund equally. A pattern of children substituting for and sharing equally in their deceased parent's share continues through succeeding generations existing as of the date of the Resident's passing or, in the case of Joint Residents, the last Resident's passing.

E. Club Membership Application

WINDSOR RUN CLUB
APPLICATION FOR MEMBER

Unless otherwise noted by Resident's having initialed the statement below, execution of this Residence and Care Agreement will constitute Resident's application to become a member of the Windsor Run Club (the "Club"), a private social club. The Club is a social club which will hold a private club license permitting the service of alcoholic beverages to its members and their guests for on-premises consumption at certain facilities in the Windsor Run retirement community complex. In accordance with the Windsor Run Club Membership and Participation Policy and the requirements of the ABCE, the application shall be considered by the Club's membership committee, which will inform Resident if he or she has been accepted for membership. Copies of the Club's policy shall be provided to Resident upon his or her request.

_____ My execution of this Agreement shall not constitute my application to become a member of the Windsor Run Club.

F. Key Receipt Form

**WINDSOR RUN
KEY RECEIPT FORM**

Resident Name(s): _____

Apartment/ Unit #: _____

I/We have received the following items on the date shown next to signature(s):

_____ Apartment Keys

_____ Resident Key Badges

_____ Exterior Door Keys

_____ Mailbox Keys

For purposes of the Residence & Care Agreement, taking apartment keys is considered the Occupancy Date and the Monthly Service Package fees start as of the take keys date.

Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this form shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same form.

Resident/Representative Signature

Date

Resident/Representative Signature

Date

Community Representative Signature

Date

G. Promissory Note (if any)

\$ _____
Matthews, North Carolina

Date of Note: _____ 20__

WINDSOR RUN, LLC
PROMISSORY NOTE

Now, therefore, the undersigned, _____, (the "Maker"), hereby promises to pay to the order of WINDSOR RUN, LLC at its offices located at 2030 Windsor Run Lane, Matthews, North Carolina 28105 or at such other place as the holder of this Note may, from time to time designate, the principal sum of: _____ Dollars (\$ _____), plus all accrued interest, payable on or before _____, 20__ (the "Maturity Date").

1. **Interest Rate.** Interest on the unpaid principal balance shall begin accruing on the **DATE OF THIS NOTE** which appears in the upper right hand corner of this Note, at the rate of nine percent (9%) per annum (360 days per year) and said accrued interest shall be invoiced and paid monthly (**in arrears**) beginning the first day of the second calendar month following the **DATE OF THIS NOTE**. In the event that the Maker of this Note pays the entire balance principal due on or before _____, 20__, the interest for that period shall be **waived**. In the event that the **entire** balance is not paid on or before _____, 20__, **accrued interest will be charged from the DATE OF THIS NOTE.**

2. **Repayment.** Maker agrees to pay interest from the day after the date of this Note hereof in monthly installments until the Maturity Date at which date all outstanding principal and interest shall be due and payable.

3. **Application of Payments.** All payments made hereunder shall be applied first to accrued interest, before being applied to principal.

4. **Prepayment.** The undersigned may prepay this Note in whole or in part at any time without any penalty.

5. **Default.** Upon a default in the payment of any installment of principal or interest due hereunder which has continued for a period of thirty (30) days after written notice of default, the Holder may, in addition to any other remedy provided by law, recover attorneys fees and costs, and in its sole discretion and without further notice or demand, declare that the Residence and Care Agreement of the Maker/ Resident is terminated for non-payment.

6. **Assignment.** In the event the Holder of this Note shall assign or transfer this Note for value, the undersigned agrees that all subsequent Holders of this Note shall not be subject to any claims or defenses which the undersigned may have against a prior Holder, all of which are waived as to the subsequent Holder, and that all subsequent Holders shall have all of the rights of a Holder in

due course with respect to the undersigned even though the subsequent Holder may not qualify, under applicable law, absent this paragraph, as a Holder in due course.

7. Waiver. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers of this Note. This Note shall be the joint and several obligation of all makers, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

8. Notice. Any notice provided for in the Note shall be in writing and shall be given and be deemed to have been given and received (i) when personally delivered against a signed receipt or (ii) three (3) days after being mailed by both registered or certified mail, return receipt requested and also by first-class mail, addressed to the maker or Holder at the appropriate address first above set forth or to such other address as may be hereinafter specified by written notice by the Maker or Holder.

9. Miscellaneous. This Note shall be construed and governed according to the laws of the State of North Carolina. Venue for any action arising out of the making of this Note shall be in Mecklenburg County, North Carolina.

10. Electronic Signature. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Note shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Note may sign separately in several counter-parts, all of which together shall constitute one and the same Note.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed and sealed the day and year first above written.

WITNESS(ES):

MAKER:

Unit: _____

ALLONGE TO PROMISSORY NOTE

THIS ALLONGE TO PROMISSORY NOTE (the "Allonge") is effective as of _____, 20__ by and between Windsor Run, LLC ("HOLDER"), and _____, ("MAKER").

Recitals

R.1. MAKER executed that certain Promissory Note in favor of HOLDER in the principal sum of \$ _____, dated as of _____ (the "Note").

R.2 MAKER and HOLDER have agreed to amend the Note per the terms and conditions stated herein.

Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MAKER and HOLDER hereby agree as follows:

1. **Amendment.** The Note is hereby amended as follows (**initial as applicable**):

a. Each reference in the Note to the Maturity Date is hereby amended to mean and refer to _____, 20__ (the "Revised Maturity Date"). MAKER agrees to pay an additional \$ _____ (the "10% Deposit") in principal on the date of this Allonge and agrees to continue paying equal 10% Deposit payments every thirty (30) days from the date of this Allonge until the Revised Maturity Date. On the Revised Maturity Date, MAKER agrees to pay all outstanding principal to HOLDER.

If MAKER pays each required 10% Deposit payment when due and also pays the outstanding principal by the Revised Maturity Date, then HOLDER will waive interest on the principal. However, if MAKER fails to make any of the required 10% Deposit payments on each due date or if MAKER fails to pay the outstanding principal by the Revised Maturity Date, then MAKER agrees and acknowledges that HOLDER will assess interest at the rate provided in the Note from the date of default of payment until full payment of the principal and accrued interest.

b. MAKER acknowledges that payment was not made by the Maturity Date and that MAKER cannot make additional principal payments. HOLDER agrees to permit MAKER to extend payment of the principal until _____, 20__ (the "Extension Date"). However, MAKER will be assessed and must pay interest of 9% per

annum on the unpaid principal until the Extension Date when all outstanding principal and interest are due and payable.

2. **Affirmation.** The representations of MAKER contained in the Note are true and correct as of this date and MAKER represents to HOLDER the accuracy of each representation as if they have been made on this date. This Allonge (a) is being physically attached to the Note simultaneously with the entry into this Allonge by the parties hereto, to evidence the modification of the provisions of the Note effected hereby, and (b) shall upon such attachment be deemed to be a part of the Note, as fully and completely as if its provisions were set forth in the body of the Note.

3. **Definition.** The term "this Note" as used in the Note, shall mean the Note as modified herein unless the context clearly indicates or dictates a contrary meaning. Other defined terms in this Allonge were previously defined in the Note and have the same meaning as defined in the Note.

4. **Default.** In the event of a default in the payment of any installment of interest or principal due hereunder, HOLDER may, in addition to any other remedy provided by law, recover attorneys' fees and costs, and in its sole discretion and without further notice or demand, declare that the Residence and Care Agreement of the Maker/Resident is terminated for non-payment.

5. **Liability and Obligations; No Novation.** MAKER ratifies and confirms all of its liabilities and obligations under the Note and agrees that, except as expressly modified in this Allonge, the Note continues in full force and effect as if set forth specifically herein. MAKER and HOLDER agree that this Allonge shall not be construed as an agreement to extinguish the original obligations under the Note and shall not constitute a novation as to the obligations of MAKER under the Note.

6. **Electronic Signature.** Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Allonge shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Allonge may sign separately in several counter-parts, all of which together shall constitute one and the same Allonge.

7. **Prior Consent.** This Allonge may not be amended, changed, modified, altered, or terminated without in each instance the prior written consent of HOLDER.

Maker(s):

HOLDER: Windsor Run, LLC

By: _____

Title: _____

Living Unit: _____

H. Custom Interiors Agreement (if any)

CUSTOM INTERIORS AGREEMENT ADDENDUM TO
RESIDENCE AND CARE AGREEMENT

THIS CUSTOM INTERIORS AGREEMENT (the “**Agreement**”) is made as of this _____ day of _____, 2____, by and between Windsor Run, LLC, having an address of 2030 Windsor Run Lane, Matthews, North Carolina 28105 (herein referred to as “**Windsor Run**”) and _____ (“**Resident**”).

RECITALS

R.1 Resident has entered or shall enter into a Residence and Care Agreement (the “**Care Agreement**”) with Windsor Run to occupy the following residential unit at the Community: _____ (the “**Living Unit**”).

R.2 Resident desires to purchase certain upgrades or make certain changes to the current condition of the Living Unit to customize the Living Unit for Resident. Windsor Run is willing to make the changes desired by Resident only upon the following terms and conditions.

R.3 Terms that are not defined in this Agreement have the same meaning as in the Resident’s Care Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Improvements. Resident and Windsor Run agree that Resident’s Living Unit will be customized with the upgrades and improvements (the “**Improvements**”) which are listed in the Statement of Work/Price Quote in Exhibit A, attached to and incorporated into this Agreement.

2. Cost of the Improvements. Resident agrees to pay to Windsor Run the contract fee (“**Contract Fee**”) for the Improvements as listed in Exhibit A. The Contract Fee is due and payable in full upon signature of this Agreement, prior to ordering any custom materials or starting the work. Once Windsor Run has commenced the work by engaging contractors and/or ordering materials, the Contract Fee is then non-refundable. If Resident withdraws his or her application, rescinds the Care Agreement, or fails to occupy the Living Unit for any reason after commencement of the work, Resident understands and agrees that Resident shall **not** be entitled to any reduction or refund of the Contract Fee except as provided in Section 3 hereof.

3. Refurbishing Charges:

a. Pre-Occupancy. If Resident does not occupy the Living Unit for any of the reasons described in Section 2 hereof, Windsor Run may, in its sole discretion, elect to refurbishing the Living Unit to its previous condition or to market the Living Unit with the Improvements to a new resident. If Windsor Run elects to restore the Living Unit, Resident is responsible for any Refurbishing Charges as provided in Section 9.4 of the Residence and Care Agreement (see Section 9.4).

b. Post-Occupancy. After the Occupancy Date by Resident, if the Residence and Care Agreement is terminated by either party for any reason or terminates due to the death of Resident, or if Resident is permanently transferred to a different Living Unit, Windsor Run may, in its sole discretion, elect to refurbishing the Living Unit to its pre-upgrade condition or to market the Living Unit with the Improvements to a new resident. When Windsor Run elects to restore the Living Unit, Resident is responsible for any Refurbishing Charges as provided in Section 9.4 of the Residence and Care Agreement.

4. Entire Agreement. This Agreement and the Care Agreement constitute the entire agreement between the parties in respect of customizing and restoring the Living Unit, and there are no oral agreements between the parties in connection herewith. This Agreement is incorporated into the Care Agreement. The Care Agreement remains in full force and effect, and, if there is any inconsistency between this Agreement and the Care Agreement, the Care Agreement shall govern. This Agreement may be amended only in writing executed by all parties.

5. Governing Law; Venue. This Agreement shall be governed by the law of the State of North Carolina. The parties agree that venue for any claim or action arising out of this Agreement shall be in Mecklenburg County, North Carolina.

6. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and shall be construed as though they had not contained the invalid or unenforceable provision.

7. Notices. Any notice, invoice, or payment under this Agreement to be given to a party may be either personally delivered or sent by first-class mail, postage prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such address by notice in writing.

8. Electronic Signatures. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

INTENDING TO BE LEGALLY BOUND, the parties have set forth their signatures below.

RESIDENT

WINDSOR RUN, LLC

By: _____
Print Name: _____
Title: _____

EXHIBIT A – STATEMENT OF WORK/PRICE QUOTE

1. The work to be performed by Windsor Run is described in the attached Price Quote. Windsor Run has the right to sub-contract or assign portions of the work to its subcontractors, vendors or suppliers. If Resident requests additional work to the Living Unit, such requests must be made in writing. No work can be commenced in the unit until Resident has taken keys for the Living Unit. Windsor Run shall advise Resident of any changes to the Contract Fee due to the additional requested work.

2. Limitation of Liability. Windsor Run will perform the work in a timely manner and in workmanlike fashion. **WINDSOR RUN'S LIABILITY TO RESIDENT FOR ANY CLAIMS OF DEFECTS IN MATERIALS OR WORKMANSHIP OR ANY OTHER CLAIMS ARISING FROM THE WORK SHALL NOT, IN ANY CIRCUMSTANCE, EXCEED THE AMOUNT OF THE CONTRACT FEE PAID BY RESIDENT TO WINDSOR RUN.**

I. Guaranty Agreement (if any)

WINDSOR RUN
GUARANTY AGREEMENT ADDENDUM TO
RESIDENCE AND CARE AGREEMENT

This Guaranty Agreement is made as of this _____ day of _____, 20__ between Windsor Run, LLC, ("Windsor Run") and _____ (herein collectively referred to as "Guarantor").

WHEREAS, _____ ("Beneficiary") desires to become a resident at the Windsor Run Retirement Community and has entered or will enter into a Residence and Care Agreement with Windsor Run;

WHEREAS, Beneficiary's current financial status does not meet Windsor Run' standard qualifications, and Windsor Run cannot allow Beneficiary to become a resident without additional assurances;

WHEREAS, Guarantor desires to give Windsor Run additional assurances in order to induce Windsor Run to accept the Beneficiary as a resident;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Guarantor agrees to voluntarily and unconditionally guarantee payment (the "Guaranty") of Beneficiary's obligations which are due or may become due to Windsor Run incurred relative to Beneficiary's residence at Windsor Run pursuant to the terms of the Residence and Care Agreement. This Guaranty shall continue in effect from the date of this Agreement until the Guarantor is released by Windsor Run pursuant to Section 8 of this Agreement. The Guaranty is unlimited as to amount.

2. Guarantor understands that this is an unconditional Guaranty of payment, not collection. If Windsor Run believes, in its sole discretion, that an attempt to collect from the Beneficiary may be detrimental to the Beneficiary's health or would not be reasonable considering Beneficiary's economic condition, Windsor Run will not attempt to collect from the Beneficiary first.

3. Windsor Run will use its sole discretion in determining whether or not to proceed to collect amounts from Guarantor or other sources. In exercising that discretion, as a matter of policy but not obligation, generally Windsor Run will first determine if Beneficiary has any readily available source of funds to pay his/her obligations and if Beneficiary does, seek to obtain the funds from such source; second, seek to obtain payment from Guarantor; third, from spending down the Entrance Deposit paid to Windsor Run; fourth, seek to obtain payment from medical assistance if Windsor Run believes medical assistance is available to Beneficiary; and finally, seek to obtain funds from any remaining source of available funds.

4. Subject to verification of Beneficiary's financial qualifications and health-related status, Windsor Run agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

5. Guarantor hereby waives its rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantor further agrees that all arrangements concerning Beneficiary's financial obligations to Windsor Run shall be made and decided solely between Windsor Run and the Beneficiary. However, Guarantor shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

6. Guarantor will be deemed to have defaulted under this Guaranty Agreement in the event that Guarantor fails to pay to Windsor Run all amounts due and payable pursuant to the Guaranty within forty-five (45) days of demand by Windsor Run for payment pursuant to the Guaranty.

7. In the event of a Default, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any court costs, including reasonable attorneys' fees, that might be incurred by Windsor Run in enforcing the Agreement. The parties agree that this agreement shall be interpreted under the laws of the State of North Carolina and that venue for any claim arising out of this Guaranty Agreement shall be in Mecklenburg County, North Carolina.

8. In the event that Beneficiary terminates the Residence and Care Agreement during his/ her lifetime or dies during residence at Windsor Run, Windsor Run agrees that Guarantor shall be released from its obligations under this Guaranty Agreement upon satisfaction of all of Beneficiary's outstanding charges.

9. This Guaranty is incorporated into the Residence and Care Agreement. The Residence and Care Agreement remains in full force and effect, and, if there is any inconsistency between this Guaranty and the Residence and Care Agreement, the Residence and Care Agreement shall govern.

10. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Guaranty Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Guaranty Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Witness

Guarantor

Witness

Guarantor

Windsor Run, LLC

Witness

By: _____

WINDSOR RUN
LIMITED GUARANTY AGREEMENT (JOINT ASSETS)
ADDENDUM TO RESIDENCE AND CARE AGREEMENT

This Guaranty Agreement is made as of this _____ day of _____, 20____ between Windsor Run, LLC ("Windsor Run") and _____ (herein collectively referred to as "Guarantor").

Recitals

R.1 _____ ("Beneficiary") desires to become a resident at the Windsor Run Retirement Community and will enter into a Residence and Care Agreement with Windsor Run;

R.2 Beneficiary and Guarantor own jointly the assets (the "Joint Assets") set forth in Exhibit A, attached to and incorporated in this Agreement which Joint Assets have the value set forth in Exhibit A as of the date of this Agreement;

R.3 Due to the ownership of the Joint Assets, Beneficiary's individual financial status does not meet Windsor Run's standard qualifications for residency;

R.4 Guarantor desires to give Windsor Run additional assurances as to the Joint Assets in order to induce Windsor Run to accept the Beneficiary as a resident;

Agreement

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Subject to the limitations set forth in Section 2 hereof, Guarantor agrees to voluntarily and unconditionally guarantee payment (the "Guaranty") of Beneficiary's obligations which are due or may become due to Windsor Run incurred relative to Beneficiary's residence at Windsor Run pursuant to the terms of the Residence and Care Agreement. This Guaranty shall continue in effect from the date of this Agreement until the Guarantor is released by Windsor Run pursuant to Section 9 of this Agreement.

2. Unless Guarantor has committed a Default under this Guaranty as defined in Section 5 hereof, the Guaranty is limited to payment from the Joint Assets as set forth in Exhibit A. Guarantor understands that this is an unconditional Guaranty of payment, not collection.

3. Subject to Windsor Run's verification of Beneficiary's financial qualifications other than the Joint Assets and to Windsor Run's determination of the appropriate level of care for

Beneficiary, Windsor Run agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

4. In the event that Beneficiary is unable to meet his/her obligations under the Residence and Care Agreement without use of the Joint Assets, Windsor Run will use its sole discretion in determining whether or not to proceed to collect amounts from the Beneficiary, the Joint Assets, the Guarantor, or other sources. In exercising that discretion, as a matter of policy but not obligation, generally Windsor Run will take the following steps:

- 4.1. Upon Beneficiary's or Beneficiary's duly authorized representative's request for assistance pursuant to the Residence and Care Agreement, Windsor Run shall review the Beneficiary's then-current financial status, including but not limited to the balance of the Joint Assets. Windsor Run may request further documentation to show that any changes in the value of the Joint Assets, as shown in Exhibit A, were either expenditures made for the direct benefit of the Beneficiary or market fluctuations in the value of the Joint Assets.
- 4.2. If Windsor Run believes in its sole discretion that any expenditures from the Joint Assets were spent for the benefit of Beneficiary and that Beneficiary is not otherwise in breach of the Residence and Care Agreement, Windsor Run may then initiate a spend-down plan with the Beneficiary or the duly authorized representative for Beneficiary's assets, including the Joint Assets, other than the Entrance Deposit. Windsor Run may require that Resident seek to obtain funds from outside sources such as medical assistance. If Windsor Run believes in its sole discretion that any expenditures from the Joint Assets were due to a Default by Guarantor, Windsor Run shall proceed as provided in Section 5 hereof.
- 4.3. After spend-down of Beneficiary's assets, including the Joint Assets, Windsor Run shall release the Guaranty and shall initiate a spend-down of the entrance deposit.

5. Guarantor will be in Default under this Guaranty Agreement in the event that Guarantor withdraws, spends, distributes, pledges, assigns, or otherwise uses the Joint Assets for any purpose other than for the direct benefit of the Beneficiary. In the event of a Default, as a matter of policy but not obligation, Windsor Run shall normally proceed as follows:

- 5.1. Prior to initiating a spend-down plan as described in Section 4.2, Windsor Run shall first enforce the Guaranty. Windsor Run shall have the right to enforce payment of the Guaranty against any and all of Guarantor's personal assets in any form whatsoever and shall not be limited to payment from the Joint Assets. The Guaranty shall be limited to the amount of the Joint Assets withdrawn, spent, distributed, pledged, assigned, or otherwise used by the

Guarantor other than for the direct benefit of the Beneficiary, which amount shall be determined by Windsor Run in its sole discretion.

- 5.2. In the event that Windsor Run is required to hire a collection agency or to initiate legal proceedings to enforce the Guaranty, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any and all interest, collection costs, and court costs, including reasonable attorneys' fees, that might be incurred by Windsor Run in enforcing the Guaranty.
- 5.3. After payment to Windsor Run of all sums due pursuant to the Guaranty and any interest, collection costs, court costs, including reasonable attorney's fees, which may be due pursuant to Section 5.2, Windsor Run will work with the Beneficiary or the Beneficiary's duly authorized representative to initiate the steps listed in Section 4.2 and 4.3 hereof for the spend-down program.

6. The parties agree that this agreement shall be interpreted under the laws of the State of North Carolina and that venue for any claim arising out of this Guaranty Agreement shall be in Mecklenburg County, North Carolina.

7. Guarantor hereby waives its rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantor further agrees that all arrangements concerning Beneficiary's financial obligations to Windsor Run shall be made and decided solely between Windsor Run and the Beneficiary. However, Guarantor shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

8. In addition to all rights available to Windsor Run under this Agreement, Windsor Run shall also have all of the rights and remedies enumerated in the Residence and Care Agreement, up to and including termination of residency, for non-payment of fees.

9. Windsor Run agrees that it will release Guarantor from the obligations under this Guaranty Agreement upon the sooner of:

- a. The termination of the Residence and Care Agreement either during his/ her lifetime or due to Beneficiary's death, upon satisfaction of all Guarantor's obligation under this Guaranty Agreement and ninety (90) days following Beneficiary's Departure Date or resale of the Living Unit, whichever event shall occur first;
- b. The completion of the steps listed in Sections 4.1, 4.2 and 4.3 hereof; or
- c. The payment of all sums due to Windsor Run, as enumerated in Section 5.3, in the event of a Default.

10. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Guaranty Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Guaranty Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Guaranty Agreement.

Witness

Guarantor

Witness

Guarantor

Windsor Run, LLC

By: _____

Witness

EXHIBIT A

Joint Assets

Value as of Date of Agreement

WINDSOR RUN MONTHLY CONTRIBUTION GUARANTY
ADDENDUM TO THE RESIDENCE & CARE AGREEMENT

This Guaranty Agreement is made as of this _____ day of _____, 20__ between WINDSOR RUN, LLC. (herein referred to as "Windsor Run") and _____ (herein collectively referred to as "Guarantor").

WHEREAS, _____ ("Beneficiary") desires to become a resident of Windsor Run Retirement Community (the "Community"), operated by Windsor Run and has entered or will enter into a Residence and Care Agreement with Windsor Run;

WHEREAS, Beneficiary's current financial status does not meet Windsor Run' standard qualifications, and Windsor Run cannot allow Beneficiary to become a resident without additional assurances;

WHEREAS, Guarantor desires to give Windsor Run additional assurances in order to induce Windsor Run to accept the Beneficiary as a resident;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Guarantor agrees to voluntarily and unconditionally guarantee payment (the "Guaranty") of a portion of Beneficiary's obligations which are due or may become due to Windsor Run incurred relative to Beneficiary's residence at the Community pursuant to the terms of the Residence and Care Agreement. Specifically, Guarantor agrees to voluntarily and unconditionally pay to the order of Windsor Run _____ Dollars (\$_____) per month towards Beneficiary's Monthly Service Package which will assist Beneficiary to continue payment of the remaining monthly balance without depleting Beneficiary's stated assets verified during the admission process. This Guaranty shall continue in effect from the date of this Agreement until the Guarantor is released by Windsor Run pursuant to Section 8 of this Agreement. If applicable, this Guaranty is limited to a total of _____ Dollars (\$_____).

2. Guarantor understands that this is an unconditional Guaranty of payment, not collection.

3. Until the total limit of the guaranty is reached, Guarantor will remit monthly payment by the 15th day of each month to Windsor Run at the following address: _____ . Payments are due in advance for each month.

4. Subject to verification of Beneficiary's financial qualifications and health-related status, Windsor Run agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

5. Guarantor hereby waives its rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantor further agrees that all arrangements concerning Beneficiary's financial obligations to Windsor Run shall be made and decided solely between Windsor Run and the Beneficiary. However, Guarantor shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

6 Guarantor will be deemed to have defaulted under this Guaranty Agreement in the event that Guarantor fails to pay to Windsor Run all amounts due and payable pursuant to the Guaranty within forty-five (45) days of demand by Windsor Run for payment pursuant to the Guaranty.

7. In the event of a Default, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any court costs, including reasonable attorneys' fees, that might be incurred by Windsor Run in enforcing the Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of North Carolina, and venue for any claim arising out of this Guaranty Agreement shall be in Mecklenburg County, North Carolina.

8. In the event that Beneficiary terminates the Residence and Care Agreement during his/ her lifetime, dies during residence at the Community, or Beneficiary becomes a permanent resident of the nursing facility to be located at Windsor Run, Windsor Run agrees that Guarantor shall be released from its obligations under this Guaranty Agreement upon satisfaction of all of Guarantor's obligations pursuant to this Guaranty Agreement. In addition, Windsor Run agrees that Guarantor shall be released from its obligations when and if Guarantor has paid the total limit of the guaranty as stated in Section 1 hereof.

9. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Guaranty Agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this Guaranty Agreement may sign separately in several counter-parts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Witness

Guarantor

Witness

Guarantor

WINDSOR RUN, LLC

Witness

By: _____

J. Unit Release Forms

WINDSOR RUN
UNIT RELEASE ADDENDUM

Resident(s): _____ Unit: _____

Storage bin: _____ Parking Space/ Covered Parking: _____

Departure Date: _____

This form is used to release the current Living Unit in the event of a termination of the Residence and Care Agreement. The term "Community" refers to Windsor Run, LLC.

1. I/ We hereby release the referenced Unit for resettlement. I/We will vacate the Unit no later than indicated Departure Date and will also relinquish the keys to the Community. I/We also relinquish the referenced storage bin and parking space as of the same Departure Date.

2. To expedite receipt of the next Entrance Deposit, the Community has my/our permission to show this Unit as of _____. If I/We are still living in the Unit, the Community will show the Unit only on mutually agreeable dates and times.

3. Per Section 8.6 of the Residence and Care Agreement, I/We will be responsible for the monthly service package, minus the non-occupancy credit as applicable, up to and including a maximum of ninety days from the Departure Date.

4. Per Section 9.4 of the Residence and Care Agreement, I/We will be responsible for the Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy; however, depending on the circumstances of release or transfer, all or a portion of the Refurbishing Charges may be covered by the Community (see Section 9.4 for details). This release is for (check one option):

___ ILU Release ___ ALF/Memory Care Release

5. The Community will provide the Refund per the terms and conditions of Section 7 of the Residence and Care Agreement. After the conditions are met, the Community will generate the Refund within the 60 day period. The full 60 day period may be needed to generate the Refund. The Community also offers these options (*please initial one*):

___ a. To expedite the Refund, I/ We direct the Community to deduct the amount of the final bill from the Refund and to send a copy of the final bill with the Refund check(s) depending on the designation of beneficiaries per the Refund Form. I/We will still have a reasonable opportunity to review the final bill and discuss charges deducted from the Refund. The Community will refund charges that

were deducted in error. **Initialing this option constitutes pre-approval of the final bill per the terms of Section 7.6.**

_____ b. I/ We direct the Community to send the final bill for approval before any Refund. I/We understand that this may extend the processing for the Refund to the full 60 day period. **Initialing this option does not constitute pre-approval of the final bill and thus the resident does not receive the Refund Number.**

6. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Addendum shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same Addendum.

This Addendum is incorporated into the Residence and Care Agreement. All other provisions of the Residence and Care Agreement remain in full force and effect, except as specifically modified in this Addendum and any inconsistency between this Addendum and the Residence and Care Agreement shall be governed by the terms of the Residence and Care Agreement.

Date

Signature of Resident or Resident's Representative

If signed by a Representative, Name, Address and
Phone # of Representative:

Staff Member: _____

WINDSOR RUN
UNIT RELEASE - TRANSFER ADDENDUM

Resident(s): _____ Unit: _____

Storage bin: _____ Parking Space/ Covered Parking: _____

Departure Date: _____

This form is used to release the current Living Unit in the event of a transfer and to modify the Residence and Care Agreement for changes in the Resident's new Living Unit, monthly service package, and Entrance Deposit, if any. The term "Community" refers to Windsor Run.

1. I/ We hereby release the referenced Unit for resettlement. I/We will vacate the Unit no later than indicated Departure Date and will also relinquish the keys to the Community. I/We also relinquish the referenced storage bin and parking space as of the same Departure Date.

2. To expedite receipt of the next Entrance Deposit, the Community has my/our permission to show this Unit as of _____. If I/We are still living in the Unit, the Community will show the Unit only on mutually agreeable dates and times.

3. Per Section 8.5 of the Residence and Care Agreement, I am responsible for payment of the Monthly Service Package, pro-rated and less the Non-Occupancy Credit as applicable, for the vacated Living Unit until I completely vacate, remove all possessions from the vacated Living Unit, and return the keys for the vacated Living Unit to Windsor Run.

4. Per Section 9.4 of the Residence and Care Agreement, I/We will be responsible for the Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy; however, depending on the circumstances of release or transfer, all or a portion of the Refurbishing Charges may be covered by the Community (see Section 9.4 for details). This release is for (check one option):

- _____ ILU to ILU
- _____ ILU to ALF/Memory Care
- _____ ALF/Memory Care to any unit
- _____ Any unit to another Erickson campus

5. I/ We are making the following transfer:

_____ a. I am/We are moving to Unit _____ at the Community. The new monthly fee shall be \$ _____ and the Entrance Deposit (*circle one*): remains the same/ is changed to \$ _____. I/We have the right to occupy the new Unit from the Occupancy Date for such new Unit to the Departure Date for such new Unit.

_____ b. I am/ We are moving to _____, an Erickson managed community. The Community will provide the Refund per the terms and conditions of Section 7 of the Residence and Care Agreement. I/ We direct the Community to send the Refund to _____ after the final bill at this Community is settled.

i. I/ We direct the Community to automatically deduct the final bill at this Community from the Refund. **Initialing this option constitutes pre-approval of the final bill per the terms of Section 7.6**

ii. I/ We do not want the final bill automatically deducted. I/ We understand that the final bill must be paid separately before the Refund is made to the new community and that this may extend the time for move-in to the new community. **Initialing this option does not constitute pre-approval of the final bill and thus the resident does not receive the Refund Number.**

6. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Addendum shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same Addendum.

This Addendum is incorporated into the Residence and Care Agreement. All other provisions of the Residence and Care Agreement remain in full force and effect, except as specifically modified in this Addendum, and any other inconsistency between this Addendum and the Residence and Care Agreement shall be governed by the terms of the Residence and Care Agreement.

Date

Signature of Resident or Resident's Representative

If signed by a Representative, Name, Address and
Phone # of Representative:

()

Staff Member: _____

K. Flexible Payment Program Addendum (if any)

**FLEXIBLE PAYMENT PROGRAM ADDENDUM TO
RESIDENCE AND CARE AGREEMENT**

Resident(s): _____

Resident(s): _____

Living Unit: _____

Effective Date: _____

This Flexible Payment Program Addendum (the "Addendum") is entered into between Resident(s) listed above and Windsor Run, LLC ("Windsor Run") as of the Effective Date.

Recitals

R.1. Windsor Run normally requires the payment of a full Entrance Deposit for a living unit as a condition to residency.

R.2. Windsor Run offers the Flexible Payment Program (the "Program") to qualifying applicants in its sole and absolute discretion. The Program allows qualifying residents to move to the Community, with a minimum payment of ten percent (10%) of the Entrance Deposit for the selected Living Unit and payment of an additional monthly differential of Fifty Dollars (\$50.00) per each Ten Thousand Dollars (\$10,000.00) of the outstanding balance of the Entrance Deposit.

R.3. Resident is unable to pay the full Entrance Deposit for the indicated Living Unit and would like to take advantage of the Flexible Payment Program and Windsor Run agrees to offer this program to Resident.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Windsor Run agrees to accept Resident as a participant in the Program and Resident agrees to participate in the Program based on the terms and conditions required by this Addendum. For purposes of this Addendum, the term "Resident" includes the plural "Residents." The Term of this Addendum is from the Effective Date first listed above through _____, 20__.

2. Windsor Run and Resident agree that, as of the Effective Date, Resident's normal Entrance Deposit and normal Monthly Service Package are the amounts indicated in Schedule I of the Residence and Care Agreement (the "Care Agreement") by and between Windsor Run and Resident. However, during the Term of this Addendum, Windsor Run agrees to accept Resident with the Flexible Entrance Deposit provided that Resident pays the Monthly Differential listed below.

Flexible Entrance Deposit:	\$ _____
Monthly Differential:	\$ _____ per month

3. The Monthly Differential is due and payable in addition to the Resident's Monthly Service Package for the Living Unit and in addition to any other fees and charges and ancillary fees due and payable per the Care Agreement. The Monthly Differential for the month during which a Resident first participates in the Flexible Payment Program shall be payable monthly in advance on a pro-rated basis throughout the Term.

4. Throughout the Term, Windsor Run will permit Resident's continued participation in the Program as long as Resident remains in compliance with all of the following conditions. Upon request, Resident will provide Windsor Run with reasonable documentation evidencing continued compliance with these conditions.

- (i) Resident is otherwise in compliance with the terms and conditions of the Care Agreement;
- (ii) Resident's property located at _____ (the "Property") is vacated by Resident and remains completely unoccupied and available for sale;
- (iii) The Property is listed for sale with a licensed real estate broker acceptable to Windsor Run for fair market value of the Property;
- (iv) Resident assists the real estate broker, as needed, in marketing and presenting the Property for sale, and accepts any bona fide offers to purchase the Property for the listed purchase price; and
- (v) Resident continues to own the Property and does not transfer any right, title, or interest, including but not limited to any leasehold interest, to any other person.

5. Upon the earlier of: (i) the sale and settlement of the above-listed Property, or (ii) the expiration of the Term of this Addendum, Resident agrees to promptly pay to Windsor Run the sum of \$ _____, representing the outstanding balance between the Flexible Entrance Deposit and the full Entrance Deposit listed on Schedule I of the Care Agreement. If Resident pays the balance within five (5) days following the settlement on the Property, or if the Property has not settled, then by the end of the Term of this Addendum, Windsor Run agrees to credit the total Monthly Differentials paid by Resident towards the outstanding balance. If Resident pays the balance after the fifth day from settlement, or, if the Property has not settled, if the Resident pays the balance after the expiration of the Term, Windsor Run will not credit the Resident the Monthly Differentials and Resident will not receive any refund of the Monthly Differentials paid.

6. If Resident fails to pay the balance of the Entrance Deposit within thirty (30) days of settlement on the Property, or, if the Property has not settled, if the Resident fails to pay the balance within thirty (30) days after the expiration of the Term of this Addendum, if Resident gifts or transfers the Property or any interest therein for less than fair market value, or if Resident otherwise fails to comply with the Program requirements as indicated in this Addendum, Resident acknowledges that Resident shall be in breach of the Care Agreement for failure to pay the full Entrance Deposit for the Living Unit and that Windsor Run may terminate Resident's residency for cause per Section 12 of the Care Agreement.

7. Resident may, at any time, voluntarily opt out of the Flexible Payment Program prior to settlement on the Property by notifying Windsor Run in writing. If Resident opts out of the Flexible Payment Program, Resident will be required to pay, within five (5) days of the notice, the outstanding balance between the Flexible Entrance Deposit and the full Entrance Deposit listed on Schedule I of the Care Agreement. If Resident pays the balance within five (5) days following the notice, Windsor Run agrees to credit the total Monthly Differentials paid by Resident towards the outstanding balance. If Resident pays the balance after the fifth day from the notice, Windsor Run will not credit the Resident and Resident will not receive any refund of the Monthly Differentials paid. Upon Community's receipt of the full Entrance Deposit, Resident will no longer be required to pay the Monthly Differential.

8. Windsor Run reserves the right to discontinue the Flexible Payment Program at any time. In the event the Flexible Payment Program is discontinued, Residents who are currently in the program may continue to participate on the terms and conditions contained in this Addendum through the Term of the Addendum.

9. If Resident remains a participant in the Program and Resident permanently transfers from the Living Unit to another living unit at the Community with a higher Entrance Deposit than the Entrance Deposit listed on Schedule I of the Care Agreement, Resident agrees that the balance of the Entrance Deposit due and payable to the Community is the sum listed in Section 5 plus the difference between the Entrance Deposit listed on Schedule I of the Care Agreement and the Entrance Deposit in effect for the new Living Unit to which Resident is transferring.

10. If Resident remains a participant in the Program and Resident's Care Agreement terminates prior to payment of the full Entrance Deposit for any reason, including but not limited to the election of Resident, for just cause by Windsor Run, or for the death of Resident, the refund of the Entrance Deposit payable by Windsor Run per Section 7 of the Care Agreement is limited to the amount of the Flexible Entrance Deposit paid by Resident minus the 10% Community Fee. Resident shall not receive a credit for or any refund of the Monthly Differentials paid by Resident in the event of termination of the Care Agreement.

11. Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this Addendum shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties to this form may sign separately in several counter-parts, all of which together shall constitute one and the same Addendum.

12. This Addendum is incorporated into the Resident's Care Agreement. All defined terms, except as specifically defined herein, shall be consistent with the Care Agreement. All other provisions of the Care Agreement remain in full force and effect, except as specifically modified in this Addendum, and any other inconsistency between this Addendum and the Residence and Care Agreement shall be governed by the terms of the Residence and Care

EXHIBIT 2

ANTICIPATED PROJECT SCHEDULE

Summary:

Exhibit Two presents the anticipated construction schedule of the Community, reflecting the program of adding amenities such as the clubhouse style community buildings, the Continuing Care neighborhood, and other amenities in order to match the Community's increase in resident population. Although this is a projected schedule, construction will progress in response to market demand and is subject to delays for weather, licensing approval, etc.

Building Name	Projected Start Date	Projected Completion Date
Clubhouse 1 & RB 1.1	May 1, 2016	May 1, 2018
RB 1.2	May 1, 2016	July 1, 2018
RB 1.3	August 1, 2017	August 2019
Continuing Care	August 2019	January, 2021
RB 1.4	August 2019	January 2021
RB 1.5	October 2020	April 2022
Continuing Care Phase 2	October 2020	May 2022
Clubhouse 2	October 2021	April 2023
RB 2.1	October 2022	April 2024
RB 2.2	October 2023	April 2025
RB 2.3	October 2024	April 2026
Continuing Care Phase 3	October 2025	January 2027

EXHIBIT 3

CERTIFIED FINANCIAL STATEMENTS OF PROVIDER

Summary:

As a form of consumer protection for prospective residents, the North Carolina Department of Insurance has required the Provider to include audits from an independent accounting firm, expressing that firm's opinion on the Provider's financial statements.

Windsor Run, LLC
Financial Statements
for the year ended December 31, 2018



RSM US LLP

Independent Auditor's Report

To the Member
Windsor Run, LLC

Report on the Financial Statements

We have audited the accompanying financial statements of Windsor Run, LLC (the Company), which comprise the balance sheets as of December 31, 2018 and 2017, the related statements of operations and changes in member's equity 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.

Auditor's 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 auditor's 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 entity'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 entity'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.

Opinion

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

RSM US LLP

Baltimore, Maryland
April 26, 2019

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Windsor Run, LLC

Balance Sheets

December 31, 2018 and 2017

ASSETS	2018	2017
Current assets		
Cash and cash equivalents	\$ 701,588	\$ 176,976
Restricted cash	39,522,579	5,976,043
Operating reserve	2,351,610	2,314,000
Resident accounts receivable	25,832	-
Resident promissory notes receivable	4,811,380	-
Due from ELSC	7,514	-
Other current assets	64,656	854,584
Total current assets	<u>47,485,159</u>	<u>9,321,603</u>
Long-term assets		
Property, plant and equipment, net	112,493,341	77,995,617
Intangible assets	2,103,559	-
Total long-term assets	<u>114,596,900</u>	<u>77,995,617</u>
Total assets	<u>\$ 162,082,059</u>	<u>\$ 87,317,220</u>
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities		
Accounts payable	\$ 6,439,897	\$ 8,310,799
Accrued expenses	484,893	114,557
Resident refunds payable	206,100	-
Due to ELM, net	13,570	291,538
Due to ELD	201,515	262,520
Total current liabilities	<u>7,345,975</u>	<u>8,979,414</u>
Long-term liabilities		
Advance deposits	2,178,500	4,963,200
Resident entrance fees, net	51,873,070	-
Total long-term liabilities	<u>54,051,570</u>	<u>4,963,200</u>
Total liabilities	<u>61,397,545</u>	<u>13,942,614</u>
Member's equity	<u>100,684,514</u>	<u>73,374,606</u>
Total liabilities and member's equity	<u>\$ 162,082,059</u>	<u>\$ 87,317,220</u>

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

Windsor Run, LLC

Statements of Operations and Changes in Member's Equity

for the years ended December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Revenue:		
Resident occupancy revenue	\$ 2,619,714	\$ -
Ancillary fees	594,343	-
Amortization of resident entrance fees	296,330	-
Other income	82,472	600
Total revenue	<u>3,592,859</u>	<u>600</u>
Expenses:		
Salaries, wages and benefits	3,786,420	1,142,395
Professional and contracted services	3,223,276	2,022,097
Supplies	301,548	35,562
Dietary and other supplies	241,036	2,772
Building grounds and maintenance	156,564	1,412
Utilities	194,226	16,026
Administrative and other	527,609	243,457
Management fees	130,550	-
Resident relations	29,374	1,374
Insurance	26,564	694
Real estate taxes	373,491	87,525
Depreciation	2,230,428	217,336
Total expenses	<u>11,221,086</u>	<u>3,770,650</u>
Operating loss	<u>(7,628,227)</u>	<u>(3,770,050)</u>
Non-operating income:		
Interest income	352,323	12,926
Non-operating income	<u>352,323</u>	<u>12,926</u>
Net loss	(7,275,904)	(3,757,124)
Member's equity, beginning	73,374,606	24,595,730
Contributions from member	46,106,500	52,771,000
Distributions to member	<u>(11,520,688)</u>	<u>(235,000)</u>
Member's equity, ending	<u>\$ 100,684,514</u>	<u>\$ 73,374,606</u>

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

Windsor Run, LLC
Statements of Cash Flows

for the years ended December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities:		
Net loss	\$ (7,275,904)	\$ (3,757,124)
Adjustments to reconcile net loss to net cash and cash equivalents provided by (used in) operating activities		
Depreciation	2,230,428	217,336
Amortization of resident entrance fees	(296,330)	-
Increase in resident accounts receivable	(25,832)	-
Decrease (increase) in other current assets	789,928	(854,584)
Increase in non-refundable entrance fees	5,237,550	-
Increase in accounts payable and accrued expenses	327,308	243,095
Increase in due from ELSC	(7,514)	-
(Decrease) increase in due to ELM	(277,968)	246,683
(Decrease) increase in due to ELD	(61,005)	113,590
Net cash and cash equivalents provided by (used in) operating activities	<u>640,661</u>	<u>(3,791,004)</u>
Cash flows from investing activities:		
Increase in restricted cash	(33,546,536)	(4,624,289)
Increase in operating reserve	(37,610)	(2,314,000)
Purchase of intangible assets	(2,103,559)	-
Purchase of property, plant and equipment	(38,556,026)	(46,568,860)
Net cash and cash equivalents used in investing activities	<u>(74,243,731)</u>	<u>(53,507,149)</u>
Cash flows from financing activities:		
Proceeds from resident promissory notes	3,496,535	-
Increase in resident refunds payable	206,100	-
Proceeds from refundable resident entrance fees	38,623,935	-
(Decrease) increase in advance deposits	(2,784,700)	4,597,200
Contributions from member	46,106,500	52,771,000
Distributions to member	(11,520,688)	(235,000)
Net cash and cash equivalents provided by financing activities	<u>74,127,682</u>	<u>57,133,200</u>
Increase (decrease) in cash and cash equivalents	524,612	(164,953)
Cash and cash equivalents, beginning of year	<u>176,976</u>	<u>341,929</u>
Cash and cash equivalents, end of year	<u>\$ 701,588</u>	<u>\$ 176,976</u>
Supplemental disclosures of cash flow information and non-cash financing activities:		
Acquisitions of property, plant and equipment financed through accounts payable and accrued expenses	<u>\$ 6,209,673</u>	<u>\$ 8,037,547</u>
Resident promissory notes issued in lieu of cash for resident entrance fees	<u>\$ 8,307,915</u>	<u>\$ -</u>

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

Windsor Run, LLC

Notes to Financial Statements

1. Organization

Windsor Run, LLC (the “Company”), is a Maryland limited liability company, originally formed on April 9, 2014, as ELP Matthews, LLC, to own, acquire and develop certain real property. The Company commenced operations as a continuing care retirement community in Matthews, North Carolina during calendar year 2018 and reports financial results based on a calendar year end. The Company is currently expected to include 426 independent living units in neighborhood one, 36 assisted living units and 36 skilled nursing units (including 18 memory care units). As of December 31, 2018, there were 162 units occupied of the available 217 independent living units.

The Company is a wholly owned subsidiary of Erickson Living Properties II, LLC (“ELP II”), whose purpose is to develop and lease continuing care retirement communities (“CCRCs”). ELP II is a wholly owned subsidiary of Erickson Living Holdings, LLC (“ELH”), whose purpose is to develop, manage and lease CCRCs. Erickson Living Properties, LLC (“ELP”) is a wholly owned subsidiary of ELH, whose purpose is to develop and lease CCRCs. Erickson Living Senior Care, LLC (“ELSC”), a wholly owned subsidiary of ELH, was formed to manage Health Care delivery systems that support the CCRCs and to provides physician practice management services and medical management services to CCRCs. These financial statements present the operations of the Company for the years ended December 31, 2018 and 2017.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents

Cash and cash equivalents consist of short-term, highly liquid investments that are readily convertible to known amounts of cash and have original maturities of three months or less.

Pooled Accounts

Prior to the commencement of operations, the Company participated in a pooled cash account with ELP and ELP II. Cash receipts and cash disbursements of the Company, along with other ELP and ELP II related parties’ cash receipts and cash disbursements, are deposited and disbursed through one bank account. During 2017, the Company’s allocable portion of the pooled cash account fluctuated daily based on the Company’s respective daily activity within the account. As of December 31, 2018 and 2017, the Company’s allocable share of the pooled cash account was \$-0- and \$176,976, respectively. The Company opened a separate account in October 2017 and was no longer a participant in the pooled account effective January 1, 2018.

Concentration of Credit Risk

Financial instruments that subject the Company to concentrations of credit risk consist of cash and cash equivalents. The Company maintains its cash and cash equivalents in financial institutions that are federally insured under the Federal Deposit Insurance Corporation (“FDIC”). Total deposits at these institutions at times exceed the FDIC insurance limits and therefore, bear the risk of loss. The Company has not experienced any losses to date, and believes it is not exposed to any significant credit risk related to cash.

Restricted Cash/Letters of Credit

Restricted cash consists of advance deposits received from prospective residents to reserve units in the buildings under construction, certificates of deposit purchased as collateral for letters of credit and funds deposited with the State of North Carolina Department of Insurance. The total amount of letters of credit issued by the Company is \$904,000 as of December 31, 2018 and 2017.

Windsor Run, LLC

Notes to Financial Statements

Resident Promissory Notes Receivable

Resident promissory notes receivable consist of short-term receivables from residents related to payment of the final installment of their entrance fee. Often, there is a timing difference between when the sale of a prospective resident's home will be finalized, and the due date of the final installment on their resident entrance fee. In these cases, a short-term promissory note is issued by the resident. If the resident pays the note on or before the agreed upon due date, no interest is charged. If the resident does not pay the note by the agreed upon due date, interest may be charged from the day the note was issued, through the date of payment. Promissory notes receivable were \$4,811,380 and \$-0- as of December 31, 2018 and 2017, respectively.

Resident Accounts Receivable

The accounts receivable are comprised of billed occupancy and ancillary charges that are still outstanding. The Company writes off uncollectible accounts receivable after all collection efforts have been exhausted and management determines they will not be collected. The Company determined that its resident receivables are fully collectible and, therefore, no allowance was recorded for the years ended December 31, 2018 and 2017.

Due From ELSC

The amount due from ELSC is related to the reimbursement of expenses to the Erickson Health center on the campus of the Company.

Operating Reserve

The North Carolina Department of Insurance requires a CCRC to maintain an operating reserve equal to 50% of the total operating costs, less depreciation and amortization, of the facility for the 12-month period following the period covered by the most recent disclosure statement filed with the Department. As of December 31, 2018, the Company has placed \$2,351,610 in a reserve account for this requirement. The calculation of the operating reserve is as follows:

Total operating costs per financial projection	\$ 15,083,000
Less:	
Depreciation	(3,230,000)
Amortization	(448,000)
Operating expense base for calculation	<u>11,405,000</u>
Required percentage	50%
Estimated reserve at December 31, 2018	<u>\$ 5,702,500</u>

The Company is currently in process of reviewing the methodology for the calculation of the required operating reserve considering the full buildout of the community (900 units) with the North Carolina Department of Insurance. When the methodology is agreed upon, any required additional amount will be funded. The Department of Insurance has also agreed to the use of a surety bond to cover this reserve requirement. The Company intends to purchase a surety bond during the year ending on December 31, 2019.

Per the North Carolina statute, an operating reserve shall only be released upon the submittal of a detailed request from the provider or facility and must be approved by the Commissioner. Such requests must be submitted in writing for the Commissioner to review at least 10 business days prior to the date of withdrawal.

Compensated Absences

The Company records a liability for amounts due to employees for future absences that are attributable to services performed in the current and prior periods, which is included in accrued expenses on the balance sheet.

Windsor Run, LLC

Notes to Financial Statements

Employee Health Plan

The Company participates in a self-funded employee health plan. A specific stop loss policy has been purchased to reduce a portion of the plan risk. The specific stop loss reimbursement policy covers medical and prescription drug claims totaling more than \$450,000 per member per calendar year. Symetra Life Insurance Company, provides the excess coverage and reimburses the plan for amounts over the specific stop loss deductible/retention. The liability for health claims is included in accrued expenses on the balance sheet.

The Company also has a self-funded employee dental plan, and the liability for future claims is also included in accrued expenses on the balance sheet.

Professional and General Liability Insurance

The Company participates in a high deductible/retention professional and general liability insurance plan. For the years ended December 31, 2018 and 2017, the Company plan has a \$1,000,000 deductible/retention with a \$3,000,000 professional and general liability aggregate. Continental Casualty Company provides the excess coverage. The liability for the anticipated payment for future professional and general liability was \$9,699 at December 31, 2018, and is included in accrued expenses on the balance sheet. During the year ended December 31, 2017, the expenses for the anticipated payment for future professional and general liability claims were incurred and allocated to the Company from Erickson Living Management, LLC ("ELM") through the central services agreement (Note 8).

Workers' Compensation

The Company's workers' compensation coverage is provided by an A++ rated insurance carrier. The Company participates in a pooled commercial workers' compensation policy with other affiliated entities of the member. The policy has a deductible/retention per occurrence of \$1,000,000. Premiums paid, net of administrative expenses on the policy, are applied against policy claims. The policy term extends from November to November of each year, and premiums are paid by ELM. The expenses for workers' compensation liability claims are incurred and allocated to the Company from ELM through the central services agreement (Note 8).

Intangible Assets

During 2018, the Company acquired the bed licenses required by the state of North Carolina and obtained the required Certificate of Need (CON) to operate the planned care center at the community. The cost to acquire the required licenses and the CON were recorded as an intangible asset. The licenses do not expire and are transferable, thus they were assessed to have an indefinite life and are not subject to amortization. The cost to obtain these bed licenses in 2018 was \$2,103,559.

Property, Plant and Equipment

Property, plant and equipment are recorded at cost and are depreciated using the straight-line method over the estimated useful lives of the individual items, as shown below:

Buildings	40 years
Land improvements	15 years
Furniture, fixtures and equipment	3 to 15 years

Construction in progress includes the direct and indirect costs associated with the acquisition, development and construction of specific real estate development projects.

Gains or losses on the disposition of property, plant and equipment are reported at the time of the disposition.

Windsor Run, LLC

Notes to Financial Statements

Valuation of Long-Lived Assets

The Company accounts for the valuation of long-lived assets under the guidance for *Accounting for the Impairment or Disposal of Long-Lived Assets*. This guidance requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of the long-lived asset is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. Assets to be disposed of are reportable at the lower of the carrying amount or fair value, less costs to sell.

Revenue Recognition

Resident occupancy revenues are generated from fees that residents pay for their monthly occupancy and are recorded in the period of the related occupancy. Departmental revenues are included in ancillary fees and consist primarily of maintenance and housekeeping fees and sales in the dining areas and convenience stores and are recorded in the period in which the related services are delivered.

Income Taxes

The Company is a single member limited liability company and has elected to be disregarded for all federal and state income tax purposes and generally is not subject to federal and state income taxes. Accordingly, income taxes are not provided for in the accompanying financial statements, since taxable income is reported by the individual member. Management has evaluated the Company's tax positions and has concluded that the Company has taken no uncertain tax positions that would require disclosure.

Financial Instruments

The Company's financial instruments, including cash and cash equivalents, restricted cash, other current assets, accounts and other receivables, accounts payable, accrued expenses, advance deposits, due to ELM, net, due from ELSC and due to ELD are carried at cost, which approximates their fair value because of the short-term nature of these instruments.

Management Estimates

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

Advertising

Advertising costs are charged to operations when incurred. Advertising expense of \$3,048,648 and \$2,798,781 was recorded for the years ended December 31, 2018 and 2017, respectively.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August 2015, the FASB issued ASU 2015-14, which defers the effective date of ASU 2014-09 one year making it effective for annual reporting periods beginning after December 15, 2018. The Company has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on its financial statements.

Windsor Run, LLC

Notes to Financial Statements

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*, requiring that a statement of cash flows explain the change during the period in the total of cash, cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. As a result, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The updated standard will be effective for annual reporting periods beginning after December 15, 2018. The Company has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on its financial statements.

Reclassification

Certain 2017 amounts were reclassified to conform to 2018 presentation. These reclassifications had no effect on the previously reported member's equity or net loss.

Subsequent Events

The Company has evaluated subsequent events through April 26, 2019, the date which the financial statements were available to be issued.

3. Property, Plant and Equipment

As of December 31, property, plant and equipment consist of the following:

	2018	2017
Land and land improvements	\$ 9,331,145	\$ 8,182,250
Buildings	72,582,211	2,000,031
Furniture, fixtures and equipment	5,728,681	551,539
Construction in progress	27,382,991	67,643,015
	<u>115,025,028</u>	<u>78,376,835</u>
Accumulated depreciation	(2,531,687)	(381,218)
Property, plant and equipment, net	<u>\$ 112,493,341</u>	<u>\$ 77,995,617</u>

Depreciation expense of \$2,230,428 and \$217,336 was recorded for the years ended December 31, 2018 and 2017, respectively.

Disposals of fixed assets totaled \$79,959 and \$-0- for the years ended December 31, 2018 and 2017, respectively.

4. Restricted Cash, Advance Deposits and Resident Entrance Fees

Residents are required to remit entrance fees, which may vary in amount depending upon the unit to be occupied. Prospective residents are required to make certain installment payments prior to the final settlement of the given unit. These amounts are included in restricted cash and advance deposits on the balance sheet. Timing differences may cause restricted cash not to be equal to advance deposits.

Entrance fees on settled units are shown as resident entrance fees on the balance sheet and are reported net of amortization.

Windsor Run, LLC

Notes to Financial Statements

The currently offered Residence and Care Agreements (RCA) provide for a refundable amount of 90% of the total entrance fee and a 10% non-refundable portion (“90% contracts”). Eligibility for a refund under the 90% contracts is established when the RCA has terminated, the unit has been vacated and released, all outstanding obligations have been paid and funds are available in the Refund Account. The Refund Account is funded from new residents who have settled an independent living unit with a new 90% contract. The refunds are made in sequential order, based on when a former resident has met eligibility for a refund and funds are available in the Refund Account. The refund on these units is not tied to the resettlement of the former resident’s specific unit. Once these requirements have been met, the refund is due to the resident within 60 days. For the 90% contracts, when the unit is released, the amount of the fully refundable portion of the resident entrance fee is reclassified from resident entrance fees, a non-current liability, to resident refunds payable, a current liability on the balance sheet.

The 10% non-refundable portion is treated as deferred revenue and amortized into revenue on a straight-line basis over an 8.5 year period, which approximates the estimated average length of time a resident resides at the community based on community and industry data. Amortization of resident entrance fees is included in revenue on the statements of operations and changes in member’s equity. The amount of amortization related to the 10% non-refundable portion of the deposit was \$296,330 and \$-0- for the years ended December 31, 2018 and 2017, respectively, and is included in amortization of resident entrance fees on the statements of operations and changes in member’s equity. Accumulated amortization on non-refundable entrance fees was \$296,330 and \$-0-, for the years ended December 31, 2018 and 2017, respectively.

5. Line of Credit

On March 17, 2017, ELH closed on a new \$250 million credit facility with Bank of America as the lead lender of a syndicate of banks. This credit facility replaced the expiring credit facility with PNC bank. This credit facility is expected to provide sufficient capital to ELH, when combined with expected community loan advances from initial entrance fees along with other sources of cash flow, to fund building and land acquisition growth plans. The maximum availability on this facility is limited to a multiple of ELH’s operating cash flows (adjusted EBITDA, as defined in the credit agreement), or the size of the facility, whichever is less. The facility provides for a draw period of four years, with ELH’s option to extend for one additional year. Draws on the line of credit will bear interest at varying LIBOR rates (based on the duration of the draw) plus a varying spread (based on outstanding loan to EBITDA). Five subsidiaries of ELP have granted mortgages on properties each owns as collateral support for the credit facility. Furthermore, all ELH subsidiaries are guarantors of the credit facility. The agreement was amended on December 14, 2018, to increase the amount available under the credit facility to \$400 million. Borrowings under the credit facility were \$243,000,000 and \$154,000,000 as of December 31, 2018 and 2017, respectively.

The new Credit Agreement also contains certain restrictive covenants on ELH that are customary for similar credit arrangements. For example, the Credit Agreement contains covenants relating to financial reporting and notification, compliance with laws, preserving existence, maintenance of books and records, how ELH may use proceeds from borrowings, and maintenance of properties and insurance. In addition, the Credit Agreement includes covenants that limit ELH’s ability to incur additional debt, make certain investments, enter into transactions with affiliates, grant or permit liens, sell assets, enter into sale and leaseback transactions, and consolidate, merge or sell all or substantially all of ELH’s assets. There are also financial performance covenants that require ELH to maintain a minimum adjusted EBITDA as defined in the credit agreement, minimum liquidity and minimum occupancy percentages.

6. Management and Marketing Agreement

The Company and ELM entered into a Management and Marketing Agreement, whereby ELM will provide management and marketing services to the Company during the term of this agreement which expires on December 31, 2024. The agreement provides for the Company to pay ELM a monthly management fee of 5% of facility revenue. Other corporate services as required by the Company are also reimbursed to ELM as defined in the management agreement. Total management fees were \$130,550 and \$-0- for the years ended December 31, 2018 and 2017, respectively.

Windsor Run, LLC

Notes to Financial Statements

The direct and shared costs allocated to the Company by ELM for the years ended December 31, 2018 and 2017, were \$2,229,385 and \$1,624,822, respectively, and are included in professional and contracted services and salaries, wages and benefits on the statements of operations and changes in member's equity. Direct costs include salaries and benefits for management personnel and the use of services such as finance, legal, human resources, information systems and operations.

7. Defined Contribution Plan

The Company's employees, meeting certain requirements, are eligible to participate in a defined contribution plan maintained by a company related through common ownership. The Company will match 100% of the first five hundred dollars of the employee contribution, and 50% of the next five hundred dollars for a maximum of seven hundred fifty dollars for corporate employees or 100% of the first 3% of the employee contribution for employees at the community. The Company made matching contributions of \$4,720 and \$3,750 for the years ended December 31, 2018 and 2017, respectively, which are included in salaries, wages and benefits on the statements of operations and changes in member's equity.

8. Related Party Transactions

The Company has an informal central services agreement with ELM. The central services agreement allows for allocation of general and administrative expenses for all companies under common ownership, and CCRC entities for which ELM provides management services. The Company's parent company ELP II and ELM have a common parent, therefore qualify as related parties. During the years ended December 31, 2018 and 2017, the Company incurred expenses of \$1,185,730 and \$756,372, respectively, related to the central services agreement and is included in the direct and shared costs in Note 6. During the years ended December 31, 2018 and 2017, the Company also made payments of \$1,313,634 and \$715,319, respectively, related to the central services agreement.

In 2016, the Company entered into an informal agreement with Erickson Living Development, LLC ("ELD") to pay for certain development services provided by employees of ELD. The Company's parent company, ELP II, and ELD have a common parent, therefore qualifying as related parties. The agreement allows for ELD to collect a 5% development fee on hard and soft construction costs incurred by the Company. The development fee totaled \$1,558,110 and \$2,304,226 during the years ended December 31, 2018 and 2017, respectively, and is capitalized as part of ongoing construction costs. During the years ended December 31, 2018 and 2017, the Company made payments of \$1,619,115 and \$2,190,636, respectively, related to the development fee agreement.

The amounts due to ELM, net, due to ELD, and due from ELSC on the accompanying balance sheets are comprised of the following items as of December 31:

	<u>2018</u>	<u>2017</u>
Receivable from (payable to) ELM, net, ELD and ELSC:		
General reimbursement	\$ (141,474)	\$ (291,538)
Central services	127,904	-
Total payable to ELM, net	<u>\$ (13,570)</u>	<u>\$ (291,538)</u>
Payable to ELD	<u>\$ (201,515)</u>	<u>\$ (262,520)</u>
Due from ELSC	<u>\$ 7,514</u>	<u>\$ -</u>

9. Commitments

As of December 31, 2018, the Company is committed under several construction related contracts. Commitments for the portions of the contracts not completed or billed for as of December 31, 2018, was \$5,577,766.

EXHIBIT 4

FINANCIAL FORECAST

Summary:

Exhibit Four shows the 5 year forecast for income statements, including assumptions, for the Provider.

Windsor Run, LLC
Financial Projection
Ten Years Ending December 31, 2028

(with Independent Accountants' Compilation Report thereon)

Windsor Run, LLC

Compilation of Financial Projection

Ten Years Ending December 31, 2028

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Independent Accountants' Compilation Report

Windsor Run, LLC
Matthews, North Carolina

Management of Windsor Run, LLC (the "Company") and Erickson Living Management, LLC (collectively referred to as "Management") is responsible for the accompanying financial projection of the Company, which comprises the projected balance sheets as of and for each of the ten years ending December 31, 2028 and the related projected statements of operations, changes in member's equity and cash flows for each of the years then ending, and the related summaries of significant assumptions and accounting policies in accordance with guidelines for the presentation of a financial projection established by the American Institute of Certified Public Accountants ("AICPA").

The Company is planning to expand the Company's existing retirement community with the construction of 113 independent living units and 36 continuing care beds (housed in 24 units) to include 26 skilled nursing beds and 10 assisted living beds (the "2019 Project"). Construction of the 2019 Project units are expected to commence in August 2019 with completion of and move-in to begin in January 2021. An additional 469 independent living units and remaining portions of the health center to include 69 multi-unit assisted housing with services units (92 beds) and 24 memory care units (36 beds) are planned for construction and move-in between 2020 through 2027, to be built in five phases for a total of 900 independent living units upon completion and 117 continuing care units over three phases.

The accompanying projection and this report were prepared to comply with the annual Disclosure Statement requirements of North Carolina General Statutes, Chapter 58, Article 64 and Title 11 of the North Carolina Administrative Code ("NCAC") in association with Step #2 filing requirements detailed in 11 NCAC 11H and should not be used for any other purpose.

We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services Committee of the AICPA. We did not examine or review the financial projection 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, or provide any form of assurance on this financial projection. Furthermore, even if the following hypothetical assumptions (the "Hypothetical Assumptions") occur during the projection period:

- Construction, development, marketing and other related costs for the phased projects occur in the assumed timeline and at the assumed costs; and
- The phased project units are successfully marketed and occupied at the assumed occupancy levels.

There will usually be differences between the prospective 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.

Dixon Hughes Goodman LLP

Atlanta, Georgia
May 30, 2019

Windsor Run, LLC
Projected Statements of Operations and Changes in Member's Equity
For the Years Ending December 31,
(In Thousands)

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenues										
Amortization of Entrance Fees	\$ 770	\$ 1,281	\$ 1,723	\$ 2,285	\$ 3,054	\$ 3,972	\$ 4,946	\$ 5,991	\$ 6,920	\$ 7,327
Independent living	7,450	10,454	13,265	16,604	20,395	24,561	28,960	33,599	37,312	38,600
Continuing care:										
Skilled nursing	-	-	1,534	2,382	2,454	2,527	2,603	2,682	4,324	4,454
Assisted living	-	-	468	1,807	5,440	6,081	6,263	6,450	5,788	5,961
Memory care	-	-	-	-	-	-	-	-	2,274	4,311
Ancillary fees and other income	708	993	1,300	1,661	2,096	2,505	2,928	3,375	3,793	3,962
Total revenues, gains, and other support	\$ 8,928	\$ 12,728	\$ 18,290	\$ 24,739	\$ 33,439	\$ 39,646	\$ 45,700	\$ 52,097	\$ 60,411	\$ 64,615
Expenses										
Salaries, wages and benefits	4,331	5,128	7,409	9,018	10,768	12,260	13,364	14,474	17,028	18,018
Professional and contracted services	1,473	2,057	2,727	3,563	4,582	5,448	6,300	7,212	8,070	8,436
Supplies	153	197	299	435	587	652	708	765	873	922
Dietary and other supplies	556	763	1,062	1,439	1,943	2,268	2,569	2,888	3,248	3,430
Building grounds and maintenance	388	528	684	864	1,091	1,286	1,478	1,680	1,862	1,945
Utilities	556	726	971	1,264	1,574	1,794	2,004	2,222	2,472	2,576
Administrative and other	2,733	2,827	3,576	4,014	4,547	4,473	3,166	5,134	3,296	3,421
Management and Marketing Fees	408	572	828	1,123	1,520	1,784	2,038	2,306	2,675	2,864
Resident relations	68	86	108	129	150	168	186	202	219	226
Insurance	122	151	192	232	271	298	325	350	378	390
Real estate taxes	661	822	1,226	1,647	2,144	2,622	3,100	3,607	3,941	4,059
Depreciation	3,568	4,028	4,347	6,592	7,892	8,557	9,563	10,877	11,490	11,666
Total Expenses	15,017	17,885	23,429	30,320	37,069	41,610	44,801	51,717	55,552	57,953
Operating income (loss)	(6,089)	(5,157)	(5,139)	(5,581)	(3,630)	(1,964)	899	380	4,859	6,662
Non-operating income:										
Investment income	35	44	54	64	76	88	95	112	114	118
Net income (loss)	(6,054)	(5,113)	(5,085)	(5,517)	(3,554)	(1,876)	994	492	4,973	6,780
Member's equity, beginning of year	100,685	58,816	74,651	88,107	100,044	103,852	104,129	97,170	68,949	51,069
Contributions from member	1,765	20,948	18,615	17,454	8,845	4,290	199	5,773	-	-
Distributions to member	(37,580)	-	(74)	-	(1,483)	(2,137)	(8,152)	(34,486)	(22,853)	(12,405)
Member's equity, end of year	\$ 58,816	\$ 74,651	\$ 88,107	\$ 100,044	\$ 103,852	\$ 104,129	\$ 97,170	\$ 68,949	\$ 51,069	\$ 45,444

See accompanying Summary of Significant Projection Assumptions and Accounting Policies and Independent Accountants' Compilation Report

Windsor Run, LLC
Projected Statements of Cash Flows
For the Years Ending December 31,
(In Thousands)

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Cash flows from operating activities										
Net income (loss)	\$ (6,054)	\$ (5,113)	\$ (5,085)	\$ (5,517)	\$ (3,554)	\$ (1,876)	\$ 994	\$ 492	\$ 4,973	\$ 6,780
Adjustments to reconcile change in net income cash provided by operating activities:										
Depreciation	3,568	4,028	4,347	6,592	7,892	8,557	9,563	10,877	11,490	11,666
Amortization of entrance fees	(770)	(1,281)	(1,723)	(2,285)	(3,054)	(3,972)	(4,946)	(5,991)	(6,920)	(7,327)
Entrance fees received-attrition (non-refundable)	39	104	150	290	483	759	1,077	1,464	1,873	2,252
Changes in current assets and current liabilities	(4,944)	2,387	1,027	(523)	254	(15)	(435)	(1,636)	(1,104)	134
Net cash provided by operating activities	\$ (8,161)	\$ 125	\$ (1,284)	\$ (1,443)	\$ 2,021	\$ 3,453	\$ 6,253	\$ 5,206	\$ 10,312	\$ 13,505
Cash flows from investing activities										
Construction costs	(12,662)	(35,153)	(43,369)	(36,581)	(36,786)	(35,129)	(30,758)	(11,598)	-	-
Routine capital additions	(101)	(1,175)	(1,419)	(1,648)	(2,584)	(3,206)	(3,833)	(4,458)	(5,157)	(5,576)
Change in assets whose use is limited	36,520	(4,041)	(793)	(1,459)	(1,070)	(650)	(459)	1,805	(556)	(337)
Net cash provided by (used in) investing activities	23,757	(40,369)	(45,581)	(39,688)	(40,440)	(38,985)	(35,050)	(14,251)	(5,713)	(5,913)
Cash flows from financing activities										
Initial Entrance Fees received	26,588	20,085	32,606	24,421	31,862	32,818	33,802	34,816	12,458	-
Entrance Fees received-attrition (refundable)	1,604	3,056	4,113	6,041	8,199	10,877	13,875	17,421	21,014	23,752
Entrance Fees refunded	(1,440)	(2,658)	(3,483)	(5,010)	(6,698)	(8,760)	(11,048)	(13,762)	(16,517)	(18,498)
Member contributions (withdrawals), net	(35,815)	20,948	18,541	17,454	7,362	2,153	(7,953)	(28,713)	(22,853)	(12,405)
Decrease in advance deposits	(1,173)	-	-	-	-	-	-	-	-	-
Net cash provided by (used in) financing activities	(10,236)	41,411	51,777	42,906	40,725	37,088	28,676	9,762	(5,898)	(7,151)
Change in cash and cash equivalents	\$ 5,360	\$ 1,167	\$ 4,912	\$ 1,775	\$ 2,306	\$ 1,556	\$ (121)	\$ 717	\$ (1,299)	\$ 441
Cash and cash equivalents - beginning of year	702	6,062	7,229	12,141	13,916	16,222	17,778	17,657	18,374	17,075
Cash and cash equivalents - end of year	\$ 6,062	\$ 7,229	\$ 12,141	\$ 13,916	\$ 16,222	\$ 17,778	\$ 17,657	\$ 18,374	\$ 17,075	\$ 17,516

See accompanying Summary of Significant Projection Assumptions and Accounting Policies and
Independent Accountants' Compilation Report

Windsor Run, LLC
Projected Balance Sheets
For the Years Ending December 31,
(In Thousands)

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Assets										
Current Assets										
Cash and cash equivalents	\$ 6,062	\$ 7,229	\$ 12,141	\$ 13,916	\$ 16,222	\$ 17,778	\$ 17,657	\$ 18,374	\$ 17,075	\$ 17,516
Accounts receivable, net	260	321	510	678	860	990	1,128	1,273	1,457	1,500
Resident promissory note receivable	4,811	4,811	4,811	4,811	4,811	4,811	4,811	4,811	4,811	4,811
Prepaid expenses and other current assets	96	101	151	221	269	317	363	414	447	460
Total Current Assets	11,229	12,462	17,613	19,626	22,162	23,896	23,959	24,872	23,790	24,287
Assets limited as to use										
Entrance fee escrow	885	3,619	3,251	3,348	3,449	3,552	2,611	-	-	-
Operating reserve	3,464	4,771	5,932	7,294	8,263	8,810	10,210	11,016	11,572	11,909
Restricted funds	1,006	1,006	1,006	1,006	1,006	1,006	1,006	1,006	1,006	1,006
Total assets limited as to use	5,355	9,396	10,189	11,648	12,718	13,368	13,827	12,022	12,578	12,915
Property and equipment	127,788	164,116	208,904	247,133	286,503	324,838	359,429	375,485	380,642	386,218
Less: accumulated depreciation	(6,100)	(10,128)	(14,475)	(21,067)	(28,959)	(37,516)	(47,079)	(57,956)	(69,446)	(81,112)
Property and equipment, net	121,688	153,988	194,429	226,066	257,544	287,322	312,350	317,529	311,196	305,106
Intangible assets	2,104	2,104	2,104	2,104	2,104	2,104	2,104	2,104	2,104	2,104
Total assets	\$ 140,376	\$ 177,950	\$ 224,335	\$ 259,444	\$ 294,528	\$ 326,690	\$ 352,240	\$ 356,527	\$ 349,668	\$ 344,412

See accompanying Summary of Significant Projection Assumptions and Accounting Policies and
Independent Accountants' Compilation Report

Windsor Run, LLC
Projected Balance Sheets (continued)
For the Years Ending December 31,
(In Thousands)

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Liabilities and Net Assets										
Current liabilities										
Accounts payable	\$ 408	\$ 494	\$ 680	\$ 845	\$ 1,039	\$ 1,177	\$ 1,255	\$ 1,455	\$ 1,569	\$ 1,649
Construction payable	1,266	3,515	4,337	3,658	3,679	3,513	3,076	1,160	-	-
Accrued expenses	565	683	941	1,170	1,439	1,630	1,738	2,014	2,173	2,283
Other current liabilities	215	215	215	215	215	215	215	215	215	215
Advance deposits (presale)	1,006	1,006	1,006	1,006	1,006	1,006	1,006	1,006	1,006	1,006
Resident refunds payable	206	206	206	206	206	206	206	206	206	206
Total current liabilities	3,666	6,119	7,385	7,100	7,584	7,747	7,496	6,056	5,169	5,359
Refundable entrance fees	69,826	85,681	111,470	131,091	156,823	183,673	211,719	241,056	253,394	256,427
Deferred revenue from entrance fees	8,068	11,499	17,373	21,209	26,269	31,141	35,855	40,466	40,036	37,182
Total liabilities	81,560	103,299	136,228	159,400	190,676	222,561	255,070	287,578	298,599	298,968
Member's equity	58,816	74,651	88,107	100,044	103,852	104,129	97,170	68,949	51,069	45,444
Total liabilities and net assets	\$ 140,376	\$ 177,950	\$ 224,335	\$ 259,444	\$ 294,528	\$ 326,690	\$ 352,240	\$ 356,527	\$ 349,668	\$ 344,412

See accompanying Summary of Significant Projection Assumptions and Accounting Policies and
Independent Accountants' Compilation Report

Windsor Run, LLC

Summary of Significant Projection Assumptions and Accounting Policies

For Each of the Ten Years Ending December 31, 2028

Basis of Presentation

The accompanying financial projection presents, to the best of the knowledge and belief of management of Windsor Run, LLC (the “Company”) and Erickson Living Management, LLC (collectively referred to as “Management”), the expected financial position, results of operations, and cash flows of the Company as of and for each of the ten years ending December 31, 2028. Accordingly, the accompanying projection reflects Management’s judgment as of May 30, 2019, the date of this projection, based on present circumstances and the expected course of action during the projection period assuming the hypothetical assumptions defined below. The assumptions disclosed herein are those that Management believes are significant to the projection.

Management’s purpose in releasing this financial projection is for inclusion in the Company’s annual disclosure statement in accordance with Chapter 58, Article 64, of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code (“NCAC”) in association with Step #2 filing requirements detailed in 11 NCAC 11H and this report should not be used for any other purpose.

We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services Committee of the AICPA. We did not examine or review the financial projection 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, or provide any form of assurance on this financial projection. Furthermore, even if the following hypothetical assumptions (the “Hypothetical Assumptions”) occur during the projection period,

- Construction, development, marketing and other related costs for the phased projects occur in the assumed timeline and at the assumed costs; and
- The phased project units are successfully marketed and occupied at the assumed occupancy levels.

There will usually be differences between the prospective and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

Description of the Community

The Company, a Maryland limited liability company qualified to do business in North Carolina, was formed to develop and operate a life plan community (“LPC”), known as Windsor Run (the “Community”) on an approximately 106-acre site in Matthews, North Carolina. The Community opened in May 2018 and is licensed by the NCDOL. The Community is managed by Erickson Living Management, LLC (the “Manager”). The Manager was formed in 2009 and currently manages 19 communities in 11 states (including the Community). Erickson Living Properties II, LLC is the sole member of the Company and is wholly owned by Erickson Living Holdings, LLC, a Maryland limited liability company (collectively defined as the “Parent”).

The Community offers a fee-for-service or “Type C” contract in which residents transferring through the continuum of care receive priority access into the health care services on campus. The entrance fees at the Community are offered under either a 90 percent refundable or a fully declining refund contracts. For the purpose of the projection, Management assumes 20 percent of entrance fee contracts sold to be fully declining refund contracts and the remaining 80 percent to be 90 percent refundable contracts.

See Independent Accountants’ Compilation Report

The independent living component of the Community is built in phases according to demand. Upon full build out, the Community is expected to include 900 independent living units (the "Independent Living Units"). The Community currently consists of 217 independent living units in three buildings (the "Existing ILUs"), which opened for occupancy in May 2018, as well as a community building (the "Community Building"). In addition, the Community currently has one building of 101 independent living units under construction, which are expected to be available for occupancy in August 2019 (the "Phase II ILUs"). The remaining 582 Independent Living Units (subject to demand) are to be constructed over the next 8 years (2019 through 2026) and are referred to as the "Future Phase ILUs".

The Company also plans to build a healthcare neighborhood for the campus to be known as "Continuing Care at Windsor Run" which would include upon full build out 69 multi-unit assisted housing with services units (92 beds) (the "Assisted Living Beds"), 24 memory care units (36 beds) (the "Memory Care Beds") and 24 nursing units (36 beds) (the "Skilled Nursing Beds") upon completion collectively referred to as the "Continuing Care Beds".

The Community Building includes dining options such as a restaurant and café, classrooms, activity spaces, beauty salon, on-site banking services, aquatic and fitness center, and on-site medical center with services provided by both primary care practitioners and sub-specialists.

Below is a summary table of the anticipated full build out of the Community:

Unit/Bed Type	Units	Status
<i>Independent Living Units:</i>		
Existing ILUs	217	In service
Phase II ILUs	101	Near substantial construction completion
Future Phase ILUs	582	Phased construction starting in 2019
Total Independent Living Units	900	
<i>Continuing Care Beds:</i>		
Skilled Nursing Beds/Assisted Living Beds	36	Construction starting in 2019
Assisted Living Beds	92	Construction starting in 2020
Memory Care Beds	36	Construction starting in 2025
Total Continuing Care Beds	164	
Community Total	1,064	

See Independent Accountants' Compilation Report

Existing Community Configuration

The independent living unit configuration, approximate square footages, entrance fees (“Entrance Fees”) and monthly fees (“Monthly Fees”) for the Existing ILUs and Phase II ILUs are summarized in the following table.

Independent Living Unit Type	Existing ILU Unit Count	Phase II ILU Unit Count ⁽¹⁾	Square Footage	90% Refundable Entrance Fee Plan ⁽²⁾⁽³⁾	Monthly Fee ⁽²⁾⁽⁴⁾
<i>One-Bedroom Apartments:</i>					
One-bedroom	14	5	700 - 850	\$197,000 - 245,000	\$2,131 – 2,358
One-bedroom	26	18	851 – 1,000	\$212,000 – 281,000	\$2,131 – 2,358
One-bedroom	21	14	1,001 – 1,150	\$268,000 – 345,000	\$2,466 – 2,565
One-bedroom	6	-	1,151 – 1,300	\$292,000 – 331,000	\$2,642 – 2,890
Total One-Bedroom Apts.	67	37	984	\$245,423	\$2,353
<i>Two-Bedroom Apartments:</i>					
Two-bedroom	50	31	1,001 – 1,150	\$280,000 – 363,000	\$2,466 – 2,595
Two-bedroom	31	4	1,151 – 1,300	\$315,000 – 382,000	\$2,683 – 2,890
Two-bedroom	46	16	1,301 – 1,500	\$364,000 – 480,000	\$2,931 – 3,173
Two-bedroom	14	4	1,501 – 1,700	\$423,000 – 498,000	\$3,256 – 3,452
Two-bedroom	9	9	1,701 – 2,000	\$496,000 – 591,000	\$3,514 – 3,855
Total Two-Bedroom Apts.	150	64	1,305	\$370,435	\$2,914
Total/Weighted Averages	217	101	1,200	\$332,494	\$2,731

Source: Management

- (1) The Phase II ILUs are expected to be available for occupancy in August 2019.
- (2) Entrance Fees and Monthly Fees are effective as of January 1, 2019.
- (3) Entrance Fees for the fully declining refund entrance fee plan range from \$128,000 to \$224,000 for the one-bedroom apartments and range from \$182,000 to \$385,000 for the two-bedroom apartments.
- (4) The second person Monthly Fee is an additional \$836.

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Description of the 2019 Projects and Future Project Schedule

Management is planning the next phase of the Community (the “2019 Projects”) to consist of the construction of 113 additional independent living units (“2019 Independent Living Units”) and the construction of 36 Continuing Care Beds (housed in 24 units) providing for 26 Skilled Nursing Beds and 10 Assisted Living Beds . Management has not commenced marketing the 2019 Independent Living Units nor collected priority deposits. The following tables shows the units and beds configuration of the 2019 Project and future project schedules.

Table 3
The 2019 Project Units / Beds Configuration and Fees

2019 Independent Living Unit Type	Units	Beds	Square Footage	90% Refundable	Monthly Fee ⁽¹⁾
				Entrance Fee Plan ⁽¹⁾⁽²⁾	
One-bedroom	6		700 - 850	\$197,000 – 245,000	\$2,131 – 2,358
One-bedroom	20		851 – 1,000	\$212,000 – 281,000	\$2,131 – 2,358
One-bedroom	51		1,001 – 1,150	\$268,000 – 363,000	\$2,466 – 2,595
Two-bedroom	4		1,151 – 1,300	\$315,000 – 382,000	\$2,658 – 2,890
Two-bedroom	22		1,301 – 1,700	\$364,000 – 498,000	\$2,931 – 3,452
Two-bedroom	10		1,701 – 2,000	\$496,000 – 591,000	\$3,514 – 3,855
Total /Weighted Averages	113		1,200	\$332,494	\$2,731
Second person fee - IL				–	\$836
Continuing Care Beds	24	36	314	–	\$6,057 - 7,515

Source: Management

- (1) Entrance Fees and Monthly Fees shown are in 2019 dollars.
- (2) Entrance Fees for the fully declining refund entrance fee plan range from \$128,000 to \$224,000 for the one-bedroom apartments and range from \$182,000 to \$385,000 for the two-bedroom apartments.
- (3) The 24 total units (36 beds) will be comprised of eight Adult Care Homes units and 16 nursing units; however, all of the beds in the first phase of the Continuing Care Beds will be licensed as skilled nursing home beds but also used for assisted living.

Table 4
Future Project Schedule

Future Project Units	Independent Living Units	Continuing Care Beds	Total
2019 Project	113	36	149
2020 Project	94	-	94
2021 Project	94	-	94
2022 Project	94	92	186
2023 Project	94	-	94
2024 Project	93	-	93
2025 Project	-	36	36
Total Future Project Units	582	164	746
<i>Existing ILUs / Phase II ILUs</i>	<i>318</i>	<i>-</i>	<i>318</i>
Community Total	900	164	1,064

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Management and Marketing Agreement

The Company and the Manager entered into a Management and Marketing Agreement (the "Management and Marketing Agreement"). Under the Management and Marketing Agreement, the Manager is required to provide all management services necessary to operate the Community, including but not limited to, financial management, record and report management, recruitment of personnel, supervision of the day-to-day operations and programs, building maintenance, and marketing of the Community.

As compensation for its performance under the Management and Marketing Agreement, the Company is obligated to pay the Manager a monthly fee equal to five percent (5.0%) of gross revenues of the Community (the "Management and Marketing Fee").

Residence Agreements

Reservation Process

Prospective residents of the Community are able to secure priority selection and/or reserve a specific Independent Living Unit by placing a fully refundable, initial deposit of \$1,000 (the "Priority List Deposit" or "Non-Binding Reservation") and completing a priority list application (the "Priority List Application").

In order to reserve an Independent Living Unit, a prospective resident must execute a residence and care agreement (the "Residence and Care Agreement"), complete a profile application, provide self-disclosure of his or her finances and pay an Entrance Fee which consists of the following:

1. The Priority List Deposit;
2. A \$4,000 reservation deposit (the "Binding Reservation Deposit"), which is fully refundable, due when the prospective Resident reserves a unit type in a particular residential building;
3. A signing deposit, bringing the total to 10 percent of the total Entrance Fee deposit, is due when the Resident signs the Residence and Care Agreement ("Reserved"); and
4. A final deposit, which is the remainder of the Entrance Fee deposit after the prior deposits are paid ("Settled"), due when the Resident takes possession of the Independent Living Unit (the "Occupancy Date").

Residence and Care Agreement

Under the terms of the Residence and Care Agreement, the Company generally accepts as residents ("Resident" or "Residents") those persons at least 62 years of age at the time of occupancy (only one member of a couple must meet this requirement) who are able to care for themselves with limited or no assistance and are able to demonstrate the necessary financial resources to meet the Company's minimum fee requirements. As defined in the Residence and Care Agreement, a Resident is required

to pay an initial Entrance Fee and a Monthly Fee on an on-going basis. Payment of these amounts entitles Residents to occupy and use the residence.

The Independent Living Units

As provided in the Residence and Care Agreement, the Resident is entitled to the use of an Independent Living Unit and the following services and amenities:

- Monthly meal credit which allows for the purchase of one standard meal per day in the calendar month with a declining monetary balance as the credit is used;
- 24-hour security system with safety officers and emergency communications;
- All utilities;
- Basic cable television service;
- Local and long-distance telephone service;
- Wireless internet;
- One reserved parking space;
- On-site fitness center basic membership;
- Campus shuttle transportation;
- Scheduled local transportation;
- Maintenance and insurance of buildings, grounds and equipment;
- Insurance for the Independent Living Unit and all items in such unit, except items owned by the Resident;
- Sewage, trash and snow removal from common areas;
- Use of all public rooms and common areas; and,
- Priority access to the Assisted Living Beds, Memory Care Beds, and Skilled Nursing Beds.

The Resident may purchase additional services for additional fees including, but not limited to, tray service, housekeeping and laundry services, extra meals, guest meals and lodging.

The Assisted Living Beds and Memory Care Beds

The Residence and Care Agreement is also utilized for the Assisted Living Beds and Memory Care Beds which includes the following services: at least three meals per day; fresh linens and personal laundry service; light housekeeping on a weekly basis; 24 hour security system with safety officers and emergency communications; all utilities; local and long-distance telephone service; basic cable television service; on-campus shuttle transportation; scheduled off-campus shuttle transportation; maintenance and insurance of buildings, grounds and equipment; and, use of all public rooms and common areas.

In addition, several care packages are offered in the Assisted Living Beds and Memory Care Beds, but not limited to the following services: provision of supervision, verbal cuing and physical assistance in the performance of activities of daily living (as appropriate for the Resident's designated care package), including ambulation, personal hygiene, dressing, toileting and eating; prescription evaluation and planning; service plan designed by a care team; medication management; regularly schedule registered nurse review and assessment; assistance with incontinence care; regular social work team services related to cognitive, behavioral and safety issues; licensed nurse management of chronic/stable

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conditions on a regular basis. The care services in the Assisted Living Units are through a third-party provider.

Further details regarding the services available for each of Assisted Living Beds and Memory Care Beds, including additional rights and obligations are addressed in the assisted living addendum to the Residence and Care Agreement.

The Skilled Nursing Beds

The Residence and Care Agreement is also utilized for the Skilled Nursing Beds. Services included in the daily fee for the Skilled Nursing Beds are to include: nursing care; prescription evaluation and planning; medication administration; service plan designed by a care team; three meals per day; regularly schedule Registered Nurse review and assessment; medically related social services; fresh linens and personal laundry service; daily housekeeping services; planned recreation and activities; mental health services, as needed; incontinence care; assistance in obtaining dental services; flu shots; frequent involvement of licensed medical personnel to manage chronic conditions; 24 hour security system with safety officers and emergency communications; all utilities; local and long-distance telephone service; basic cable television service; campus shuttle transportation; maintenance and insurance of buildings, grounds and equipment; sewage and trash removal; and, use of all public rooms and common areas.

Entrance Fee Plan

The Company offers two Entrance Fee plans for occupancy of a Residence as follows. According to both Entrance Fee plans, the Entrance Fee is paid upon occupancy. In the event of a cancellation after occupancy, the Entrance Fee refund will be paid within 60 days of the date the Resident becomes eligible for a refund. Refunds of entrance fees for the 90 percent guaranteed refundable plan are projected to be paid in sequential order of the vacancy date for the unit from funds received from the resale of unit(s) for any style of apartment home at the Community, not limited to similar or like units, to a new resident or new residents providing sufficient proceeds for payment of the refund and for which there are no prior claims. Refunds, if any, for the fully declining refund plan are projected to be paid within 90 days of the vacancy date.

Refund Options	Amortization Schedule
“Plan A” – 90% Refund Plan	Upon termination of the Residence and Care Agreement, the Resident is refunded 90 percent of the Entrance Fee paid less any outstanding fees.
“Plan B” – Fully Declining Refund Plan ⁽¹⁾	Upon termination of the Residence and Care Agreement, the Resident is refunded the Entrance Fee paid, less (i) four percent of the Entrance Fee (ii) and less a fee equal to two percent of the Entrance Fee per month for each month following the occupancy date. After 48 months of occupancy, no refund is available.

Source: Management

(1) Approximately 20 percent of the total Entrance Fee contracts sold are assumed to be Plan B contracts.

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Health Care Benefit

If a resident is unable to live independently within the range of the services provided in the Independent Living Unit, as determined by the staff in appropriate consultation with the medical director of the Community and in conjunction with the resident's physician and family, the resident will be transferred to an Assisted Living Bed, Memory Care Bed or a Skilled Nursing Bed, on either a temporary or permanent basis.

Upon permanent transfer, the Resident is responsible for paying the applicable per diem charge for the level of care required.

Terminations and Refunds

The Resident may terminate the Residence and Care Agreement within thirty (30) days of execution of the Residence and Care Agreement or making an Entrance Fee deposit (the "Rescission Period"). The Company will refund the initial deposit less the cost of any resident requested unit modifications within 30 days following the Rescission Period or termination.

If a Resident terminates the Residence and Care Agreement after the Rescission Period and/or occupancy of the residence, the Company is required to pay the applicable refund within 60 days of the date the Resident becomes eligible for a refund ("Refund Eligibility"). Refund Eligibility under Plan A is established when the Residence and Care Agreement is terminated, the unit has been vacated and released, all outstanding obligations have been paid, and funds are available in the refund account. Refunds of entrance fees for Plan A are projected to be paid in sequential order of the vacancy date for the unit from funds received from the resale of unit(s) for any style of apartment home at the Community, not limited to similar or like units, to a new Resident or new Residents providing sufficient proceeds for payment of the refund and for which there are no prior claims. Refunds, if any, for the Plan B are projected to be paid within 90 days of the vacancy date.

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Summary of Significant Accounting Policies

Basis of Accounting – The Company maintains its accounting and financial records according to the accrual basis of accounting.

Use of Estimates – The preparation of prospective 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 in the prospective financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and Investments – Cash and investments includes cash on hand, amounts on deposit in banks and highly liquid debt instruments with a maturity of 90 days or less when purchased, excluding amounts whose use is limited. Financial instruments that potentially subject the Company to credit risk consist principally of cash, accounts receivable and investments. The Company maintains its cash in bank accounts which, at times, may exceed federally depository insurance (“FDIC”) limits. Management believes the credit risk associated with these deposits is minimal.

Assets Limited as to Use – Assets limited as to use represent funds required by the Company and include a statutory operating fund and Resident Entrance Fee deposit accounts. Management assumes no material changes in fair values that would result in material net realized or unrealized gains or losses during the projection period..

Accounts Receivable – The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

Property and Equipment – Property and equipment are stated at cost less accumulated depreciation. Donated property is recorded at its estimated fair value at the time of receipt. Depreciation is computed using the straight-line method based on the following estimated useful lives:

Land improvements	15 years
Buildings	40 years
Furniture and equipment	3 to 15 years

Marketing Costs – Marketing and advertising costs are charged to operations when incurred by the Company in connection with acquiring new Residents of the Community.

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Deferred Revenue from Entrance Fees – Entrance Fees paid by a Resident upon entering into a Residency and Care Agreement are recorded as deferred revenue and amortized into income using the straight-line method over the estimated remaining life expectancy of the Resident, adjusted on an annual basis. The estimated amount of the contractual refund obligations that are expected to be refunded in a subsequent year are classified as a current liability on the balance sheet.

Refundable Entrance Fees – Resident refunds payable include estimated Entrance Fee refunds due to Residents that have the Plan A Residence and Care Agreement Plan. The Company is required to pay the applicable refund within 60 days of the date the Resident becomes eligible for a refund. Refunds of entrance fees for Plan A are projected to be paid in sequential order of the vacancy date for the unit from funds received from the resale of unit(s) for any style of apartment home at the Community, not limited to similar or like units, to a new Resident or new Residents providing sufficient proceeds for payment of the refund and for which there are no prior claims. Refunds, if any, for Plan B are projected to be paid within 90 days of the vacancy date.

Advance Admission Deposits – Potential Residents sign a nonbinding reservation agreement with the Company and pay a deposit (the “Deposit”). The Deposits from Resident are kept in an escrow account in the Resident’s name and identification number. Any interest earnings will accumulate to the benefit of the Community.

Pending Accounting Pronouncements – During May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, Revenue from Contracts with Customers. ASU No. 2014-09 establishes principles for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. During August 2015, the FASB issued ASU No. 2015-14, which defers the effective date of ASU No. 2014-09. ASU No. 2014-09 is effective for fiscal years beginning after December 15, 2018, and interim periods within annual periods beginning after December 15, 2019. For purposes of the projection, the Company has not implemented ASU No. 2014-09.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*, requiring that a statement of cash flows explain the change during the period in the total of cash, cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. As a result, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalent when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The updated standard will be effective for annual reporting periods beginning after December 15, 2018. The Company has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on its financial statements.

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Summary of Revenue and Entrance Fee Assumptions*Community Cumulative Average Occupancy*

The following table presents the cumulative average annual occupancy at the Community by each level of care.

December 31, Fiscal Year Total	Average Beds Units/Occupied				Average Occupancy Total	Average Occupancy Percentage
	Independent Living Units	Skilled Nursing Beds	Assisted Living Beds	Memory Care Beds		
2019	208.3	-	-	-	208.3	80.4%
2020	283.4	-	-	-	283.4	89.1%
2021	350.4	16.1	6.1	-	372.6	79.8%
2022	426.8	24.2	27.7	-	478.7	89.1%
2023	509.8	24.2	77.9	-	611.9	96.9%
2024	596.8	24.2	94.9	-	715.9	87.6%
2025	683.8	24.2	94.9	-	802.9	88.1%
2026	770.8	24.2	94.9	-	889.9	88.6%
2027	831.3	33.5	85.6	18.2	968.6	91.6%
2028	835.0	33.5	85.6	33.5	987.6	92.8%
Ending total	835.0	33.5	85.6	33.5	987.6	92.8%

Source: Management

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Independent Living Unit Revenue

The Existing ILUs, Phase II ILUs, the Future Phased ILUs and the 2019 Independent Living Units are collectively defined as the “Independent Living Units”. Service fee revenue for Residents living in the Independent Living Units is based upon the assumed occupancy and the Monthly Fee of the respective units. The Independent Living Unit Monthly Fees are assumed to increase 3.0 percent annually during the projection period.

The Independent Living Units are assumed to achieve a 92.8 percent occupancy level in May 2027 and remain at that level throughout the projection period. The following table summarizes the assumed utilization of the Independent Living Units during the projection period:

Years Ended December 31,	Average Units Occupied	Average Units Available ⁽²⁾	Average Occupancy
<i>Historical:</i>			
2018	72.1	128.0	60.3%
2019 ⁽¹⁾	178.1	217.0	82.1%
<i>Projected:</i>			
2019	208.3	259.1	80.4%
2020	283.4	318.0	89.1%
2021	350.4	431.0	81.3%
2022	426.8	501.5	85.1%
2023	509.8	595.5	85.6%
2024	596.8	689.5	86.5%
2025	683.8	783.5	87.3%
2026	770.8	876.8	87.9%
2027	831.3	900.0	92.4%
2028	835.0	900.0	92.8%

Source: Management

- (1) Average occupancy for the Independent Living Units from January 1, 2019 to April 30, 2019 was 82.1 percent with the average occupancy for the month of April 2019 at 85.4 percent (or 185.5 units occupied)
- (2) The average units available varies each year based on the opening of the future scheduled projects at the Community.

The double occupancy percentage for the Independent Living Units is assumed to approximate 30.0 percent throughout the projection period.

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Assisted Living Beds Revenue

Service fee revenue for Residents living in the Assisted Living Bed is based upon the assumed occupancy and the Monthly Service Fee of the respective units. The Assisted Living Beds Monthly Service Fees are assumed to increase 3.0 percent annually during the projection period.

Management assumes the Assisted Living Beds will achieve a 93.0 percent occupancy level in July 2023 and remain at that level for the remainder of the projection period. The assumed occupancy levels for the Assisted Living Beds are presented in the following table:

Table 7
Utilization of the Assisted Living Beds

Years Ended December 31,	Average Beds Occupied			Average Beds Available ⁽¹⁾⁽²⁾	Average Occupancy
	Direct Admits	Resident Transfers	Total		
<i>Projected:</i>					
2021 ⁽¹⁾	5.8	0.3	6.1	10.0	61.0%
2022 ⁽²⁾	20.0	7.7	27.7	71.8	38.6%
2023	67.9	10.0	77.9	102.0	76.4%
2024	82.5	12.4	94.9	102.0	93.0%
2025	79.8	15.1	94.9	102.0	93.0%
2026	76.9	18.0	94.9	102.0	93.0%
2027 ⁽¹⁾	70.6	15.0	85.6	92.0	93.0%
2028	68.7	16.9	85.6	92.0	93.0%

Source: Management

- (1) Initially the 2019 Project is assumed to provide for 10 Assisted Living Beds in January 2021. Upon opening of the Memory Care Beds in January 2027, the initial 10 Assisted Living Beds are assumed to be utilized for Skilled Nursing Beds.
- (2) The 92 Assisted Living Beds are assumed to be available for occupancy in May 2022 and fill to a 93.0 percent occupancy level over a 15-month period at an average of 5.7 move-ins per month.

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Memory Care Beds Revenue

Service fee revenue for Residents living in the Memory Care Beds is based upon the assumed occupancy and the Monthly Service Fee of the respective units. The Memory Care Beds Monthly Service Fees are assumed to increase 3.0 percent annually during the projection period. The Memory Care Beds are assumed to achieve a 93.1 percent occupancy level in December 2027 and remain at that level throughout the projection period. The following table summarizes the assumed utilization of the Memory Care Beds during the projection period:

Table 8
Utilization of the Memory Care Beds

Years Ended December 31,	Average Beds Occupied			Average Beds Available	Average Occupancy
	Direct Admits	Resident Transfers	Total ⁽¹⁾		
<i>Projected:</i>					
2027 ⁽¹⁾	12.3	5.9	18.2	36.0	50.6%
2028	26.9	6.6	33.5	36.0	93.1%

Source: Management

- (1) The 36 Memory Care Beds are assumed to be available for occupancy in January 2027 and fill to a 93.1 percent occupancy level over a 12-month period at an average of 2.8 move-ins per month.

Skilled Nursing Beds Revenue

Service fee revenue for Residents living in the Skilled Nursing Beds is based upon the assumed occupancy and the daily service fee of the respective bed. The Skilled Nursing Bed daily service fees are assumed to increase 3.0 percent for private-pay Residents annually during the projection period. Management assumes the Skilled Nursing Beds are assumed to achieve a 93.1 percent occupancy level in January 2027 and remain at that level throughout the projection period. The assumed occupancy levels for the Skilled Nursing Beds are presented in the following table:

Table 9
Utilization of the Skilled Nursing Beds

Years Ended December 31,	Average Beds Occupied			Average Beds Available ⁽¹⁾⁽²⁾	Average Occupancy
	Direct Admits	Resident Transfers	Total		
<i>Projected:</i>					
2021 ⁽¹⁾	10.3	5.8	16.1	26.0	61.9%
2022	16.4	7.8	24.2	26.0	93.1%
2023	14.1	10.1	24.2	26.0	93.1%
2024	11.5	12.7	24.2	26.0	93.1%
2025	8.8	15.4	24.2	26.0	93.1%
2026	5.9	18.3	24.2	26.0	93.1%
2027 ⁽²⁾	12.3	21.2	33.5	36.0	93.1%
2028	9.9	23.6	33.5	36.0	93.1%

Source: Management

- (1) The 26 of the 36 Skilled Nursing Beds are assumed to be available for occupancy in January 2021 and fill to a 93.1 percent occupancy level over a 15-month period at an average of 2.2 move-ins per month.
- (2) Upon opening of the Memory Care Beds in January 2027, the initial 10 Assisted Living Beds are assumed to be utilized for Skilled Nursing Beds.

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Other Revenue

Management assumes meal revenue and other miscellaneous revenue to increase approximately 3.0 percent annually throughout the projection period.

Investment Income

Interest earnings are assumed to approximate 1.0 percent annually throughout the projection period on the Company's cash and investments, Designated for Statutory Operating Reserve Fund and other restricted funds.

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Entrance Fees

The assumed number of Independent Living Units becoming available due to Resident turnover, the double occupancy rate, the number of annual Resident Entrance Fee receipts and refunds, and the movement of Independent Living Unit Residents into the Assisted Living Beds, Memory Care Beds or Skilled Nursing Beds due to death, withdrawal or transfer are provided by Management.

Inflation on the Independent Living Units Entrance Fees are assumed to remain constant at 3.0 percent annually throughout the projection period. The following table presents the assumed initial and attrition Entrance Fees received and the total Entrance Fees refunded.

Table 10
Entrance Fees Receipts and Entrance Fees Refunds (In Thousands)

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<i>Number of Entrance Fees Received</i>										
Initial – Existing ILUs	38.0	10.0	-	-	-	-	-	-	-	-
Initial – Phase II ILUs	45.0	54.0	2.0	-	-	-	-	-	-	-
Initial – Future Phase ILUs (2019 Project)	-	-	99.0	14.0	-	-	-	-	-	-
Initial – Future Phase ILUs (2020 Project)	-	-	-	60.0	34.0	-	-	-	-	-
Initial – Future Phase ILUs (2021 Project)	-	-	-	-	60.0	34.0	-	-	-	-
Initial – Future Phase ILUs (2022 Project)	-	-	-	-	-	60.0	34.0	-	-	-
Initial – Future Phase ILUs (2023 Project)	-	-	-	-	-	-	60.0	34.0	-	-
Initial – Future Phase ILUs (2024 Project)	-	-	-	-	-	-	-	60.0	33.0	-
Attrition	5.1	9.4	12.4	17.9	23.9	31.2	39.0	47.9	56.4	62.3
Total Number of Entrance Fees Received	88.1	73.4	113.4	91.9	117.9	125.2	133.0	141.9	89.4	62.3
<i>Entrance Fees Received</i>										
Initial	\$26,588	\$20,085	\$32,606	\$24,421	\$31,862	\$32,818	\$33,802	\$34,816	\$12,458	\$-
Attrition	1,643	3,140	4,263	6,331	8,682	11,636	14,952	18,885	22,887	26,004
Total Entrance Fees Received	\$28,231	\$23,225	\$36,869	\$30,752	\$40,544	\$44,454	\$48,754	\$53,754	\$35,345	\$26,004
Total Entrance Fees Refunded	\$(1,440)	\$(2,658)	\$(3,483)	\$(5,010)	\$(6,698)	\$(8,760)	\$(11,048)	\$(13,762)	\$(16,517)	\$(18,498)
Entrance Fees Received, Net of Refunds	\$26,791	\$20,567	\$33,386	\$25,742	\$33,846	\$35,694	\$37,706	\$39,939	\$18,828	\$7,506

Source: Management

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Summary of Operating Expense Assumptions

Management assumes all departmental, residential, assisted living, and long-term care expenses to increase approximately 3.0 percent annually throughout the projection period. The below table shows the total number of FTEs in 2019 and 2028, the year of stabilization.

Table 11
Schedule of Assumed Staffing Levels (FTEs)

Department	<u>2019 Budgeted</u>		<u>2028 Stabilized</u>	
	Independent Living Units	Continuing Care Beds	Independent Living Units	Continuing Care Beds
Administration and general	5.5	-	8.5	12.8
Marketing	3.0	-	8.0	-
Dining	29.9	-	100.9	15.2
Facilities and maintenance	6.4	-	14.6	3.0
Laundry and housekeeping	5.2	-	22.3	4.8
Resident general services	19.0	-	40.1	8.2
Healthcare	-	-	-	39.6
Total FTE's	69.0	-	194.4	83.6

Source: Management

Other non-salary operating expenses are assumed to include ongoing marketing costs, raw food costs, utilities, supplies, maintenance and security contracts, building and general liability insurance, legal and accounting fees, and other miscellaneous expenses and are assumed to increase 3.0 percent annually throughout the projected period.

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Assets Limited as to Use

Assets limited as to use represents funds required by the Company's statutory required funds and Board designated funds.

- (1) Resident deposits are held in escrow and funded with initial refundable deposits from prospective Residents to hold an Independent Living Unit.
- (2) Designated for Statutory Operating Reserve Fund, required by the North Carolina General Statute Section 58-64-33 maintain an operating reserve equal to 50 percent of the total operating expenses (adjusted for non-cash items) in a given year, or 25 percent of such total operating expenses (adjusted for non-cash items) if the occupancy exceeds 90 percent. For the purpose of the projection, Management has assumed the Statutory Operating Reserve Fund requirement to be approximately 25 percent of expenses in all years of the projection period.

Due to the timing and nature of the ongoing future projects, the NCDOI previously agreed to allow the Company to use a surety bond (provided by the Parent) to cover this requirement for amounts above 25 percent. The Company intends to purchase a surety bond during the year ending December 31, 2019.

- (3) Resident funds consists of restricted cash held for Residents.

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Property and Equipment and Depreciation Expense

The Company is to incur routine capital additions during the projection period that are to be capitalized as property and equipment. Depreciation expense for all capital assets is computed based on the straight-line method for buildings and equipment over estimated average useful lives of 35 and 15 years, respectively. The Company's property and equipment costs, net of accumulated depreciation, during the projection period are summarized in the table below.

Table 12
Schedule of Property and Equipment
(In Thousands)

Years Ended December 31,	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Property and equipment, Gross beginning balance	\$115,025	\$127,788	\$164,116	\$208,904	\$247,133	\$286,503	\$324,838	\$359,429	\$375,485	\$380,642
Project construction costs	12,662	35,153	43,369	36,581	36,786	35,129	30,758	11,598	-	-
Routine capital additions	101	1,175	1,419	1,648	2,548	3,206	3,833	4,458	5,157	5,576
Property and equipment, gross	\$127,788	\$164,116	\$208,904	\$247,133	\$286,503	\$324,838	\$359,429	\$375,485	\$380,642	\$386,218
Accumulated depreciation	(6,100)	(10,128)	(14,475)	(21,067)	(28,959)	(37,516)	(47,079)	(57,956)	(69,446)	(81,112)
Property and equipment, Net ending balance	\$121,688	\$153,988	\$194,429	\$226,066	\$257,544	\$287,322	\$312,350	\$317,529	\$311,196	\$305,106

Source: Management

See Independent Accountants' Compilation Report

Parent Line of Credit

On March 17, 2017, the Parent closed on a \$250 million credit facility with Bank of America as the lead lender of a syndicate of banks (the "Line of Credit"). The Line of Credit is expected to provide sufficient capital to the Parent, when combined with expected community loan advances from initial Entrance Fees along with other sources of cash flow, to fund future building and land acquisition growth plans. Five subsidiaries of the Parent have granted mortgages on properties each owns as collateral support for the Line of Credit (including the Company). Furthermore, all five subsidiaries are guarantors to the Line of Credit. The Line of Credit was increased to \$400 million on December 14, 2018. As of December 31, 2018 total borrowings under the Line of Credit was \$243,000,000.

The Line of Credit contains financial performance covenants that require the Parent to maintain a minimum adjusted EBITDA, as defined in the Line of Credit agreement, minimum liquidity and minimum occupancy percentages.

Resident Promissory Notes Receivable

Resident promissory notes receivable consist of short-term receivable from Residents related to payment of the final installment of their Entrance Fee. Often, there is a timing difference between when the sale of a prospective Resident's home will be finalized, and the due date of the final installment on their Resident Entrance Fee. In these cases, a short-term promissory note is issued by the resident. Management plans to maintain similar historical balances during the projection period.

Current Assets and Current Liabilities

Operating revenue, as used below, includes long-term care revenue, residential revenue, assisted living revenue and residential food service revenue. Operating expenses exclude amortization, depreciation and interest expense. Management has assumed the following working capital components based on the Company's historical trends:

Accounts receivables, net	10	days of operating revenues
Prepaid expenses and other current assets	4	days of operating expenses
Accounts payable	13	days of operating expenses
Accrued expenses and other current liabilities	18	days of operating expenses

Source: Management

See Independent Accountants' Compilation Report

**INDEPENDENT ACCOUNTANTS' REPORT ON
SUPPLEMENTAL INFORMATION**

Windsor Run, LLC
Matthews, North Carolina

Our report on our compilation of the financial projection of Windsor Run, LLC was presented in the preceding sections of this document. A compilation is limited to presenting in the form of a projection, information that is the representation of management and does not include evaluation of the support for the assumptions underlying the projection. We have not examined the projection and, accordingly do not express an opinion, or any other form of assurance, on the projected financial statements or assumptions.

The information included in the accompanying supplementary analysis is presented for the purposes of additional analysis. Such information has been compiled from information that is the representation of Management, without audit or review, and accordingly, we express no opinion or any other form of assurance on it.

The following supplemental analyses are presented for the purpose of demonstrating the significance of certain assumptions and are not to be considered an all-inclusive list.

Dixon Hughes Goodman LLP

Atlanta, Georgia
May 30, 2019

Detail of Future Project Timeline/Schedules

The following table provides the anticipated timeline for the Independent Living Units to completion.

Table 14
Anticipated Timeline for the Independent Living Units

Phase	Number of IL Units	Cumulative Number of Units	Start	Substantial Completion	Move In	Status
WRC 1.0/1.1/1.2	217	217	6/1/2016	5/1/2018	7/1/2018	In service
WRC 1.3	101	318	8/1/2017	6/1/2019	8/1/2019	Under construction
WRC 1.4	113	431	8/1/2019	12/1/2020	1/1/2021	To be built
WRC 1.5	94	525	10/1/2020	3/1/2022	4/1/2022	To be built
WRC 2.1	94	619	10/1/2021	3/1/2023	4/1/2023	To be built
WRC 2.2	94	713	10/1/2022	3/1/2024	4/1/2024	To be built
WRC 2.3	94	807	10/1/2023	3/1/2025	4/1/2025	To be built
WRC 2.4	93	900	10/1/2024	3/1/2026	4/1/2026	To be built

Source: Management

The following table provides the anticipated timeline for construction, completion and move-in to the three phases of the Continuing Care Beds.

Table 15
Anticipated Timeline for the Continuing Care Beds

CC Phase	Description	Number of Units	Cumulative Number of Units	Start	Substantial Completion	Move In / Licensing
CC Phase I	Nursing / Assisted Living	24	24	10/1/2019	10/1/2020	1/1/2021
CC Phase II	Assisted Living	69	93	10/1/2022	10/1/2023	1/1/2024
CC Phase III	Memory Care	24	117	10/1/2025	12/1/2026	3/1/2027

Source: Management

Summary of 2019 Project Financing

Total financial requirements to complete the 2019 Project are assumed to approximate \$37,285,000 and assumed to be financed internally through capital contributions from the Parent. Management has assumed the following sources and uses of funds in preparing the financial projection.

Table 16
Sources and Uses of Funds – 2019 Project
(In Thousands)

	Independent Living	Continuing Care	Total
Sources of Funds:			
Capital contributions – Parent ⁽¹⁾	\$30,085	\$7,200	\$37,285
Total Sources of Funds	\$30,085	\$7,200	\$37,285
Uses of Funds:			
Direct construction costs ⁽²⁾	\$26,250	\$6,388	\$32,638
Sitework ⁽³⁾	750	-	750
Architect and engineering ⁽⁴⁾	1,495	360	1,855
Furniture, fixtures and equipment ⁽⁵⁾	240	126	366
Contingency ⁽⁶⁾	1,350	326	1,676
Total Uses of Funds	\$30,085	\$7,200	\$37,285

Source: Management

Notes:

- (1) Management is projecting that the Parent will contribute all funds necessary to complete the 2019 Project. The capital contributions are projected to be partially returned during the projection period using proceeds from entrance fees for the Independent Living Units.
- (2) Management estimates direct construction costs for the 2019 Project to approximate \$32,638,000.
- (3) Sitework associated with preparing the land for construction of the 2019 Project are estimated to approximate \$750,000.
- (4) Architect and engineering fees associated with the construction of the 2019 Project are estimated to approximate \$1,855,000.
- (5) Furniture, fixtures and equipment costs are assumed to approximate \$366,000.
- (6) Management has included a 2019 Project contingency of approximately \$1,676,000.

Monthly Unit Move-in Schedule - 2019 Project

Residents are assumed to begin moving into the Independent Living Units, Assisted Living Beds and Skilled Nursing Beds in January 2021. The assumed monthly move-in pattern (net of move-outs) is summarized below.

Table 17
Fill-Up Schedule – 2019 Project
(Net Move-ins)

Fiscal Year/Month	Independent Living Units	Assisted Living Beds	Skilled Nursing Beds	Cumulative Occupancy Total	Cumulative Occupancy Percentage
2021					
January	8.5	1.0	3.0	12.5	8.4%
February	8.5	2.0	3.0	25.0	16.8%
March	8.5	3.0	3.0	37.5	25.2%
April	8.5	4.0	3.0	50.0	33.6%
May	8.5	5.0	2.0	61.5	41.3%
June	8.5	6.0	2.0	73.0	49.0%
July	8.0	7.0	2.0	84.0	56.4%
August	8.0	8.0	2.0	95.0	63.8%
September	8.0	9.0	2.0	106.0	71.1%
October	8.0	9.3	2.0	116.3	78.1%
November	8.0	-	0.2	124.5	83.5%
December	8.0	-	-	132.5	88.9%
2022					
January	6.0	-	-	138.5	92.9%
Total	105.0	24.2	9.3	232.9	92.9%

Source: Management

EXHIBIT 5

**BALANCE SHEET, INCOME STATEMENT
AND STATEMENT OF CASH FLOWS**

Summary:

Exhibit Five shows the Balance Sheet, Income Statement and Statement of Cash Flows as of March 31, 2019 for the Provider.

Windsor Run, LLC
Balance Sheet
March 31, 2019
(unaudited)
(whole dollars)

Current Assets

Cash and cash equivalents	337,893
Restricted Cash	8,267,251
Reserve	2,359,724
Resident accounts receivable	17,491
Resident promissory notes receivable	2,827,300
Other receivables	6,588
Prepaid expenses and other	102,367
Total current assets	13,918,614

Property plant and equipment, net	116,739,268
Intangible assets	2,103,559
Total non-current assets	118,842,827

Total Assets	132,761,441
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Liabilities and Members' equity

Current liabilities:

Accounts payable and accrued expenses	3,394,697
Advance deposits	1,807,600
Accrued insurance claims	39,512
Accrued payroll and benefits	313,939
Deferred revenue	(746)
Intercompany	99,863
Total current liabilities	5,654,865

Non-current liabilities

Resident Capital	57,554,884
Total other non-current liabilities	57,554,884

Total liabilities	63,209,749
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Net Income Year to Date	(1,546,552)
Members Capital	86,127,494
Retained Earnings	(15,029,250)
Total Member's Equity	69,551,692

Total Liabilities and Member's deficit	132,761,441
----------------------------------------	-------------

Windsor Run, LLC
Income Statement
Year to Date - March 31, 2019
(unaudited)
(whole dollars)

Operating revenues	
Resident Monthly Fees	1,637,820
Other Revenue	192,280
Total Operating Revenue	<u>1,830,100</u>
Operating Expenses:	
Wages and Benefits	1,196,000
Other Operating Expenses	1,399,832
Operating Expenses	<u>2,595,832</u>
Central Services	386,119
Management Fees	79,408
Capitalized Costs	(196,550)
Reimbursed Costs	<u>268,977</u>
Net Operating Expenses	<u>2,864,809</u>
Operating Income (Loss)	<u>(1,034,709)</u>
Non-Operating Revenues	
Amortization Income (Resident Contracts)	165,986
Investment Income, net	11,975
Other Income	89,340
Non-Operating Revenues	<u>267,301</u>
Non-Operating Expenses	
Depreciation Expense	779,144
Non-Operating Expenses	<u>779,144</u>
Non-Operating Income	<u>(511,843)</u>
Net income (loss)	<u><u>(1,546,552)</u></u>

Windsor Run, LLC
Statement of Cash Flows
March 31, 2019
(unaudited)
(whole dollars)

Cash flows from operating activities:	
Net income (loss)	\$ (1,546,552)
Adjustments to reconcile net loss to net cash and cash equivalents provided by (used in) operating activities	
Depreciation	779,144
Amortization of resident entrance fees	(165,986)
Decrease (increase) in insurance cash and reserve	(8,114)
Increase in resident accounts receivable	8,342
Decrease (increase) in other receivables	(6,588)
Decrease (increase) in prepaid expenses and other	(37,711)
Increase (decrease) in accounts payable, accrued expenses, and insurance claims	(3,032,123)
Increase (decrease) in accrued payroll and benefits	(144,519)
Increase (decrease) in deferred revenue	(746)
Increase (decrease) in due to / (from) Consolidating Entities	(107,708)
Net cash and cash equivalents provided by (used in) operating activities	<u>(4,262,561)</u>
Cash flows from investing activities:	
Decrease (increase) in restricted cash	31,255,328
Purchases of property, plant and equipment	(5,025,071)
Net cash and cash equivalents provided by (used in) investing activities	<u>26,230,257</u>
Cash flows from financing activities:	
Decrease (increase) in resident promissory notes receivable	1,984,080
Increase in resident refunds payable	(206,100)
Capital contributions	(29,586,271)
Capital distributions	-
Increase (decrease) in resident capital	5,847,800
Increase (decrease) in advance deposits	(370,900)
Net cash and cash equivalents provided by (used in) financing activities	<u>(22,331,391)</u>
Increase (decrease) in cash and cash equivalents	(363,695)
Cash and cash equivalents, beginning of period	<u>701,588</u>
Cash and cash equivalents, end of period	<u>\$ 337,893</u>
	\$ -

EXHIBIT 6

EXPLANATION OF MATERIAL DIFFERENCES

Summary:

Exhibit Six provides a narrative describing any material differences between (i) projected statements of revenues and expenses and cash flows and (ii) the actual results of operations for the Provider.

WINDSOR RUN, LLC
EXPLANATION OF MATERIAL DIFFERENCES

Pursuant to Section 58-64-30(a) of the North Carolina General Statutes, we are required to provide a narrative describing any material differences between (i) the projected statements of revenues and expenses and cash flows or other projected financial data filed pursuant to G.S. 58-64-20 as a part of the Disclosure Statement recorded most immediately subsequent to the start of the provider's most recently completed fiscal year and (ii) the actual results of operations.

On the following pages are the various explanations of material differences for the Balance Sheet, Statement of Operations, and Statement of Cash Flows projected for 2018 and the 2018 actual results.

The predominant difference between the 2018 actual results and the 2018 projected operations pertain to the opening dates of each building and resulting fill. The table below presents the projected opening dates, the actual opening dates, and the expected occupancy and actual occupancy at the end of the 2018

	NUMBER OF UNITS	ACTUAL	PROJECTED	DIFFERENCE
Phase 1a	117	Mid-May	March 1, 2018	2.5 Months
Phase 1b	100	Mid - July	May 1, 2018	2.5 Months
Phase 1c	101	Projected to open August 2019	September 1, 2018	4 Months to 12/31
Totals	318			
Occupied Units at 12/31		169	210	41
Weighted Average Units Occupied 2018		87	103	16
Weighted Average Occupancy based on 318 units in service		27.3%	32.5%	5.2%

WINDSOR RUN, LLC
Comparison of 2018 Actual Results to 2018 Projected Results

	2018 Audit	2018 Projected	Favorable (Unfavorable) Variance	Percentage Variance
BALANCE SHEET				
ASSETS				
Current assets				
Cash and cash equivalents	\$ 701	\$ 32,510	\$ (31,809) ⁽¹⁾	(97.8%)
Restricted cash	39,523		39,523 ⁽¹⁾	N/A
Operating reserve	2,352	5,702	(3,350) ⁽²⁾	(58.8%)
Resident accounts receivable	26	131	(105)	(80.2%)
Resident promissory notes receivable	4,811		4,811 ⁽³⁾	N/A
Due from ELSC	7		7	N/A
Other current assets	65	37	28	75.7%
Total current assets	<u>47,485</u>	<u>38,380</u>	<u>9,105</u>	
Long-term assets				
Property, plant and equipment, net	112,493	120,049	(7,556)	(6.3%)
Intangible assets	2,104		2,104 ⁽⁴⁾	N/A
Deferred marketing costs, net		3,761	(3,761) ⁽⁵⁾	(100.0%)
Total long-term assets	<u>114,597</u>	<u>123,810</u>	<u>(9,213)</u>	
Total assets	<u>\$ 162,082</u>	<u>\$ 162,190</u>	<u>\$ (108)</u>	
LIABILITIES AND MEMBER'S EQUITY				
Current liabilities				
Accounts payable	\$ 6,440	\$ 159	6,281	3950.3%
Accrued expenses	485	182	303	166.5%
Resident refunds payable	206		206	N/A
Due to ELM, net	13		13	N/A
Due to ELD	202		202	N/A
Total current liabilities	<u>7,346</u>	<u>341</u>	<u>7,005</u>	
Long-term liabilities				
Advance deposits	2,179		2,179	N/A
Resident entrance fees, net	51,873	68,175	(16,302)	(23.9%)
Total long-term liabilities	<u>54,052</u>	<u>68,175</u>	<u>(14,123)</u>	
Total liabilities	<u>61,398</u>	<u>68,516</u>	<u>(7,118)</u>	
Member's equity	100,684	93,674	7,010 ⁽⁶⁾	7.5%
Total liabilities and member's equity	<u>\$ 162,082</u>	<u>\$ 162,190</u>	<u>\$ (108)</u>	

Notes:

- (1) Offset of between audit and projection attributable to expected release of entrance fee escrow delayed due to reaching occupancy threshold.
- (2) Per 2018 audit, surety bond to be purchased for balance of required operating reserve.
- (3) A short-term promissory note is issued by the resident to Windsor Run to pay the final installment on their resident entrance fee due to the timing difference between the sale of the prospective resident's home and moving to the Community.
- (4) Windsor Run was granted a Certificate of Need subsequent to the preparation of the projection.
- (5) A change in GAAP accounting requiring the expensing vs. capitalizing marketing costs occurred subsequent to the preparation of the projection.
- (6) Additional capital contributions were required to fund initial start-up losses and working capital attributable to the delay in the opening dates for the buildings.

WINDSOR RUN, LLC
Comparison of 2018 Actual Results to 2018 Projected Results

STATEMENTS OF OPERATIONS AND CHANGES IN MEMBER'S EQUITY	2018 Audit	2018 Projected	Favorable (Unfavorable) Variance	Percentage Variance
Revenue				
Resident occupancy revenue	\$ 2,620	2,985	(365) ⁽¹⁾	(12.2%)
Ancillary fees	594	194	400 ⁽¹⁾	206.2%
Amortization of resident entrance fees	296	428	(132) ⁽¹⁾	(30.8%)
Other income	83		83	N/A
Total income	<u>3,593</u>	<u>3,607</u>	<u>(14)</u>	
Expenses				
Salaries, wages and benefits	3,786		3,786 ⁽²⁾	N/A
Professional and contracted services	3,223		3,223 ⁽³⁾	N/A
Supplies	302		302	N/A
Dietary and other supplies	241	1,000	(759)	(75.9%)
Building grounds and maintenance	157	940	(783)	(83.3%)
Utilities	194	185	9	4.9%
Administrative and other	528	1,522	(994) ⁽³⁾	(65.3%)
Management fees	131	149	(18)	(12.1%)
Resident relations	29	424	(395)	(93.2%)
Insurance	26		26	N/A
Real estate taxes	374	407	(33)	(8.1%)
Depreciation	2,230	2,238	(8)	(0.4%)
Total expenses	<u>11,221</u>	<u>6,865</u>	<u>4,356</u>	
Operating loss	<u>(7,628)</u>	<u>(3,258)</u>		
Non-operating income				
Interest income	352	20	332	1660.0%
Total non-operating income	<u>352</u>	<u>20</u>		
Net loss	<u>(7,276)</u>	<u>(3,238)</u>		
Member's equity, beginning	73,375	116,912		
Contributions from member	46,106		46,106	N/A
Distributions from member	(11,521)	(20,000)	8,479	(42.4%)
Member's equity, ending	<u>\$ 100,684</u>	<u>\$ 93,674</u>		

Notes:

- (1) Delay in opening dates of the buildings.
- (2) The audit was prepared based on natural class whereas the projection was prepared by department; therefore, the salaries for each department are included within the individual line item.
- (3) Due to the delay in the opening dates of the buildings, additional professional and contract service costs were incurred. A corporate overhead allocation was classified in professional and contract services for the audit and in administrative for the projection.

WINDSOR RUN, LLC
Comparison of 2018 Actual Results to 2018 Projected Results

STATEMENT OF CASH FLOW	2018 Audit	2018 Projected	Favorable (Unfavorable) Variance	Percentage Variance
Cash flows from operating activities:				
Net loss	\$ (7,276)	\$ (3,238)		
Adjustments to reconcile net loss to net cash and cash equivalents provided by (used in) operating activities				
Depreciation	2,230	2,238	(8)	(0.4%)
Amortization of resident entrance fees	(296)	(428)	132	(30.8%)
Increase in resident accounts receivable	(26)	(131)	105	(80.2%)
Decrease (increase) in other current assets	790		790	N/A
Increase in non-refundable entrance fees	5,238		5,238 ⁽¹⁾	N/A
Increase in accounts payable and accrued expenses	327	274	53	19.3%
Increase in due from ELSC	(7)		(7)	N/A
(Decrease) increase in due to ELM	(278)		(278)	N/A
(Decrease) increase in due to ELD	(61)	(34)	(27)	79.4%
Net cash and cash equivalents provide by (used in) operating activities	<u>641</u>	<u>(1,319)</u>		
Cash flows from investing activities:				
Increase in restricted cash	(33,546)		(33,546) ⁽²⁾	990.1%
Increase in operating reserve	(38)	(3,388)	3,350 ⁽³⁾	N/A
Purchase of intangible assets	(2,104)		(2,104)	N/A
Payment of marketing costs		(1,907)	1,907	(100.0%)
Purchase of property, plant and equipment	(38,556)	(19,502)	(19,054)	97.7%
Net cash and cash equivalents used in investing activities	<u>(74,244)</u>	<u>(24,797)</u>		
Cash flows from financing activities:				
Proceeds from resident promissory notes	3,497		3,497 ⁽¹⁾	N/A
Increase in resident refunds payable	206		206	N/A
Proceeds from refundable resident entrance fees	38,624	68,603	(29,979) ⁽¹⁾	(43.7%)
(Decrease) increase in advance deposits	(2,785)		(2,785) ⁽¹⁾	N/A
Contributions from member	46,106		46,106 ⁽⁴⁾	N/A
Distributions to member	(11,521)	(20,000)	8,479 ⁽⁴⁾	(42.4%)
Net cash and cash equivalents provided by financing activities	<u>74,127</u>	<u>48,603</u>		
Increase (decrease) in cash and cash equivalents	<u>524</u>	<u>22,487</u>		
Cash and cash equivalents, beginning of year	<u>177</u>	<u>10,023</u>		
Cash and cash equivalents, end of year	<u>\$ 701</u>	<u>\$ 32,510</u>		

Notes:

- (1) The net variance in entrance fee activity is approximately \$24,000 attributable to a delay in the opening of the buildings.
- (2) See Note 1 on the Balance Sheet comparison.
- (3) See Note 2 on the Balance Sheet comparison.
- (4) Additional capital contributions were required to fund initial start-up losses and working capital attributable to the delay in the opening dates for the buildings.