



# GALLOWAY RIDGE

AT FEARRINGTON

**3000 Galloway Ridge  
Pittsboro, NC 27312  
(919) 545-2215 / (888) 763-9600  
www.gallowayridge.com**

## **DISCLOSURE STATEMENT**

**Galloway Ridge, Inc. must deliver a Disclosure Statement to a prospective resident prior to the time a prospective resident executes a Residence and Care Agreement to provide continuing care, or prior to the time a prospective resident transfers any money or other property to Galloway Ridge, whichever occurs first.**

**Galloway Ridge like all other continuing care retirement communities in the State of North Carolina, is subject to the Continuing Care Retirement Communities Act. 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.**

**MAY 30, 2019**

**Unless earlier revised, Galloway Ridge intends  
for this Disclosure Statement to remain effective until October 27, 2020**





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## INTRODUCTION

Galloway Ridge at Ferrington is a Life Plan Community of dreamers and doers. Lovingly crafted with heart, soul, and Southern charm, Galloway Ridge is more than simply retirement living -- it's a secure, health-conscious, pleasure-packed lifestyle destination. Our 60 plus acre campus is just south of Chapel Hill adjacent to Ferrington Village, an 1100 acre planned community, offering miles of trails and sidewalks. Jordan Lake and the Haw River are just a short distance for our outdoor enthusiasts.

Galloway Ridge services are conveniently offered under one roof. Our main building includes 248 independent living apartments, library and business center, living room, Chapin Auditorium, Weathersfield Café, Bistro Dining Room, Camellia Fine Dining Room, Beltie's Lounge, billiards room, Player's Lounge, stadium seating movie theater, art studio, woodworking shop, conference room and multiple meeting spaces. In addition to our independent living apartments, Galloway Ridge also offers 52 villa residences just a short distance from the main building. Our Medicare certified healthcare center, The Arbor, is connected to the main building and offers 91 private rooms for assisted living, memory care and skilled nursing. We are fortunate to have a Duke Primary Care office on campus and our own UNC Health Clinic within our community.

The Galloway Ridge WellPlex is an integral part of our wellness program that allows our residents to maintain their optimal level of health and well-being. The WellPlex includes the Duke Center for Living, our 20,000 sq. ft. state-of-the-art fitness center, Duke Primary Care and the Center for Physical Rehabilitation.

Galloway Ridge is owned by Galloway Ridge, Inc. ("Provider," "we," "our" or "us"), a North Carolina nonprofit corporation which is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code and exempt from state income taxes in North Carolina under applicable state tax provisions. Galloway Ridge was formed to acquire real property and to develop market and operate the Community, which is located in Chatham County, North Carolina.

Galloway Ridge exists to inspire meaningful and engaged lives and to assure each resident a superior quality of life and care.

One of the purposes of this Disclosure Statement is to explain to prospective residents, their families, and their advisors who and what is involved in the operation of Galloway Ridge. This Disclosure Statement was prepared on the basis of information available at the time of its publication and assumptions, which were believed to be realistic as of that date. Such information and assumptions are, of course, subject to change and, in particular, are significantly affected by changes in inflation and interest rates.

Since non-technical language has been used in this Disclosure Statement, the text of this booklet and the language of the Residence and Care Agreement signed by a resident may not be the same. Although this Disclosure Statement details the provisions of the Residence and Care Agreement, the Residence and Care Agreement serves as the sole binding contract between the resident and us.

**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, or national origin.**

## THE PROVIDER

Galloway Ridge, whose address is 3000 Galloway Ridge, Pittsboro, North Carolina 27312, is a North Carolina nonprofit corporation which is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code and exempt from state income taxes in North Carolina under applicable state tax provisions. The Provider does not have subsidiaries, and it holds no ownership position in any other organization, except that it may own securities for investment purposes.

Galloway Ridge is a member of LeadingAge, LeadingAge North Carolina, the International Council on Active Aging, the American Health Care Association, the North Carolina Health Care Facilities Association and the Chatham County Chamber of Commerce.

Other than disclosed above, we are not affiliated with, nor owned by, any other religious, charitable or nonprofit organization.

## BOARD OF DIRECTORS AND OFFICERS

Galloway Ridge's Board of Directors is comprised of 12 voting members, divided into three classes, each with four members. In most cases, each director serves for a three year term. Currently, three members of the Board are residents of the Community, with each class containing one resident director. The resident directors were nominated by the Community's Resident Council to the Board for election.

All of the members of the Board of Directors are experienced in their own particular fields, such as law, banking, medical, and entrepreneurship, not in the operation or management of facilities like Galloway Ridge. We feel the expertise of many in their chosen field provides the background for reliable, dependable, and solid decisions in regard to our residents and facilities. The names and business addresses of the current officers and members of the Board of Directors of Galloway Ridge, Inc. are listed below:

### Officers:

***Robert Nelson***  
***President and Director***  
60104 Davie  
Chapel Hill, NC 27517

***Alan Rimer***  
***Vice-President and Director***  
200 Overlake Drive  
Chapel Hill, NC 27516

***Alex Weller***  
***Secretary and Director***  
3000 Galloway Ridge, Apt J211  
Pittsboro, NC 27312

***Todd Peterson***  
***Treasurer and Director***  
8404 Sterling Bridge Rd  
Chapel Hill, NC 27516

Directors:

***Stan Campbell***, 71003 Everard, Chapel Hill, NC 27517

***Robbie Cox***, 6 Speyside Circle, Pittsboro, NC 27312

***Bob Enders***, 48 Wickham Drive, Pittsboro, NC 27288

***Matt Ewend***, 2100 N. Lakeshore Drive, Chapel Hill, NC 27514

***Valerie Crofton Harris***, 45 Pine Forest Drive, Siler City, NC 27344

***Kelly Mackay***, 240 Leigh Farm Rd., Suite, 100, Durham, NC 27707

***Stanley R. Mandel***, 3000 Galloway Ridge, Apt. K108, Pittsboro, NC 27312

***Marva Price***, 85 Farrington Post, Pittsboro, NC 27312

***Robert Nelson, President of the Board (term expires 2019)***

*60104 Davie*

*Chapel Hill, NC 27517*

Mr. Nelson is a member of a consulting firm consisting of retired high-level officials from governmental agencies and the University of North Carolina. He serves as an advisor and subject matter expert concerning issues of strategic, financial and physical planning to public and private higher education intuitions. He also consults with a global software company on matters related to solutions for governmental clients. Mr. Nelson received his master's degree in Public Affairs from North Carolina State University, worked in the Office of State Budget and Management and then in the Office of the President of the University of North Carolina System. Mr. Nelson is currently a member of the North Carolina State University Investment Fund Board, East Carolina University Board of Visitors, UNC Press Finance Committee and Galloway Ridge Board of Directors. He was awarded the Barry K. Sanders Award for Financial Leadership in State Government in 2004 and the Order of the Long Leaf Pine in 2010.

***Alan Rimer, Ph.D., P.E., D.E.E., Vice President of the Board (term expires 2019)***

*200 Overlake Drive*

*Chapel Hill, NC 27516*

Dr. Rimer has had a varied career in environmental engineering. In the course of over 46 years of professional experience, he has been involved with the planning and design for a variety of water reuse, water resources, industrial and municipal wastewater treatment, solid waste management, and environmental management projects. This work has been conducted for local, state and federal governments, as well as a wide variety of industries. The work has been conducted in the United States, as well as Asia, Europe and South America. He has served as an elected public official (Chapel Hill Town Council) and has been appointed to a number of Boards and Commissions in North Carolina, by two governors and has served on a variety of appointed US Senate and White House Committees, under the administrations of both parties. Dr. Rimer earned his master's degree in Environmental Engineering from the University of



North Carolina and his PhD in Environmental Engineering from Duke University/Kennedy Western University.

***George Alex Weller, Captain, USCGR (Ret); Secretary for the Board (term expires 2020)  
Resident***

*3000 Galloway Ridge. Apt. J211  
Pittsboro, NC 27312*

G. Alex Weller, a 1968 graduate of the U.S. Merchant Marine Academy, served as a Second Mate on container ships with Sea Land Service, Inc. Upon graduating cum laude from Stetson University, College of Law, he entered active duty with the U.S. Coast Guard. After leaving active duty, he practiced maritime law as a partner in a New Orleans law firm, while continuing his U.S. Coast Guard Reserve career rising to command all Coast Guard Reserve members in Louisiana, and retiring as a Captain. After leaving his law firm, he was a civilian senior counsel with the U.S. Coast Guard's Office of Maritime & International Law, where he advised numerous U.S. delegations to the International Maritime Organization and the International Maritime Satellite Organization. On retiring from Coast Guard civilian service, he and his wife moved to Galloway Ridge in 2013. He was elected to the Board in 2015 and serves as Board Secretary. Mr. Weller's time working in law (including three cases as Coast Guard counsel in the U.S. Supreme Court), and on U.S. Delegations working in international diplomacy, has allowed him to develop and hone a talent for breaking down complex problems into their component parts, listening to all sides before reaching a decision, and working with all interests, developing optimal and workable solutions. Using his negotiating skills, he has demonstrated the ability to bring diverse interests to "yes."

***Todd L. Peterson, Treasurer for the Board (term expires 2021)***

*8404 Sterling Bridge Road  
Chapel Hill, NC 27516*

Mr. Peterson retired from a management career primarily in academic medical centers. For two decades he served University of North Carolina Hospitals as Executive Vice President & Chief Operating Officer. Previous to that at University of California, Davis, Medical Center he was responsible for most professional services and also served as Chief Financial Officer. Earlier hospital work was in Philadelphia, and banking in Pittsburgh. Todd currently volunteers as a member of the Chatham Hospital Board of Directors and chairs its Finance Committee. Numerous other not-for-profit board memberships have included a state hospital association, a chamber of commerce, a YMCA, and a young adult mentorship program. The post-graduate Management Fellowship Program at UNC Healthcare is named in Todd's honor. He earned a

MA in Health Care Administration from George Washington Univ., and a BS in Business from Univ. of Pittsburgh. Todd is Fellow of the American College of Health Care Executives, and a Life Member of the NC Hospital Association.

***Stan Campbell (term expires 2020)***

*71003 Everard*

*Chapel Hill, NC 27517*

Stan Campbell received his Bachelor of Science degree in Business Administration from UNC-Chapel Hill. Before retiring, Mr. Campbell was a Consultant and Sales Executive, managing revenue from over 50 university clients in North America, Australia and New Zealand. He is a Certified Fundraising Executive (CFRE) and, in 1993, was awarded the honor of Fundraiser of the Year by the Raleigh-Durham-Chapel Hill chapter of the Association of Fundraising Professionals (APF), an international organization headquartered in Washington, DC. Mr. Campbell has served on the Board of Directors for United Way of Chatham County and the Chatham Educational Foundation. He completed the S.T.A.R. program with the Chatham County Sheriff's Office and has been a member of the Chancellors Club, Governors Club and Rams Club for over 20 years.

***Robbie Cox (term expires 2021)***

*Resident*

*6 Speyside Circle*

*Pittsboro, NC 27312*

Robert Cox earned his Bachelor of Arts degree from the University of Richmond and Ph.D. from the University of Pittsburgh. He is Professor Emeritus in the Department of Communication at the University of North Carolina at Chapel Hill where his principal research interests have been environmental and climate change communication, and strategic studies of environmental non-profit organizations. Dr. Cox recently edited the 4-volume reference work *Environmental Communication* (2016) and the *Routledge Handbook of Environment and Communication* (2015). His book *Environmental Communication* (2018, 5<sup>th</sup> edition) is the leading U.S. college textbook in the field and recently was translated into Chinese. Dr. Cox served three times as President of the U.S. Sierra Club and on the board of directors for Earth Echo International. He advises environmental non-profit groups, recently helping to design the Sierra Club's "Ready for 100" initiative, encouraging U.S. cities to transition to 100% renewable energy. He has

enjoyed hiking in the Himalayas, the southern Appalachian Mountains, and, in 2018, he completed a walk across northern England.

***Robert A. Enders, Jr., (term expires 2019)***

*48 Wickham Drive  
Pittsboro, NC 27288*

Robert Enders is a Hospital Chief Executive Officer with 30 years of progressive experience and an ongoing commitment to lead and manage organizational change and improvement. He received his master's Degree in Healthcare Administration from the Medical College of Virginia/VCU, Richmond, Virginia. Mr. Enders has held Executive positions in not-for-profit Hospitals and Medical Centers. Currently, he is the President of Chatham Hospital, a 25-bed, rural, not-for-profit, critical access hospital, owned by the UNC Health Care System. Mr. Enders has been active in Chatham County Community involvement, having served as a Board Member on the Chatham County Chamber of Commerce; Board Member of the Chatham County Economic Development Corporation; Board Member for the Chatham County United Way; and a member of the Chatham County Rotary Club. He is a Fellow of the American College of Healthcare Executives.

***Matt Ewend, M.D., FACS (term expires 2020)***

*2100 N. Lakeshore Drive  
Chapel Hill, NC 27514*

Dr. Matthew Ewend is the President of UNC Physicians and has responsibility for the overall physician enterprise of UNC Health Care System, a statewide network of 10 hospitals and more than 1,900 employed physicians across more than 600 practices. He also serves as UNC Health Care's Chief Quality and Value Officer and is charged with planning and leading UNC's quality improvement and population health initiatives. In addition, Dr. Ewend is Chair of the Department of Neurosurgery at the UNC School of Medicine. He joined the faculty in 1997 after completing medical school, neurosurgery residency, and a brain tumor fellowship at The Johns Hopkins School of Medicine and The Johns Hopkins Hospital. Dr. Ewend's clinical interests center on endoscopic and minimally invasive treatment of brain tumors, especially pituitary tumors, skull base tumors, and metastases. His research interest centers on developing neuro-stem cell based therapies for treatment of brain tumors.

***Valerie Crofton Harris (term expires 2020)***

*45 Pine Forest Drive*

*Siler City, NC 27344*

Valerie Crofton-Harris received a Bachelor of Science degree in Psychology from Duke University in Durham, NC in 1984 and a Master of Science degree in Health Policy and Administration from UNC-Chapel Hill in 1987. She served as the Director of Provider Relations and Contracting with Maxicare of North Carolina, as well as a Health Care Contracting Consultant for clients such as the NC Department of Correction, Wellpath of North Carolina, MDI Healthcare and CIGNA. Most recently, Ms. Crofton-Harris has served in a management capacity at Welford Harris Ford. Her board experience includes Chatham Charter School, Boys and Girls Club Advisory Board and the Boys and Girls Club Corporate Board.

***Kelly Mackay (term expires 2021)***

*240 Leigh Farm Rd., Suite 100*

*Durham, NC 27707*

Kelly Mackay earned her law degree from UNC-Chapel Hill in 1993. Currently, she is a Managing Member at the Law Office of Walker Lambe, PLLC, in Durham, NC. Her areas of practice focus on General Business, Corporate, Corporate Sustainability and Commercial Real Estate. Ms. Mackay is the 14<sup>th</sup> Judicial District President of the North Carolina State Bar and a member of the Durham County Bar and the North Carolina Bar Association. She has been an active contributor to the Wake Forest Chamber of Commerce and has served as its Chairman of the Board of Directors. She is currently serving as President of the Durham County Bar Association and on the Local Board of Advisors for North State Bank. Ms. Mackay has been active in her community with her work through Hoops for Wake Forest, Kiwanis Club, American Business Women's Association and the Anthony J. Trentini Scholarship Foundation. She has also been recognized by the NC Pro Bono Honor Society, an honor given to NC attorneys who have given substantial and valuable legal contributions to the state of North Carolina.

***Stanley Robert Mandel, M.D., FACS (term expires 2019)***

*Resident*

*3000 Galloway Ridge Rd, Apt. K108*

*Pittsboro, NC 27312*

Dr. Mandel received his M.D. at the University of Virginia, School of Medicine, Charlottesville, VA in 1962. He then completed an Internship and first year Residency at Duke University Medical Center. In 1964, Dr. Mandel returned to the University of Virginia Medical Center to complete his residency in surgery, earning an M.S. in Surgery, and culminating in the position of Chief Resident, Thoracic-Cardiovascular Surgery. Dr. Mandel began his tenure at the University of North Carolina Medical School, Department of Surgery, in 1969, where he served in several positions. Dr. Mandel most recently served the UNC Medical Center as Medical Director, University of North Carolina Hospitals Operating Rooms. He has also held the position of global medical director for Teleflex Corporation. Dr. Mandel is associated with many professional societies, both medical and academic. He has served on a multitude of committees for University of North Carolina, State of North Carolina, as well as nationally.

***Marva Price (term expires 2021)***

*85 Ferrington Post*

*Pittsboro, NC 27312*

Marva Price received the Bachelors of Science in Nursing from North Carolina A&T State University, Greensboro. She received the Masters and Doctorate in Public Health from University of North Carolina, Chapel Hill, including a post-master's certificate in Family Nurse Practitioner. In addition, she completed the post-masters in nursing at the University of Washington, Seattle. Currently, Marva is an Associate Professor Emeritus at the Duke University School of Nursing, which was followed by associate professor and program director at the UNC School of Nursing. Marva served terms appointed by Governor Beverly Perdue and Governor Pat McCrory to the North Carolina State Public Health Commission and the Mining and Energy Commission (currently Oil and Gas Commission). She served on a three-county mental health board (which included Chatham county), and she served on the Carolina Meadows continuing care retirement community's executive board and health committee. In addition, she is a former health director for the Chatham County Health Department. Marva and her husband Eddie Price, former Chatham County principal and central office consultant, live in Ferrington Village. They have two adult daughters, LeShawndra, a research scientist at the National Institutes of Health in Maryland, and Lebbonee, who is a strategic partner manager for Google, San Francisco.

There is not any professional service firm, association, trust, partnership or corporation, in which the Executive Director, management staff or any member of the Board of Directors has a 10 percent or greater interest in and which it is presently intended shall currently or in the future provide goods, leases or services to Galloway Ridge or to residents of Galloway Ridge, of an aggregate value of \$500 or more within any year. Further, there is not any professional service firm, association, trust, partnership or corporation that currently provides any goods, leases or

services of an aggregate value of \$500 or more within any year to Galloway Ridge or to the residents of Galloway Ridge that has a 10% or greater interest in any officer, Board member or management staff including the Executive Director.

No Officer, Director or management staff of the Community (i) has been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable or enjoined in a civil action by final judgment for a felony or civil action involving fraud, embezzlement, fraudulent conversion, or misappropriation of property; or (ii) is subject to a currently effective injunction or restrictive court order, or within the past five years, has had any State or Federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, where such order or action arose out of or related to the business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for aged, or facility subject to Section 58-64 of the North Carolina General Statutes, or similar law in another state. We are not aware of any actions (as defined) against any person (as defined) requiring disclosure.

## EXECUTIVE AND MANAGEMENT TEAM

### **Robert Zimmer, Executive Director/Chief Executive Officer:**

Mr. Zimmer joined Galloway Ridge in December 2011 as Chief Financial Officer and became Executive Director in December 2014. Mr. Zimmer is responsible for the day to day operations of the community including financial oversight, human resources as well as resident and healthcare services. Mr. Zimmer has over 25 years of experience in non-profit management. Previous roles include Fiscal Services Manager for the Catholic Diocese of Raleigh; Chief Financial Officer for the North Carolina Museum of Life and Science; and Chief Operating Officer for the Durham Chamber of Commerce. He holds Bachelor of Arts and Master of Business Administration degrees from the University of Dallas.

### **Adam T. Melton, Associate Executive Director and Senior Director of Healthcare Services:**

Mr. Melton joined Galloway Ridge in June 2016 with vast experience in healthcare administration and work in Life Plan Communities. Mr. Melton has over a decade of experience as a Nursing Home Administrator, both in the profit and non-profit sectors of the long term care industry. Mr. Melton was awarded a Bachelor of Arts degree in Communication Studies with a concentration in Rhetorical Studies from the University of North Carolina, Chapel Hill. Mr. Melton is responsible for the operations management and financial performance of healthcare services that include the Arbor Health Center, the UNC Clinic and Home Care services, ensuring regulatory compliance with State and Federal laws. Mr. Melton also serves as the community's compliance officer and assists the Executive Director with the overall operations of the Community.

### **Heather Banta, Senior Director of Facilities Operations:**

Ms. Banta joined the Galloway Ridge leadership team in February 2017. She has more than 15 years of experience overseeing regulatory compliance during routine operational activities, as well as throughout construction and renovation projects. Ms. Banta is responsible for all maintenance, grounds management, construction projects, emergency management, security, housekeeping, laundry, and porter services. Ms. Banta obtained a Bachelor of Science degree in Biological Sciences from James Madison University and a Master's degree in Public Health, with a concentration in Environmental and Occupational Health, from Emory University. She is certified through the Board of Certified Safety Professionals as an Associate Safety Professional and is a member of the American Society of Safety Engineers.

### **Dana Boylan-Walker, Senior Director of Finance:**

Ms. Boylan-Walker joined the leadership team of Galloway Ridge in March 2015. She brings 20 years of non-profit financial management experience to the company. Before Galloway Ridge, Ms. Boylan-Walker served as Chief Operating Officer for the Guilford County Partnership for Children. Ms. Boylan-Walker obtained her Bachelor of Science in Accounting from NC A&T

State University and also holds a Master of Business Administration from Pfeiffer University. She is responsible for managing the financial risk, financial planning, financial reporting and the analysis of financial data for Galloway Ridge.

**Missy Johnson, Senior Director of Marketing and Sales:**

Ms. Johnson joined the marketing and sales team at Galloway Ridge in 2013 and was promoted to Director in 2016. She brings over 25 years of experience in gerontology and marketing to her current leadership position. While earning her Masters of Developmental Psychology and a Certificate of Gerontology from University of Georgia, Ms. Johnson focused on research and development for successful aging and cognitive aging. She has worked in a variety of healthcare settings, including behavioral health, assisted living, and Life Plan communities. Ms. Johnson is responsible for all marketing, sales and advertising of Galloway Ridge.

**Brad Moore, Ph.D., Senior Director of Technology Innovation**

Dr. Moore joined the Galloway Ridge leadership team in September 2017. He has over a decade of experience in software development, scientific research, and information technology. He holds a Master of Science in Computer Science from The Ohio State University and a Ph.D. in Computational Biology and Bioinformatics from Duke University. He is responsible for the IT infrastructure at Galloway Ridge, including: network and servers, workstations, resident community internet and TV, business applications (e.g. MS Office, PointClickCare EMR, Paylocity payroll, resident portal). Dr. Moore is also responsible for IT security and compliance, including PCI and HIPAA/HITECH, as well as being responsible for identifying, implementing, and supporting new and innovative technologies for Galloway Ridge residents.

**Scott Richardson, Senior Director of Resident and Community Engagement:**

Mr. Richardson joined the Galloway Ridge leadership team in September 2017. He has over 20 years of experience in the senior industry, most of which has been operations and resident services. Mr. Richardson currently oversees the departments of Life Enrichment, Wellness, Resident Services, The Duke Center for Living and Community Engagement. Mr. Richardson holds a degree in Sports Management as well as certifications as a Certified Aging Services Professional (CASP), from North Texas University and LeadingAge and as a Certified Dementia Practitioner (CDP), from the National Council of Certified Dementia Practitioners. He is also an alumni of LEAD Historic Triangle, a Greater Williamsburg Chamber leadership program and the LeadingAge Leadership Academy.

**Kathy Turner, Senior Director of Human Resources:**

Ms. Turner joined the Galloway Ridge leadership team in 2011. She comes with over 25 years of diversified experience in Human Resources, serving in various leadership roles.

Ms. Turner's professional career also includes experience in all facets of Human Resources including Employee Relations, Performance Management, Strategic Workforce Planning,



Succession Management, Employment Law and Compliance, Health, Safety, Benefits and Compensation. Ms. Turner earned her Bachelor of Science degree in Business Administration and Economics from the University of North Carolina in Greensboro. She holds the designation of Senior Professional Human Resources (SPHR) from the Human Resources Certification Institute and the SHRM Senior Certified Professional designation from the Society of Human Resource Management.. Ms. Turner's responsibilities include employment, recruitment, retention and employee relations and development.

**Sandra Haggins, Director of Nursing/Administrator:**

Ms. Haggins began working at Galloway Ridge as the Director of Nursing and Clinical services in March 2015. She received her Associates Degree in Nursing, in 1997, from Robeson Community College, Lumberton, NC. She has held the position of Director of Nursing for over 17 years, in both profit and non-profit organizations. In 2018 Ms. Haggins received licensure for Nursing Home Administration. She is currently functioning as the Arbor Administrator and Director of Clinical Services. With over 22 years in the Healthcare industry she is responsible for maintaining regulatory compliance to all state and federal guidelines and managing day to day operations of the Arbor Health Center, Clinic Services, and Home Care department, with a committed focus on quality assurance, customer satisfaction, and staff development and retention.

**David Voelz, Director of Culinary/Executive Chef:David Voelz CEC, CCA, CWPC, CDM, CFPP, FMP, FSWC** went to work in a restaurant as soon as he was able. During high school he worked his way through kitchens with a variety of cuisines. At age 20, he landed his first Executive Chef position. In addition to working as a chef and co-owning a restaurant, Chef Voelz graduated from the Culinary Technology Program at Wake Technical Community College in Raleigh, NC. After culinary school he embarked on a journey to experience many different facets of the food service business. Chef Voelz has worked in a hotel, country clubs, a private business club, a hospital, food courts as well as private and chain restaurants. Chef Voelz is actively involved in the ACF Raleigh-Durham Area Chef's Association where he currently serves as president of the local chapter. He is also an approved Culinary Evaluator and volunteers his time to proctor practical exams for fellow chefs seeking certification through the ACF.

## **OTHER MANAGEMENT AND CONSULTING SERVICE PROFESSIONALS**

### **Duke University Health System and/or its affiliates ("Duke")**

Duke provides management services for the Duke Center for Living and a standalone primary care clinic.

### **University of North Carolina at Chapel Hill ("UNC")**

The University of North Carolina at Chapel Hill's Division of Geriatric Medicine in the Department of Medicine in its School of Medicine ("UNC") manages the Community's health care clinic via staffing by UNC medical professionals and employs the Medical Director for the Community.

### **Other Legal and Financial Consulting Professionals**

Galloway Ridge's primary legal and financial consultants are as follows:

#### **Womble Bond Dickinson (US) LLP**

Legal Counsel  
One West Fourth Street  
Winston-Salem, North Carolina 27101  
Attention: David P. Broughton, Esquire

#### **Dixon Hughes PLLC**

Auditors and Financial Consultants  
2501 Blue Ridge Road, Suite 200  
Raleigh, North Carolina 27607  
Attention: Donald McNeill

#### **BB&T Capital Markets**

Financial Advisors  
A Division of Scott & Stringfellow, LLC  
909 East Main Street, 8th Floor  
Richmond, Virginia 23219  
Attention: John Franklin

#### **SunTrust Bank**

1414 Raleigh Road, Suite 120  
Chapel Hill, North Carolina 27517  
Attention: Chandler Burns

#### **Hamilton Point Investment Advisors, LLC**

100 Timberhill Place, Suite 120  
Chapel Hill, North Carolina 27514  
Attention: Rick Woods

## **RESIDENTS COUNCIL**

The Community has formed a Residents Council with representation from various areas of the Community. The Residents Council acts in an advisory capacity to the management and staff of the Community and serves to facilitate the exchange of ideas between the Residents and the Community. Management of the Community holds periodic meetings with the Residents Council and the residents to discuss policies, programs, services, financial information and other issues and information. A copy of the most recently approved Disclosure Statement, including both audited and unaudited financial statements, is placed in the Community's library and is available to residents.

## **FACILITY INFORMATION**

The Community is located on approximately 67 acres within the Fearington Village Planned Unit Development, a picturesque community located just south of Chapel Hill in Pittsboro, North Carolina. The University of North Carolina, Duke University, North Carolina Central University, North Carolina State University and the Research Triangle Park are just a short distance from Fearington Village.

Including the expansion completed in May 2012, the Community currently has 300 independent living units (including 248 apartments and 52 villas), as well as a Health Center (the "Arbor") which consists of 51 assisted living beds (including 36 private or semi-private adult care home beds and 15 memory care beds), 14 multi-unit assisted housing with services (MUAHS) beds and 40 skilled nursing facility (SNF) beds. Occupancy in both the existing and expansion phases at Galloway Ridge reached 90% in December 2013. Occupancy remained above 90% throughout 2014. Galloway Ridge declared stabilized occupancy for the independent living units on April 29, 2015. Occupancy continues to remain above 90%. As of May 29, 2019 there were 483 residents at the Community.

Effective as of April 2, 2016, the Community is a tobacco-free community pursuant to a tobacco-free policy adopted by the Board of Directors of the Provider.

## **ADMISSION AND RESIDENCY REQUIREMENTS / POLICIES**

### **A. Residency Policy**

The resident must be capable of meeting the requirements of occupancy, including that the resident (i) has reached the age of 62; (ii) is in sufficiently good health to be capable of occupying a residence, with or without reasonable accommodation or reasonable modification; and (iii) has sufficient assets and income to pay the Entrance Fee. After payment of the Entrance Fee, the resident must have sufficient financial resources to permit payment of the Monthly Fee plus other personal expenses which may be reasonably expected, to pay for the costs of Health Center services, and to meet anticipated increases in the cost of living and increases in the Monthly Fee. A copy of the complete Residency Policy is available for review in the Community's Marketing Office.

### **B. Residence and Care Agreements**

At the time the resident makes application for residency at the Community, the resident will sign a Residence and Care Agreement to reserve the residence selected. In order to reside at the Community for life, subject to the Residence and Care Agreement, the resident will pay an Entrance Fee and a monthly fee. A portion of the Entrance Fee (deposit) is paid at the time the resident signs the Residence and Care Agreement. The remaining balance of the Entrance Fee will be paid upon the earlier of (i) occupancy or (ii) 90 days after the Residence and Care Agreement is executed.

The current Entrance Fee amounts (and five year historical Entrance Fees) are included in tables at the end of the main body of this Disclosure Statement.

The Community currently offers three forms of Residence and Care Agreements: a 90% Return-of-Capital™ Plan, a 75% Return-of-Capital™ Plan, and a Traditional Plan (See Exhibits F through H of this Disclosure Statement). The difference between the 90% Return-of-Capital™, the 75% Return-of-Capital™, and the Traditional Plans is the amount of the Entrance Fee paid upon admission, and the amount of the repayment a resident (or resident's estate) is entitled to after a resident assumes occupancy at the Community as described in Section 7.2 of the Residence and Care Agreements.

### **C. Repayment of the Entrance Fee**

1. **Non-acceptance.** If not accepted for residency, the portion of the Entrance Fee paid by a prospective resident will be repaid, without interest, within 30 days of notice of non-acceptance. All admission decisions of the Community are final and not subject to appeal.

2. **Right of Rescission Period.** In accordance with North Carolina laws and regulations, a resident has the right to rescind the Residence and Care Agreement within 30 days following the later of (i) his/her execution of the Residence and Care Agreement; or (ii) the receipt of a Disclosure Statement. If a resident rescinds the Agreement, the portion of the Entrance Fee paid by the resident will be repaid without interest within 30 days of our receipt of resident's written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at the resident's request, if any, and which are set forth in a separate addendum to the Agreement. The resident will not be required to move into the Community before expiration of the 30 day rescission period.

3. **Cancellation Prior to Occupancy Due to Death or Change in Condition.** If prior to occupancy a resident is precluded from occupying the Residence due to death, illness, injury, incapacity or a substantial change in physical, mental or financial condition, the Agreement will automatically cancel upon our receipt of written notice of such event. We will return to resident or resident's legal representative, without interest, the portion of the Entrance Fee paid within 60 days of our receipt of written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at resident's request, if any, and which are set forth in a separate addendum to the Agreement.

4. **Cancellation Prior to Occupancy for Other Reasons.** If prior to occupancy the resident wishes to cancel the Agreement for a reason other than those set forth in Sections 7.1.1, 7.1.2, or 7.1.3 of the Residence and Care Agreement, the resident must give us written notice of cancellation by registered or certified mail. Upon our receipt of your written notice, the Agreement will be cancelled, and we will attempt to obtain a new resident for the Residence. In such event, upon occupancy of the Residence by the new resident, and within 30 days of our receipt of the Entrance Fee paid by the new resident, we will remit to resident or resident's legal representative, without interest, the portion of the Entrance Fee paid to us, less a non-refundable fee consisting of: (i) 1% of the total Entrance Fee as specified in the Agreement and (ii) an

amount equal to any charges specifically incurred by us at resident's request, if any, and which are set forth in a separate addendum to the Agreement.

5. **Cancellation After Occupancy.** After occupying the Residence, should the resident (the survivor if there are two residents) die or cancel the Residence and Care Agreement, repayment of the Entrance Fee will be as follows:

(a) 75% Return-of-Capital™ Residence and Care Agreement (see Exhibit F to this Disclosure Statement): Under the 75% Return-of-Capital™ Residence and Care Agreement, during the first twelve (12) months of occupancy, we will remit to the resident or the resident's estate the Entrance Fee paid, without interest, less 1% of the Entrance Fee paid and less 2% of the Entrance Fee paid per month for each month or partial month of occupancy. After twelve (12) months of occupancy, we will remit to the resident or the resident's estate an amount equal to 75% of the Entrance Fee, without interest. Any repayment will be made upon occupancy of the Residence by a new resident and within 30 days of our receipt of the Entrance Fee paid by the new resident.

(b) 90% Return-of-Capital™ Residence and Care Agreement (see Exhibit G to this Disclosure Statement): Under the 90% Return-of-Capital™ Residence and Care Agreement, during the first five (5) months of occupancy, we will remit to the resident or the resident's estate the Entrance Fee paid, without interest, less 2% of the Entrance Fee paid per month for each month or partial month of occupancy. After five (5) months of occupancy, we will remit to the resident or the resident's estate an amount equal to 90% of the Entrance Fee, without interest. Any repayment will be made upon occupancy of the Residence by a new resident and within 30 days of our receipt of the Entrance Fee paid by the new resident.

(c) Traditional Residence and Care Agreement (see Exhibit H to this Disclosure Statement): Under the Traditional Residence and Care Agreement, during the first forty-eight (48) months of occupancy, we will remit to the resident or the resident's estate the Entrance Fee paid, without interest, less four percent (4%) of the Entrance Fee paid and less 2% of the Entrance Fee paid per month for each month or partial month of occupancy. After 48 months of occupancy, the entire Entrance Fee will be considered earned by us, and no portion of the Entrance Fee will be repayable to the resident or the resident's estate. Any repayment will be made upon occupancy of the Residence by a new resident and within 30 days of our receipt of the Entrance Fee paid by the new resident.

6. **Cancellation by Us.** Upon 30 days written notice to the resident or resident's legal representative, we may cancel the Residence and Care Agreement at any time on the following grounds, which shall be determined by us in our sole discretion:

- a. Resident does not comply with the terms of the Residence and Care Agreement or the Community's procedures, covenants, rules, regulations, or policies; or

- b. Resident misrepresents himself or fails to disclose information during the admissions process; or
- c. Resident fails to make payment to us of any fees or charges due us within 60 days of the due date; or
- d. Resident's health status or behavior constitutes a substantial threat to the health or safety of resident, other residents, or others, including Resident's refusal to consent to relocation, or would result in physical damage to the property of others; or
- e. Resident's physical or mental condition cannot be cared for in the Community Health Center within the limits of the Community's license.

Cancellation by us occurs only as a last resort, after it becomes clear to us that cancellation is necessary, and after the resident or the resident's legal representative/ responsible party has an opportunity to be heard. Upon cancellation of the Agreement, any Monthly Fees paid in advance are pro-rated and an appropriate repayment is made. If cancellation occurs by us, any repayment of the Entrance Fee would be computed on the same basis as if the resident gave notice of cancellation after occupancy (see "Cancellation After Occupancy" above).

**D. Insurance Criteria**

The Residence and Care Agreement requires that the resident maintain Medicare Part A, Medicare Part B and one supplemental health insurance policy or equivalent insurance coverage acceptable to us.

**E. Payment of a Monthly Fee**

The resident is required to pay a Monthly Fee to the Community by the 15th day of each month. If there are two residents, a second person Monthly Fee will also be paid. The Monthly Fees are paid to provide the services and amenities described in the Residence and Care Agreement and to meet the costs of the expenses associated with the operation of the Community. We may increase the Monthly Fee upon 60 days written notice to the residents if we deem it necessary in order to meet the financial needs of the Community and to provide the services to the residents. The current Monthly Fee amounts are included in the tables at the end of the main body of this Disclosure Statement.

**F. Health Center Services**

Each continuing care resident is entitled to receive care in the Health Center (to receive assisted living services, memory care, or skilled nursing care), pursuant to the terms of the Residence and Care Agreement, at no extra charge, except for the costs of additional meals, physician services and ancillary health services and supplies, as outlined in Section 4 of the Residence and Care Agreement. If it is determined that the resident requires permanent care in a Health Center, the resident may be required to surrender his or her residence for occupancy by someone else.

**G. Relocation/Moves**

We reserve the right to relocate a resident to a different residence or a higher level of care after consultation with the resident, resident's family and attending physician if, in our sole

discretion, it is determined that such a move should be made for the benefit of the resident or for the proper operation of the Community or to meet the requirements of law.

#### **H. Provisions for New Second Resident**

No person other than the resident may occupy the residence without our written approval. If a second person, who is not a party to the Residence and Care Agreement, wishes to become a resident of the Community, that person's acceptance will be in accordance with the current admission policies. An Entrance Fee as determined by the Community will be paid upon admission. In addition, each month the then-current Monthly Fee for second persons will be paid. If the second person does not meet the requirements for residency, he or she will not be permitted to occupy the residence for more than 30 days, except with our written approval.

Should the resident marry a person who is also a resident of the Community and should they decide to occupy one residence, they must declare which residence will be occupied and which residence will be surrendered. The repayment due to the surrendered residence will be as described above. Each month, the then-current Monthly Fee for second persons shall be paid.

#### **I. Financial Assistance**

Financial assistance may be available to existing continuing care residents who live at the Community under a life care Residence and Care Agreement. To be eligible for such financial assistance, the resident cannot impair his/her ability to meet his/her financial obligations by transfer of assets other than to meet ordinary and customary living expenses or by not maintaining Medicare Part A, Medicare Part B, supplemental insurance or other health insurance as outlined in the Residence and Care Agreement. Financial assistance funds are available as long as providing financial assistance does not impair our ability to operate the Community on a sound financial basis for the benefit of all residents.

We do not offer financial assistance to non-continuing care residents who are admitted under an MUAHS Agreement.

#### **J. Tax Deductions/Medical Expense Deduction**

The signing of the Residence and Care Agreement and payment of the Entrance Fee and Monthly Fee gives rise to certain unique tax considerations. The discussion below outlines the process which will be utilized to determine the percentage of the Entrance Fee and Monthly Fee that the resident may choose to deduct as a medical expense. Each resident is advised to consult with his/her personal tax advisor regarding the tax consequences associated with becoming a resident of the Community. We are not a tax advisor and disclaim any responsibility for any tax advice relating to your becoming a resident of the Community.

All deductions are of course subject to limitations imposed by the Internal Revenue Code of 1986, as amended. Each year, we will provide residents with a percentage of the prior year's Monthly Fee that has been determined to be attributable to operation of the Health Center. It is advisable that residents seek the advice of their tax counsel before taking this deduction.

## SERVICES AND AMENITIES

### A. Services and Amenities Available for the Monthly Fee

Pursuant to the terms of the Residence and Care Agreement, residents are eligible to receive the following standard services and amenities for payment of the Monthly Fee:

- Weekly standard housekeeping services to the residence.
- Weekly in-home linen service.
- Social, cultural, educational, recreational and spiritual activities designed to stimulate and support your overall physical, spiritual and emotional well-being. You are encouraged to join in such activities as you find appealing.
- A set number of meal points each month sufficient for one meal per day per resident. Meal points may be used in accordance with our meal points program.
- Meal delivery to your residence.
- Unassigned surface parking for your use.
- Each residence and all common areas of the Community are equipped with an emergency call system which is monitored 24-hours per day to summon emergency aid.
- For your comfort and safety, we will provide security services for the Community at large, as well as basic grounds keeping and maintenance for common areas.
- Water, heat, electricity, sewer service, air conditioning in the residence, and trash removal from central locations. At our discretion, we may offer Community-wide wireless internet access.
- The residence is pre-wired for telephone installation. Arranging for telephone services and payment of any charges for such service is your responsibility.
- Dining rooms, cafe, auditorium, social and activities rooms, and other Community facilities. Such other facilities include, the Community's fitness center, which includes a lap pool, whirlpool, exercise track and equipment, aerobics facilities, and massage area. Private dining rooms can be reserved by residents. All common areas are smoke-free environments.
- The residence is pre-wired for cable television service, and basic cable television service is included in your Monthly Fee. Arranging for any additional television service beyond basic cable and payment of charges for such additional service is your responsibility.
- Wall-to-wall carpeting, clothes washer and dryer, kitchen appliances consisting of refrigerator/freezer with icemaker, oven/range, dishwasher, garbage disposal and microwave oven with built-in exhaust hood, and other permanent fixtures in the Residence. All other furnishings shall be provided by you and shall remain your personal property. Furnishings and appliances in the residences shall be subject to inspection and approval to ensure the safety of residents. Exterior furnishings shall be subject to Galloway Ridge's policies and procedures. No physical changes may be made to a residence without the prior written approval of Galloway Ridge.



- Building janitorial staff and maintenance of buildings, grounds, and residences, and all necessary (as determined by us) repairs, maintenance and replacement of property and equipment owned by us, including provided appliances.
- A centralized mail area for the delivery of your mail by the U.S. Postal Service.
- (Apartment residents only) A small storage area away from the Residence to store non-perishable and non-hazardous materials and other items not required for daily living. These storage areas may or may not be on the same floor as the Residence.

**B. Services and Amenities Available for an Extra Charge**

The following supplemental services and amenities are also available to residents for an extra charge:

- Additional meals over those provided in consideration for the Monthly Fee.
- Additional housekeeping beyond that provided for the Monthly Fee, including but not limited to unusually heavy housekeeping required due to your failure to maintain the Residence in a clean and orderly condition at all times.
- Covered parking spaces will be available and assigned on a limited basis, first come first served.
- At our sole discretion, satellite television may be available for an Extra Charge.
- Unscheduled personal transportation services.
- Other services as may be provided from time to time.

## ESTIMATED OCCUPANCY FOR 2019

### Independent Living:

Total Number of residents:	407
Number of residences occupied:	298
Total number of residences available:	314

### Health Center:

Total number of residents:	75
Number of beds occupied:	75
Total number of beds available:	91

## RESERVES, ESCROW AND FINANCIAL INFORMATION

Construction of the Community commenced in November 2003 following the closing of a \$95 million bank loan. In July, 2006, the original bank loan was refinanced with another bank loan in the principal amount of \$44 million. In October 2010, Galloway Ridge obtained bond financing to refinance its bank debt and to develop and construct Phase II projects.

### **A. Financial Statements**

The following financial statements for Galloway Ridge are included as exhibits to this Disclosure Statement:

- Fiscal Year 2018 Audited Financial Statements (see Exhibit A)
- Unaudited Financial Statements for the period ending March 31, 2019 (see Exhibit C)

Included with the financial statements are a summary and narrative explanation of the material differences between (i) the forecasted financial statements (Balance Sheet, Statement of Operations, and Statement of Cash Flow) filed pursuant to G.S. 58-64-20 as a part of the disclosure statement recorded most immediately subsequent to the start of Galloway Ridge's most recently completed fiscal year and (ii) the actual results of operations during that fiscal year.

**B. Five-year Projection**

A projection of Galloway Ridge’s financial statements over the next five years, including pertinent assumptions, is included as an exhibit to this Disclosure Statement (see Exhibit B).

**C. Reserves and Trusts**

**1. Reserves.** North Carolina law requires continuing care retirement communities (“CCRCs”) such as Galloway Ridge to maintain operating reserves equal to 50% of the total operating costs in a given year if the CCRC has occupancy as of a certain date of less than or equal to 90%, or 25% of such total operating costs if occupancy as of a certain date exceeds ninety percent (90%) of the community’s capacity. This law provides security to residents that the community will be able to meet its contractual obligations to provide continuing care. In accordance with North Carolina state law, Galloway Ridge maintains an operating reserve equal to 25% of Galloway Ridge’s total operating costs forecasted for the 12-month period following the period covered by the most recent disclosure statement filed with the North Carolina Department of Insurance. In accordance with North Carolina General Statute Section 58-64-33, the operating reserve may be funded by cash, invested cash, or investment grade securities, including bonds, stocks, US Treasury obligations, or obligations of U.S. government agencies. In accordance with state requirements, as of December 31, 2018, Galloway Ridge must maintain a minimum operating reserve of \$5,698,315.

**2. Investment of Reserves and Escrows.** Galloway Ridge’s funds, including the operating reserve, Charitable Fund, and other charitable contributions to Galloway Ridge noted above, are administered by the Senior Director of Finance of Galloway Ridge, with oversight by the Audit and Finance Committee of the Board of Directors as well as the Board itself, and all funds are subject to the policies and procedures established by the Board.

The operating reserve is managed by Hamilton Point Investment Advisors of Chapel Hill, NC and on deposit with Fidelity Investments and is reflected on the balance sheet under Assets as Limited to Use. Charitable Fund assets are partially on deposit with SunTrust with the remainder managed by Hamilton Point and invested with Fidelity Investments.

## FEE TABLES

The following tables set out the current monthly fee, current per diem rates of charge for care in the Health Center, the average increase in monthly fee and per diem rates for the past five years, and the current and five year historical entrance fee amounts for Galloway Ridge. Monthly fees are adjusted annually, effective January 1.

### Monthly Fee Tables (Effective as of January 1, 2019)

Type of Residence	2015	2016	2017	2018	2019
	**Second Person Monthly Fee is an additional \$1,108/month	**Second Person Monthly Fee is an additional \$1,138/month	** Second Person Monthly Fee is an additional \$1,171/month	**Second Person Monthly Fee is an additional \$1,206/month	**Second Person Monthly Fee is an additional \$1,241/month
<b>Apartments</b>					
Barnsley 1 bedroom, 1 ½ bath	\$2,746	\$2,822	\$2,903	\$2,990	\$3,077
Barnsley Deluxe 1 bedroom, 1 ½ bath	\$2,858	\$2,937	\$3,022	\$3,113	\$3,203
Claremont 1 bedroom, den	\$3,471	\$3,566	\$3,669	\$3,779	\$3,889
Chelsea 1 bedroom	\$3,471	\$3,566	\$3,669	\$3,779	\$3,889
Kent 1 bedroom, 1 ½ bath	\$3,015	\$3,098	\$3,187	\$3,283	\$3,378
Somerset 1 bedroom, optional den	\$3,530	\$3,627	\$3,732	\$3,844	\$3,955

**Monthly Fee Tables**  
(Effective as of January 1, 2019)

<b>Type of Residence</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
	**Second Person Monthly Fee is an additional \$1,108/month	**Second Person Monthly Fee is an additional \$1,138/month	** Second Person Monthly Fee is an additional \$1,171/month	**Second Person Monthly Fee is an additional \$1,206/month	**Second Person Monthly Fee is an additional \$1,241/month
<b>Apartments</b>					
Marston 2 bedroom	\$3,851	\$3,957	\$4,071	\$4,193	\$4,315
Wycomb 2 bedroom	\$4,041	\$4,152	\$4,272	\$4,400	\$4,528
Sutton 2 bedroom den	\$4,366	\$4,486	\$4,616	\$4,754	\$4,892
Sutton II 2 bedroom, den	\$4,702	\$4,831	\$4,971	\$5,120	\$5,268
Abbey 2 bedroom, den	\$4,826	\$4,959	\$5,102	\$5,255	\$5,407
Abbey Deluxe 2 bedroom den	\$5,248	\$5,392	\$5,548	\$5,714	\$5,880
Windsor Standard 2 bedrooms, den	\$4,050	\$4,161	\$4,281	\$4,409	\$4,537
Windsor Plus 3 bedrooms	\$4,368	\$4,488	\$4,618	\$4,757	\$4,895
Windsor Deluxe 2 bedrooms, den, study	\$4,822	\$4,955	\$5,098	\$5,251	\$5,403

**Monthly Fee Tables**  
(Effective as of January 1, 2019)

<b>Type of Residence</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
	**Second Person Monthly Fee is an additional \$1,108/month	**Second Person Monthly Fee is an additional \$1,138/month	** Second Person Monthly Fee is an additional \$1,171/month	**Second Person Monthly Fee is an additional \$1,206/month	**Second Person Monthly Fee is an additional \$1,241/month
<b>Apartments</b>					
Oxford 2 bedrooms, optional den	\$4,684	\$4,813	\$4,952	\$5,101	\$5,249
Devon 2bedrooms	\$4,684	\$4,813	\$4,952	\$5,101	\$5,249
York 2 bedrooms, optional den	\$4,956	\$5,092	\$5,239	\$5,396	\$5,552
<b>Villas</b>					
Chelsea 1 bedroom, den	\$3,471	\$3,566	\$3,669	\$3,779	\$3,889
Exbury 2 bedroom	\$4,448	\$4,570	\$4,702	\$4,843	\$4,983
Abbotsford 2 bedroom, bonus room	\$4,520	\$4,644	\$4,778	\$4,921	\$5,064
Abbotsford Deluxe 2 bedroom, den and bonus room	\$5,208	\$5,351	\$5,506	\$5,671	\$5,835
Durham 2 bedroom, den	\$4,705	\$4,834	\$4,974	\$5,123	\$5,272

**Monthly Fee Tables  
(Effective as of January 1, 2019)**

<b>Type of Residence</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
	**Second Person Monthly Fee is an additional \$1,108/month	**Second Person Monthly Fee is an additional \$1,138/month	** Second Person Monthly Fee is an additional \$1,171/month	**Second Person Monthly Fee is an additional \$1,206/month	**Second Person Monthly Fee is an additional \$1,241/month
<b>Villas</b>					
Westbury 2 bedroom, den	\$5,133	\$5,274	\$5,426	\$5,589	\$5,751
Kensington 3 bedroom, bonus room	\$5,282	\$5,427	\$5,584	\$5,752	\$5,919
Chatham 2 bedrooms, den, bonus room	\$4,816	\$4,948	\$5,091	\$5,244	\$5,396

**Average Dollar Amount of Changes – Monthly Fee**

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Single Occupancy	\$144.23	\$114.09	\$127.00	\$131.00	\$131.00
Double Occupancy	\$181.23	\$144.09	\$160.00	\$166.00	\$166.00

**75% Return-of-Capital Entrance Fees**  
**(f/k/a "Plan C" or "75% Refundable")**

<b>Type of Residence</b>	<b>01/2015 – 12/2015</b>	<b>01/2016 – 12/2016</b>	<b>01/2017 – 12/2017</b>	<b>01/2018 – 12/2018</b>	<b>01/2019 – 12/2019</b>
	Second Person is an additional \$52,000	Second Person is an additional \$52,000	Second Person is an additional \$63,000	Second Person is an additional \$64,000	Second Person is an additional \$65,000
<b>Apartments</b>					
Barnsley 1 bedroom, 1 ½ bath	\$275,000	\$275,000	\$329,000	\$349,000	\$355,000
Barnsley Deluxe 1 bedroom, 1 ½ bath	\$299,000	\$299,000	\$361,000	\$384,000	\$392,000
Claremont 1 bedroom, den	\$345,000	\$345,000	\$416,000	\$442,000	\$451,000
Chelsea 1 bedroom	\$345,000	\$345,000	\$416,000	\$442,000	\$451,000
Kent 1 bedroom, 1 ½ bath	\$305,500	\$305,500	\$369,000	\$392,000	\$400,000
Somerset 1 bedroom, optional den	\$360,000	\$360,000	\$431,000	\$458,000	\$467,000
Marston 2 bedroom	\$370,000	\$370,000	\$447,000	\$474,000	\$483,000
Wycombe 2 bedroom	\$415,000	\$415,000	\$487,000	\$517,000	\$526,000
Sutton 2 bedroom, den	\$430,000	\$430,000	\$517,000	\$549,000	\$560,000
Sutton II 2 bedroom, den	\$470,000	\$470,000	\$565,000	\$600,000	\$613,000
Abbey 2 bedroom, den	\$490,000	\$490,000	\$588,000	\$624,000	\$637,000
Abbey Deluxe 2 bedroom, den	\$510,000	\$510,000	\$612,000	\$650,000	\$662,000



**75% Return-of-Capital Entrance Fees  
(f/k/a "Plan C" or "75% Refundable")**

<b>Type of Residence</b>	<b>01/2015 – 12/2015</b> Second Person is an additional \$52,000	<b>01/2016 – 12/2016</b> Second Person is an additional \$52,000	<b>01/2017 – 12/2017</b> Second Person is an additional \$63,000	<b>01/2018 – 12/2018</b> Second Person is an additional \$64,000	<b>01/2019 –</b> Second Person is an additional \$65,000
<b>Apartments</b>					
Windsor Standard 2 bedrooms, den	\$410,000	\$410,000	\$502,000	\$533,000	\$544,000
Windsor Plus 3 bedrooms	\$449,000	\$449,000	\$542,000	\$574,000	\$586,000
Windsor Deluxe 2 bedrooms, den, study	\$480,000	\$480,000	\$580,000	\$616,000	\$629,000
Oxford 2 bedrooms, optional den	\$480,000	\$480,000	\$580,000	\$616,000	\$6629,000
Devon 2 bedrooms	\$480,000	\$480,000	\$580,000	\$616,000	\$629,000
York 2 bedrooms, optional den	\$520,000	\$520,000	\$643,000	\$682,000	\$696,000
<b>Villas</b>					
Chelsea 1 bedroom, den	\$331,500	\$331,500	\$399,000	\$430,000	\$475,000
Exbury 2 bedroom	\$500,000	\$500,000	\$597,000	\$643,000	\$662,000
Abbotsford 2 bedroom, bonus room	\$555,000	\$555,000	\$710,000	\$659,000	\$731,000
Abbotsford Deluxe 2 bedroom, den and bonus room	\$590,000	\$590,000	\$760,000	\$705,000	\$782,000

**75% Return-of-Capital Entrance Fees  
(f/k/a "Plan C" or "75% Refundable")**

<b>Type of Residence</b>	<b>01/2015 – 12/2015</b>	<b>01/2016 – 12/2016</b>	<b>01/2017 – 12/2017</b>	<b>01/2018 – 12/2018</b>	<b>01/2019 –</b>
	Second Person is an additional \$52,000	Second Person is an additional \$52,000	Second Person is an additional \$63,000	Second Person is an additional \$64,000	Second Person is an additional \$65,000
<b>Villas</b>					
Durham 2 bedroom, den	\$540,000	\$540,000	\$650,000	\$701,000	\$722,000
Westbury 2 bedroom, den	\$650,000	\$650,000	\$785,000	\$845,000	\$870,000
Kensington 3 bedroom, bonus room	\$870,000	\$870,000	\$1,051,000	\$1,133,000	\$1,166,000
Chatham 2 bedrooms, den, bonus room	\$663,000	\$663,000	\$800,000	\$862,000	\$888,000

**90% Return-of-Capital Entrance Fees  
(f/k/a "Plan B" or "90% Refundable")**

<b>Type of Residence</b>	<b>01/2015 – 12/2015</b>	<b>01/2016 – 12/2016</b>	<b>01/2017 – 12/2017</b>	<b>01/2018 – 12/2018</b>	<b>01/2019–</b>
	Second Person is an additional \$64,000	Second Person is an additional \$64,000	Second Person is an additional \$75,000	Second Person is an additional \$77,000	Second Person is an additional \$79,000
<b>Apartments</b>					
Barnsley 1 bedroom, 1 ½ bath	\$335,000	\$335,000	\$393,000	\$419,000	\$426,000
Barnsley Deluxe 1 bedroom, 1 ½ bath	\$368,000	\$368,000	\$432,000	\$461,000	\$470,000
Claremont 1 bedroom, den	\$425,000	\$425,000	\$498,000	\$530,000	\$541,000
Chelsea 1 bedroom	\$425,000	\$425,000	\$498,000	\$530,000	\$541,000
Kent 1 bedroom, 1 ½ bath	\$375,000	\$375,000	\$441,000	\$470,000	\$480,000
Somerset 1 bedroom, optional den	\$440,000	\$440,000	\$516,000	\$549,000	\$561,000
Marston 2 bedroom	\$455,000	\$455,000	\$534,000	\$568,000	\$580,000
Wycombe 2 bedroom	\$490,000	\$490,000	\$582,000	\$620,000	\$632,000
Sutton 2 bedroom, den	\$530,000	\$530,000	\$619,000	\$659,000	\$672,000
Sutton II 2 bedroom, den	\$575,000	\$575,000	\$675,000	\$720,000	\$735,000
Abbey 2 bedroom, den	\$600,000	\$600,000	\$703,000	\$749,000	\$764,000

**90% Return-of-Capital Entrance Fees  
(f/k/a "Plan B" or "90% Refundable")**

<b>Type of Residence</b>	<b>01/2015 – 12/2015</b>	<b>01/2016 – 12/2016</b>	<b>01/2017 – 12/2017</b>	<b>01/2018 – 12/2018</b>	<b>01/2019 – Second Person is an additional \$79,000</b>
<b>Villas</b>					
Abbey Deluxe 2 bedroom, den	\$625,000	\$625,000	\$732,000	\$780,000	\$795,000
Windsor Standard 2 bedrooms, den	\$512,000	\$512,000	\$600,000	\$639,000	\$653,000
Windsor Plus 3 bedrooms	\$552,000	\$552,000	\$648,000	\$689,000	\$703,000
Windsor Deluxe 3 bedrooms, den, study	\$590,000	\$590,000	\$694,000	\$739,000	\$755,000
Oxford 3 bedrooms, opt. den	\$590,000	\$590,000	\$694,000	\$739,000	\$755,000
Devon 3 bedrooms	\$590,000	\$590,000	\$694,000	\$739,000	\$755,000
York 3 bedrooms, opt. den	\$640,000	\$640,000	\$769,000	\$818,000	\$835,000
<b>Villas</b>					
Chelsea 1 bedroom, den	\$408,000	\$408,000	\$478,000	\$516,000	\$570,000
Exbury 1 bedroom	\$610,000	\$610,000	\$714,000	\$772,000	\$795,000
Abbotsford 1 bedroom, bonus room	\$675,000	\$675,000	\$789,000	\$852,000	\$877,000

**90% Return-of-Capital Entrance Fees  
(f/k/a "Plan B" or "90% Refundable")**

<b>Type of Residence</b>	<b>01/2015 – 12/2015</b>	<b>01/2016 – 12/2016</b>	<b>01/2017 – 12/2017</b>	<b>01/2018 – 12/2018</b>	<b>01/2019 – Second Person is an additional \$79,000</b>
	Second Person is an additional \$64,000	Second Person is an additional \$64,000	Second Person is an additional \$75,000	Second Person is an additional \$77,000	
<b>Apartments</b>					
Abbotsford Deluxe 2 bedroom, den and bonus room	\$720,000	\$720,000	\$844,000	\$912,000	\$939,000
Durham 2 bedrooms, den	\$665,000	\$665,000	\$778,000	\$841,000	\$866,000
Westbury 2 bedroom	\$800,000	\$800,000	\$939,000	\$1,014,000	\$1,044,000
Kensington 3 bedrooms, bonus room	\$1,075,000	\$1,075,000	\$1,257,000	\$1,359,000	\$1,400,000
Chatham 2 bedroom, den bonus room	\$816,000	\$816,000	\$957,000	\$1,035,000	\$1,066,000

**Traditional Plan Entrance Fees**  
**(f/k/a "Plan A" or "Fully Amortizing")**

<b>Type of Residence</b>	<b>01/2015 – 12/2015</b>	<b>01/2016 – 12/2016</b>	<b>01/2017 – 12/2017</b>	<b>01/2018 – 12/2018–</b>	<b>01/2019 –</b>
	Second Person is an additional \$40,000	Second Person is an additional \$40,000	Second Person is an additional \$41,000	Second Person is an additional \$42,000	Second Person is an additional \$43,000
<b>Apartments</b>					
Barnsley 1 bedroom, 1 ½ bath	\$210,000	\$210,000	\$215,000	\$218,000	\$222,000
Barnsley Deluxe 1 bedroom, 1 ½ bath	\$230,000	\$230,000	\$236,000	\$240,000	\$245,000
Claremont 1 bedroom, den	\$265,000	\$265,000	\$272,000	\$276,000	\$282,000
Chelsea 1 bedroom	\$265,000	\$265,000	\$272,000	\$276,000	\$282,000
Kent 1 bedroom, 1 ½ bath	\$235,500	\$235,500	\$241,000	\$245,000	\$250,000
Somerset 1 bedroom, optional den	\$275,000	\$275,000	\$282,000	\$286,000	\$292,000
Marston 2 bedroom	\$285,000	\$285,000	\$292,000	\$296,000	\$302,000
Wycombe 2 bedroom	\$310,000	\$310,000	\$318,000	\$323,000	\$329,000
Sutton 2 bedroom, den	\$330,000	\$330,000	\$338,000	\$343,000	\$350,000
Sutton II 2 bedroom, den	\$360,000	\$360,000	\$369,000	\$375,000	\$383,000
Abbey 2 bedroom, den	\$365,000	\$375,000	\$384,000	\$390,000	\$398,000
Abbey Deluxe 2 bedroom, den	\$390,000	\$390,000	\$400,000	\$406,000	\$414,000

**Traditional Plan Entrance Fees**  
**(f/k/a "Plan A" or "Fully Amortizing")**

<b>Type of Residence</b>	<b>01/2015 – 12/2015</b>	<b>01/2016 – 12/2016</b>	<b>01/2017 – 12/2017</b>	<b>01/2018 – 12/2018–</b>	<b>01/2019 –</b>
	Second Person is an additional \$40,000	Second Person is an additional \$40,000	Second Person is an additional \$41,000	Second Person is an additional \$42,000	Second Person is an additional \$43,000
<b>Apartments</b>					
Windsor Standard 2 bedrooms, den	\$320,000	\$320,000	\$328,000	\$333,000	\$340,000
Windsor Plus 3 bedrooms	\$345,000	\$345,000	\$354,000	\$359,000	\$366,000
Windsor Deluxe 2 bedrooms, den, study	\$370,000	\$370,000	\$379,000	\$385,000	\$393,000
Oxford 2 bedrooms, optional den	\$370,000	\$370,000	\$379,000	\$385,000	\$393,000
Devon 2 bedrooms	\$370,000	\$370,000	\$379,000	\$385,000	\$393,000
York 2 bedrooms, optional den	\$410,000	\$410,000	\$420,000	\$426,000	\$435,000
<b>Villas</b>					
Chelsea 1 bedroom, den	\$225,000	\$225,000	\$261,000	\$269,000	\$298,000
Exbury 2 bedroom	\$380,000	\$380,000	\$390,000	\$402,000	\$414,000
Abbotsford 2 bedroom, bonus room	\$420,000	\$420,000	\$431,000	\$444,000	\$457,000
Abbotsford Deluxe 2 bedrooms, den and bonus room	\$450,000	\$450,000	\$461,000	\$475,000	\$489,000

**Traditional Plan Entrance Fees**  
**(f/k/a "Plan A" or "Fully Amortizing")**

<b>Type of Residence</b>	<b>01/2015 – 12/2015</b>	<b>01/2016 – 12/2016</b>	<b>01/2017 – 12/2017</b>	<b>01/2018 – 12/2018</b>	<b>01/2019 –</b>
	Second Person is an additional \$40,000	Second Person is an additional \$40,000	Second Person is an additional \$41,000	Second Person is an additional \$42,000	Second Person is an additional \$43,000
<b>Villas</b>					
Durham 2 bedroom den	\$415,000	\$415,000	\$425,000	\$438,000	\$451,000
Westbury 2 bedroom den	\$500,000	\$500,000	\$513,000	\$528,000	\$544,000
Kensington 3 bedroom bonus room	\$670,000	\$670,000	\$687,000	\$708,000	\$729,000
Chatham 2 bedrooms den bonus room	\$510,000	\$510,000	\$523,000	\$539,000	\$555,000



**The Arbor (Health Center) Fees**  
**(effective as of January 1, 2019)**

	<b><u>Life Care Rates</u></b>	<b><u>Supplemental Rates</u></b>
Skilled Nursing	Included in Monthly Fee*	\$380.00/day*
Memory Care	Included in Monthly Fee*	\$329.00/day*
Assisted Living	Included in Monthly Fee*	\$269.00/day*

\*There is an additional charge for certain items as described in Section 4.5 of the Residence and Care Agreement. Life Care residents pay an additional \$595 per month for additional meals.

**Multi-Unit Assisted Housing Services (MUAHS)**  
**(effective as of January 1, 2019)**

	<b><u>First Person</u></b>	<b><u>Second Person</u></b>
MUAHS Entrance Fee (1 Bedroom)	<i>No longer offered</i>	
MUAHS Entrance Fee (1 Bedroom/Den)	<i>No longer offered</i>	
MUAHS Monthly Fees		
- Basic Care	\$5,674/mo.	\$1,504/mo.
- Enhanced Care	\$946/mo.	\$879/mo.

**Historic Changes in Major Fees**

Galloway Ridge historically has made adjustments to Monthly Fees effective at the beginning of the fiscal year (i.e. January 1). The table below shows average changes in the single occupancy Monthly Fees over time.

<u>Year**</u>	<u>% Increase</u>	<u>Avg \$ Increase Single Occupancy</u>
2009	4.5%	\$162
2010	4.0%	\$129
2011	4.0%	\$134
2012	4.0%	\$144
2013	5.0%	\$188
2014	4.0%	\$159
2015	3.5%	\$144
2016	2.75%	\$114
2017	2.9%	\$127
2018	3.0%	\$131
2019	2.9%	\$131

\*\*Note: Except as otherwise provided, Monthly Fee increases are calculated based on the change from December 31 to January 1 of each year.



**EXHIBIT A**

**CERTIFIED FINANCIAL STATEMENTS  
(as of December 31, 2018)**



# Galloway Ridge, Inc.

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## Financial Statements

Years Ended December 31, 2018 and 2017

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## **Independent Auditors' Report**

Board of Directors  
Galloway Ridge, Inc.  
Pittsboro, North Carolina

We have audited the accompanying financial statements of Galloway Ridge, Inc. (the "Company"), which comprise the balance sheets as of December 31, 2018 and 2017 and the related statements of operations, changes in net deficit and cash flows for the years then ended, and the related notes to the financial statements.

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

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

### ***Auditors' Responsibility***

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the 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 the Company as of December 31, 2018 and 2017, and the results of its operations, changes in net deficit and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Emphasis of Matter – New Accounting Pronouncement***

As discussed in Note 1 to the financial statements, during the year ended December 31, 2018, the Company implemented the provisions of Financial Accounting Standards Board Accounting Standards Update (“ASU”) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* and ASU 2015-14, *Revenue from Contracts with Customers (Topic 606)*. As a result of adopting these new standards, the Company restated amounts previously reported as of and for the year ended December 31, 2017. Our opinion is not modified in respect to these matters.

*Dixon Hughes Goodman LLP*

**Raleigh, North Carolina**  
**April 24, 2019**



**Galloway Ridge, Inc.**  
**Balance Sheets**  
**December 31, 2018 and 2017**

	<u>2018</u>	<u>2017</u> <u>(As Adjusted)</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 8,011,948	\$ 8,847,988
Assets limited as to use, current portion	1,962,456	2,044,309
Accounts receivable, net of allowances for uncollectible accounts of approximately \$111,000 and \$79,000 at December 31, 2018 and 2017, respectively	697,055	710,744
Other receivables	196,244	278,358
Other current assets	544,987	508,330
Total current assets	<u>11,412,690</u>	<u>12,389,729</u>
Assets limited as to use, net of current portion:		
Reserves required by state statute	5,698,315	5,927,428
Restricted by donor	1,969,312	1,965,676
Board designated funds	11,103,328	11,200,720
Restricted by trustee	7,117,066	6,919,426
Total assets limited as to use, net of current portion	<u>25,888,021</u>	<u>26,013,250</u>
Property and equipment, net	<u>97,078,390</u>	<u>98,488,294</u>
Total assets	<u>\$ 134,379,101</u>	<u>\$ 136,891,273</u>

**Galloway Ridge, Inc.**  
**Balance Sheets**  
**December 31, 2018 and 2017**

**(Continued)**

	<u>2018</u>	<u>2017</u> <u>(As Adjusted)</u>
<b>LIABILITIES AND NET DEFICIT</b>		
Current liabilities:		
Current maturities of long-term debt	\$ 1,555,000	\$ 1,495,000
Accounts payable	782,855	343,043
Accrued interest	1,962,456	2,044,309
Accrued payroll and related liabilities	716,131	677,007
Refunds payable	2,551,325	1,005,997
Other accrued expenses	486,766	413,836
Total current liabilities	<u>8,054,533</u>	<u>5,979,192</u>
Long term debt, net of current maturities	65,167,520	66,637,724
Refundable deposits	698,400	615,900
Covered parking deposits	564,000	534,000
Refundable advance fees	47,287,425	51,143,664
Deferred revenue from advance fees	53,271,044	51,383,759
Total liabilities	<u>175,042,922</u>	<u>176,294,239</u>
Net assets (deficit):		
Without donor restrictions	(42,633,133)	(41,368,642)
With donor restrictions	1,969,312	1,965,676
Total net deficit	<u>(40,663,821)</u>	<u>(39,402,966)</u>
Total liabilities and net deficit	<u>\$ 134,379,101</u>	<u>\$ 136,891,273</u>

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

**Galloway Ridge, Inc.**  
**Statements of Operations**  
**Years Ended December 31, 2018 and 2017**

	<u>2018</u>	<u>2017</u> <u>(As Adjusted)</u>
Revenue, gains, and other support:		
Net residential service fees, including the amortization of advance fees of approximately \$5,774,000 in 2018 and \$5,220,000 in 2017	\$ 22,668,802	\$ 21,506,038
Healthcare services	4,946,711	5,153,270
Duke Center for Living	1,224,030	1,115,023
Investment income (loss)	(201,355)	1,479,472
Other	953,660	1,005,409
Net assets released from restrictions	<u>851,647</u>	<u>714,170</u>
 Total revenue, gains, and other support	 <u>30,443,495</u>	 <u>30,973,382</u>
Expenses:		
Administration	1,819,264	2,090,246
Human Resources	922,200	882,894
Marketing	816,443	792,546
Healthcare services	6,000,528	5,979,651
Dining services	3,831,588	3,551,328
Maintenance	3,398,413	2,864,135
Housekeeping	1,328,113	1,120,130
Facility costs	2,482,995	2,347,921
Resident services	1,188,698	1,061,393
Duke Center for Living	1,009,318	902,523
Wellness	137,721	261,615
Depreciation and amortization	4,801,569	4,769,325
Interest expense	<u>3,971,136</u>	<u>4,099,945</u>
 Total expenses	 <u>31,707,986</u>	 <u>30,723,652</u>
 Excess (deficiency) of revenues, gains, and other support over expenses	 <u>\$ (1,264,491)</u>	 <u>\$ 249,730</u>

**Galloway Ridge, Inc.**  
**Statements of Changes in Net Deficit**  
**Years Ended December 31, 2018 and 2017**

	<u>2018</u>	<u>2017</u> <u>(As Adjusted)</u>
Net assets without donor restrictions:		
Excess (deficiency) of revenues, gains, and other support over expenses	<u>\$ (1,264,491)</u>	<u>\$ 249,730</u>
Net assets with donor restrictions:		
Contributions	818,970	762,210
Investment income	36,313	195,139
Net assets released from restrictions	<u>(851,647)</u>	<u>(714,170)</u>
Increase in net assets with donor restrictions	<u>3,636</u>	<u>243,179</u>
(Increase) decrease in net deficit	<u>(1,260,855)</u>	492,909
Net deficit, beginning of year	<u>(39,402,966)</u>	<u>(39,895,875)</u>
Net deficit, end of year	<u>\$ (40,663,821)</u>	<u>\$ (39,402,966)</u>

**Galloway Ridge, Inc.**  
**Statements of Cash Flows**  
**Years Ended December 31, 2018 and 2017**

	<u>2018</u>	<u>2017</u> <u>(As Adjusted)</u>
Cash flows from operating activities:		
(Increase) decrease in net deficit	\$ (1,260,855)	\$ 492,909
Adjustments to reconcile (increase) decrease in net deficit to net cash provided by operating activities:		
Proceeds from non-refundable advance fees	7,848,700	8,914,550
Unrealized (gains) losses on assets limited as to use	863,422	(1,130,202)
Realized (gains) losses on assets limited as to use	(449,173)	-
Depreciation and amortization	4,801,569	4,769,325
Amortization of deferred financing costs	78,444	78,444
Amortization of bond discount	6,352	6,351
Amortization of advance fees	(5,773,950)	(5,220,017)
Change in assets and liabilities:		
Accounts receivable	13,689	(216,399)
Other receivables	(117,886)	(20,758)
Other current assets	(36,657)	(37,761)
Accounts payable	(79,391)	210,014
Accrued interest	(81,853)	33,195
Accrued payroll and other liabilities	39,124	54,163
Other accrued expenses	72,930	26,657
Covered parking deposits and refundable deposits	112,500	(164,500)
Net cash provided by operating activities	<u>6,036,965</u>	<u>7,795,971</u>
Cash flows from investing activities:		
Purchase of property and equipment	(2,872,462)	(2,159,108)
Net changes in assets limited as to use	(207,167)	(801,851)
Net cash used by investing activities	<u>(3,079,629)</u>	<u>(2,960,959)</u>
Cash flows from financing activities:		
Principal payments on long-term debt	(1,495,000)	(1,435,000)
Refundable entrance fees received	1,077,300	3,103,450
Refunds of entrance fees	(3,375,676)	(6,424,848)
Net cash used by financing activities	<u>(3,793,376)</u>	<u>(4,756,398)</u>
Net change in cash and cash equivalents	(836,040)	78,614
Cash and cash equivalents, beginning of year	<u>8,847,988</u>	<u>8,769,374</u>
Cash and cash equivalents, end of year	<u>\$ 8,011,948</u>	<u>\$ 8,847,988</u>
Supplemental cash flow information:		
Cash payments for interest	\$ 4,046,637	\$ 4,060,399
Entrance fees recorded via notes receivable	\$ -	\$ 200,000
Additions of property and equipment included in accounts payable	<u>\$ 519,203</u>	<u>\$ -</u>

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

## **Notes to Financial Statements**

### **1. Description of Organization and Summary of Significant Accounting Policies**

#### ***Organization***

Galloway Ridge, Inc. (the "Company") was formed on September 4, 2001 as a not-for-profit corporation under the laws and regulations of the state of North Carolina. The Company was formed to acquire real property and to develop, market and operate the property as a continuing care retirement community ("CCRC") in Chatham County, North Carolina, known as Galloway Ridge at Farrington (the "Project"). The Company acquired its assets on October 31, 2001 from Galloway Ridge Associates, LLC ("GRA"). Details regarding this acquisition are included in Note 7. The Project has been developed in two phases.

	<u>Phase I</u>	<u>Phase II</u>	<u>Total</u>
Independent Living Villas	51	1	52
Independent Living Apartments	183	66	249
Multiunit Assisted Housing with Services	-	14	14
Assisted Living Units	22	-	22
Memory Support Units	-	15	15
Skilled Nursing Units	<u>16</u>	<u>24</u>	<u>40</u>
Total	<u>272</u>	<u>120</u>	<u>392</u>

#### ***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the 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 revenues and expenses for years ended December 31, 2018 and 2017. Actual results could differ from those estimates.

#### ***Cash and Cash Equivalents***

Cash and cash equivalents, excluding those classified as assets limited as to use, include certain investments in highly liquid instruments with original maturities of three months or less when purchased. The Company maintains deposits at financial institutions insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000. At various times throughout the year, the Company maintains amounts in excess of FDIC insured amounts.

#### ***Accounts Receivable, Net***

Accounts receivable is reported at estimated net realizable amounts from residents and responsible third-party payers. Amounts owed to the Company are reported net of allowances for uncollectible accounts. Specific balances are written off at the time they are determined to be uncollectible.

#### ***Assets Limited as to Use***

Assets limited as to use include reserves required by state statute, contributions that have been restricted by donors, funds that have been designated by the board, and funds held by trustee.

**Galloway Ridge, Inc.**  
**Notes to Financial Statements**

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Reserves required by state statute represent an amount set aside to meet the requirements of North Carolina General Statute Chapter 58, Article 64. Under this legislation, the Company is required to maintain an operating reserve at least equal to 25% (50% if occupancy is less than 90%) of the upcoming year's total forecasted operating costs as defined by the statute. The Board of Directors has designated approximately \$5,698,000 and \$5,927,000 at December 31, 2018 and 2017, respectively, as reserves required by state statute.

Funds designated by the board include funds that have been earmarked for capital improvements, benevolent care and maintenance.

Amounts restricted by donors include contributions to establish a charitable fund to support the community at large and other various donor restricted purposes.

Funds held by trustee include amounts maintained by a trustee for debt service and to make future principal and interest payments on outstanding long-term debt.

***Property and Equipment***

Property and equipment are stated at cost less accumulated depreciation. Contributed property is recorded at the estimated fair value at the date of receipt. Depreciation is computed under the straight-line method and is based on estimated useful lives from 3 to 40 years using the straight-line method. The cost of maintenance and repairs is expensed as incurred. Interest is capitalized on facilities during the construction period and amortized over the useful life of the facility.

***Deferred Marketing Costs, Net***

The Company deferred costs of acquiring initial continuing-care contracts that are expected to be recovered from future revenues. These costs include salaries and commissions paid to sales office personnel located on the Project site, direct response advertising costs, and the costs of the Project model. The costs were being amortized using the straight-line method over the average expected remaining lives of the residents under the contract or the contract term, if shorter than average expected remaining lives of the residents. See note below on adoption of new accounting revenue recognition standard below.

***Deposits on Unoccupied Units***

Deposits for living units to be occupied in the future are deferred when received. A portion of the deposit is refundable if the resident terminates the continuing care contract. Upon occupancy of the unit, the nonrefundable portion of the deposit is amortized into net residential service fees using the straight-line method over the estimated remaining life expectancy of the resident, adjusted on an annual basis.

***Deferred Revenue from Advance Fees***

Fees paid by a resident upon entering into a continuing care contract, net of the portion thereof which is refundable to the resident, are recorded as deferred revenue from advance fees and amortized into net residential service fees using the straight-line method over the estimated remaining life expectancy of the resident, adjusted on an annual basis. The refundable portion of fees paid by a resident is recorded as a long-term liability.

When a contract is terminated, by death of last survivor or withdrawal, any unamortized deferred revenue is recognized as net residential service fees. For the years ended December 31, 2018 and 2017, unamortized deferred revenue of approximately \$1,288,000 and \$1,769,000, respectively, was recognized as revenue from advance fees and included in net residential service fees.

***Obligation to Provide Future Services***

The Company enters into continuing care contracts with its residents. A continuing care contract is an agreement between a resident and the Company specifying the services and facilities to be provided over the resident's remaining life. Under the contracts, the Company has the ability to increase fees as deemed necessary. As of December 31, 2018 and 2017, the Company calculated the present value of the estimated net cost of future services to be provided, including the cost of facilities to current residents, and compares the amount with deferred revenue from advance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from advance fees, an additional liability is shown in the balance sheets. No liability has been recorded as of December 31, 2018 and 2017, as the present value of the estimated net costs of future services and use of facilities is less than deferred revenues from advances fees. The present value of the net cost of future services and use of facilities was discounted at 5.5% in both 2018 and 2017.

***Net Residential Services Fees***

Net residential service fees represent the estimated net realizable amounts from patients, third-party payors, and others for services rendered. Health care revenue from the Medicare program is based on pre-established allowable rates determined by the Medicare program. Laws and regulations governing Medicare are extremely complex and subject to interpretation. As a result, there is a reasonable possibility that recorded estimates may change by a material amount in the near term. Gross health care charges from the Medicare program totaled approximately \$1,316,000 and \$1,299,000 for years ended December 31, 2018 and 2017, respectively.

***Net Assets (Deficit)***

The Company reports its net assets (deficit) using the following two classes: net assets without donor restrictions and net assets with donor restrictions depending on the presence and type of donor-imposed restrictions limiting the Company's ability to use or dispose of specific contributed assets or the economic benefits embodied in those assets. Net assets (deficit) without donor restrictions include those net assets whose use is not restricted by donors, even though their use may be limited in other respects, such as by board designation. Net assets with donor restrictions are those net assets whose use by the Company has been limited by donors (a) to later periods of time or after specified dates or (b) to specified purposes.

***Contributions and Donor-Imposed Restrictions***

All contributions are considered to be available without donor restrictions unless specifically restricted by the donor. The Company reports gifts of cash and other assets as restricted contributions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets (deficit) without donor restriction and reported in the statements of operations as net assets released from restriction.

***Excess (Deficiency) of Revenues, Gains and Other Support Over Expenses***

The statements of operations include excess (deficiency) of revenues, gains, and other support over expenses. Changes in net deficit without donor restrictions are excluded from the excess (deficiency) of revenues, gains, and other support over (under) expenses, consistent with industry practice would include unrealized gains and losses on investments other than trading securities, permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets).



***Income Tax Status***

The Company is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and applicable state statutes. Accordingly, the accompanying financial statements do not reflect a provision or liability for federal and state income taxes. The Company has determined that it does not have any material unrecognized tax obligations at December 31, 2018.

***New Accounting Pronouncements***

During 2018, the Community adopted Financial Accounting Standards Board (“FASB”) Accounting Standard Codification (“ASC”) Topic 606, Revenue from Contracts with Customers (“ASC Topic 606”) under the full retrospective approach applied to certain contracts using the practical expedient in paragraph 606-10-10-4 that allows for the use of a portfolio approach, as we determined that the effect of applying the guidance to our portfolios of contracts within the scope of ASC Topic 606 on our financial statements would not differ materially from applying the guidance to each individual contract within the respective portfolio or our performance obligations within that portfolio. The five-step model defined by ASC Topic 606 requires us to: (1) identify our contracts with customers, (2) identify our performance obligations under those contracts, (3) determine the transaction prices of those contracts, (4) allocate the transaction prices to our performance obligations in those contracts and (5) recognize revenue when each performance obligation under those contracts is satisfied. Revenue is recognized when promised goods or services are transferred to the customer in an amount that reflects the consideration expected in exchange for those goods or services. Our adoption of ASC Topic 606 did not result in an adjustment to our net assets except for the write-off of deferred marketing costs that are not considered incremental costs as defined in ASC Topic 606 and did not have a material impact on the amount and timing of our revenue recognition for the year ended December 31, 2018.

The promised good or service in the resident agreement for a Type A life care contract is that the entity is standing ready each month to provide a service such that the resident can continue to live in the facility and access the appropriate level of care based on his or her needs. As such, the entity recognizes the nonrefundable entrance fee in an equal amount allocated to each month, given the nature of the entity’s performance is that of having the various residential, social or health care services available to the resident on a when-and-if needed basis each month for as long as the resident resides in the facility.

Upon adoption of ASC Topic 606, entities should evaluate costs associated with acquiring life care contracts to determine if they meet the requirements for capitalization under FASB ASC 340-40-25. Under FASB ASC 340-40-25-2, the incremental costs of obtaining a contract are those that an entity incurs to obtain a contract with a customer that it would not have incurred if the contract had not been obtained. Costs to obtain a contract that would have been incurred regardless of whether the contract was obtained shall be recognized as an expense when incurred, unless those costs are explicitly chargeable to the customer regardless of whether the contract is obtained.

**Galloway Ridge, Inc.**  
**Notes to Financial Statements**

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As such, the entity has retrospectively adjusted the prior year financial statements for the removal of deferred marketing costs previously recorded on the balance sheets.

	<u>2017 Previously Presented</u>	<u>Adjustment</u>	<u>2017 (As Adjusted)</u>
<u>Balance Sheet:</u>			
Deferred marketing cost, net	\$ 1,629,493	\$ (1,629,493)	\$ -
Total assets	138,520,766	(1,629,493)	136,891,273
Total net deficit	(37,773,473)	(1,629,493)	(39,402,966)
Total liabilities and net deficit	138,520,766	(1,629,493)	136,891,273
<u>Statements of Operations and Changes in Net Deficit:</u>			
Depreciation and amortization	5,362,581	(593,256)	4,769,325
Total expenses	31,316,908	(593,256)	30,723,652
Excess (deficiency) of revenues, gains, and other support over expenses	(343,526)	593,256	249,730
(Increase) decrease in net deficit	(100,347)	593,256	492,909
Net deficit, beginning of year	(37,673,126)	(2,222,749)	(39,895,875)
Net deficit, end of year	(37,773,473)	(1,629,493)	(39,402,966)
<u>Cash Flows:</u>			
Decrease (increase) in net deficit	\$ (100,347)	\$ 593,256	\$ 492,909
Depreciation and amortization	5,362,581	(593,256)	4,769,325
Net cash provided by operating activities	7,795,971	-	7,795,971

**Galloway Ridge, Inc.**  
**Notes to Financial Statements**

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Presentation of Financial Statements of Not-for-Profit Entities

During fiscal year 2018, the Company adopted Accounting Standard Update (“ASU”) No. 2016-14 – *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The ASU No. 2016-14 addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity of available resources, and the lack of consistency in the type of information provided about expenses and investment return. The fiscal year 2017 financial statements have been adjusted to reflect retrospective application of the new accounting guidance, except for the disclosures around liquidity and availability of resources and analysis of expenses by functional and natural categories. These disclosures have been presented for 2018 as allowed by ASU No. 2016-14. The retrospective application resulted in temporarily restricted net assets of \$1,965,676 being reported as net assets with donor restrictions and unrestricted net deficit of \$41,368,642 being reported as net deficit without donor restrictions as of December 31, 2017.

***Reclassifications***

Certain amounts included in the 2017 financial statements have been reclassified to conform to the 2018 presentation. Changes in net deficit previously reported for 2017 were not affected by these reclassifications, except as noted above.

***Subsequent Events***

The Company evaluated the effect subsequent events would have on the financial statements through April 24, 2019, which is the date the financial statements were issued.

**2. Revenue Recognition**

The Company generates revenues, primarily by providing housing and health services to its residents. The following streams of revenue are recognized as follows:

Monthly service fees:

The life care contracts that residents select require an advanced fee and monthly fees based upon the type of space they are applying for. Resident fee revenue for recurring and routine monthly services is generally billed monthly in advance. Payment terms are usually due within 30 days. The services provided encompass social, recreational, dining along with assisted living and nursing care and these performance obligations are earned each month. Under ASC Topic 606, management has determined that the performance obligation for the standing obligation to provide the appropriate level of care is the predominate component and does not contain a lease component under ASC Topic 840. Resident fee revenue for non-routine or additional services are billed monthly in arrears and recognized when the service is provided.

Entrance fees:

The nonrefundable entrance fees are recognized as deferred revenue upon receipt of the payment and included in liabilities in the balance sheet until the performance obligations are satisfied. The refundable portion of an entrance fee is not considered part of the transaction price and as such is recorded as a liability in the balance sheet. Additionally, management has determined the contracts do not contain a significant financing component as the advanced payment assures residents the access to health care in the future. These deferred amounts are then amortized on a straight-line basis into revenue on a monthly basis over the life of the resident as the performance obligation is the material right associated with access to future services as described in FASB ASC 606-10-55 paragraph 42 and 51.

Health care services:

In the facility, the Company provides assisted and nursing care to residents who are covered by government and commercial payers. The Company is paid fixed daily rates from government payers. The fixed daily rates and other fees are billed in arrears monthly. The monthly fees represent the most likely amount to be received from the 3<sup>rd</sup> party payors. Most rates are predetermined from Medicare. Under ASC Topic 606, management has elected to utilize the portfolio approach in aggregating the revenues under these revenue streams.

**Galloway Ridge, Inc.**  
**Notes to Financial Statements**

The Company disaggregates its revenue from contracts with customers by payor source, as the Company believes it best depicts how the nature, timing and uncertainty of its revenues and cash flows are affected by economic factors. See details on a reportable segment basis in the table below:

	<b>December 31, 2018</b>			
	<u>Independent Living</u>	<u>Assisted Living &amp; Memory Care</u>	<u>Skilled Nursing</u>	<u>Total</u>
Private pay	\$ 23,218,098	\$ 2,857,981	\$ 1,154,214	\$ 27,230,293
Government reimbursement	899,144	41,145	465,922	1,406,211
Other third-party payor programs	<u>184,624</u>	<u>11,212</u>	<u>7,203</u>	<u>203,039</u>
Total	<u>\$ 24,301,866</u>	<u>\$ 2,910,338</u>	<u>\$ 1,627,339</u>	<u>\$ 28,839,543</u>

  

	<b>December 31, 2017</b>			
	<u>Independent Living</u>	<u>Assisted Living &amp; Memory Care</u>	<u>Skilled Nursing</u>	<u>Total</u>
Private pay	\$ 22,061,996	\$ 2,608,629	\$ 1,515,729	\$ 26,186,354
Government reimbursement	727,457	169,484	407,224	1,304,165
Other third-party payor programs	<u>257,707</u>	<u>14,865</u>	<u>11,240</u>	<u>283,812</u>
Total	<u>\$ 23,047,160</u>	<u>\$ 2,792,978</u>	<u>\$ 1,934,193</u>	<u>\$ 27,774,331</u>

**3. Fair Value Measurements**

Fair value, as defined under generally accepted accounting principles is an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Generally accepted accounting principles establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include:

- Level 1: Observable inputs such as quoted prices in active markets.
- Level 2: Inputs other than quoted prices in active markets that are either directly or indirectly observable.
- Level 3: Unobservable inputs about which little or no market data exists, therefore requiring an entity to develop its own assumptions.

Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment, and may affect the valuation of fair value assets and liabilities and their placement within the fair value hierarchy levels.

Assets Measured at Fair Value on a Recurring Basis

When quoted prices are available in active markets for identical instruments, investment securities are classified within Level 1 of the fair value hierarchy. Level 1 investments include money market funds, mutual funds, common stocks, exchange-traded funds and government securities which are valued based on prices readily available in the active markets in which those securities are traded, and money market funds which are based on their transacted value. Level 2 investments include corporate bonds which are valued on a recurring basis on inputs that are readily available in public markets or can be derived from information available in publicly quoted markets.

**Galloway Ridge, Inc.**  
**Notes to Financial Statements**

The Company does not have any financial assets or liabilities measured on a recurring basis categorized as Level 3, and there were no transfers in or out of Level 3 for years ended December 31, 2018 and 2017. There were no changes during 2018 or 2017 to the Company's valuation techniques used to measure asset fair values on a recurring basis.

The tables below present the balances of assets measured at fair value on a recurring basis.

	<b>December 31, 2018</b>			<b>Total</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	
Fixed Income:				
Corporate bonds	\$ -	\$ 4,254,114	\$ -	\$ 4,254,114
Government securities	<u>4,285,667</u>	<u>-</u>	<u>-</u>	<u>4,285,667</u>
Total fixed income	<u>4,285,667</u>	<u>4,254,114</u>	<u>-</u>	<u>8,539,781</u>
Mutual funds:				
Fixed income	<u>1,672,926</u>	<u>-</u>	<u>-</u>	<u>1,672,926</u>
Equity	<u>1,668,108</u>	<u>-</u>	<u>-</u>	<u>1,668,108</u>
Total mutual funds	<u>3,341,034</u>	<u>-</u>	<u>-</u>	<u>3,341,034</u>
Common stocks	<u>6,667,022</u>	<u>-</u>	<u>-</u>	<u>6,667,022</u>
Exchange-traded funds	<u>111,593</u>	<u>-</u>	<u>-</u>	<u>111,593</u>
Money market funds	<u>8,851,555</u>	<u>-</u>	<u>-</u>	<u>8,851,555</u>
Total	<u>\$ 23,256,871</u>	<u>\$ 4,254,114</u>	<u>\$ -</u>	<u>\$ 27,510,985</u>

The Company had \$290,064 of cash and \$49,428 of accrued interest included within assets limited as to use and investments which was not included in the fair value hierarchy.

	<b>December 31, 2017</b>			<b>Total</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	
Fixed Income:				
Corporate bonds	\$ -	\$ 4,888,473	\$ -	\$ 4,888,473
Government securities	<u>3,113,178</u>	<u>-</u>	<u>-</u>	<u>3,113,178</u>
Total fixed income	<u>3,113,178</u>	<u>4,888,473</u>	<u>-</u>	<u>8,001,651</u>
Mutual funds:				
Fixed income	<u>1,799,277</u>	<u>-</u>	<u>-</u>	<u>1,799,277</u>
Equity	<u>1,828,452</u>	<u>-</u>	<u>-</u>	<u>1,828,452</u>
Total mutual funds	<u>3,627,729</u>	<u>-</u>	<u>-</u>	<u>3,627,729</u>
Common stocks	<u>6,260,120</u>	<u>-</u>	<u>-</u>	<u>6,260,120</u>
Exchange-traded funds	<u>113,591</u>	<u>-</u>	<u>-</u>	<u>113,591</u>
Money market funds	<u>9,720,426</u>	<u>-</u>	<u>-</u>	<u>9,720,426</u>
Total	<u>\$ 22,835,044</u>	<u>\$ 4,888,473</u>	<u>\$ -</u>	<u>\$ 27,723,517</u>

The Company had \$282,942 of cash and \$51,100 of accrued interest included within assets limited as to use and investments which was not included in the fair value hierarchy.

**Galloway Ridge, Inc.**  
**Notes to Financial Statements**

**4. Assets Limited as to Use**

Assets limited as to use consist of the following at December 31:

	<u>2018</u>	<u>2017</u>
Reserves required by state statute:		
Corporate bonds	\$ 2,629,997	\$ 3,386,251
Government securities	1,732,756	1,888,635
Common stock	1,107,901	302,675
Money market funds	200,743	211,417
Cash and cash equivalents	-	107,057
Accrued interest	26,918	31,393
	<u>5,698,315</u>	<u>5,927,428</u>
Restricted by donor:		
Common stocks	756,412	816,770
Equity mutual funds	191,880	219,706
Fixed income mutual funds	273,203	299,363
Corporate bonds	228,204	208,589
Government securities	154,381	166,585
Money market funds	60,102	62,968
Cash and cash equivalents	290,064	175,885
Exchange-traded funds	12,249	13,309
Accrued interest	2,817	2,501
	<u>1,969,312</u>	<u>1,965,676</u>
Board designated funds:		
Common stocks	4,802,709	5,140,675
Equity mutual funds	1,476,228	1,608,746
Fixed income mutual funds	1,399,723	1,499,914
Corporate bonds	1,395,913	1,293,633
Government securities	1,254,641	1,057,958
Money market funds	655,077	482,306
Exchange-traded funds	99,344	100,282
Accrued interest	19,693	17,206
	<u>11,103,328</u>	<u>11,200,720</u>
Funds held by trustee:		
Money market	7,935,633	8,963,735
Government securities	1,143,889	-
	<u>9,079,522</u>	<u>8,963,735</u>
 Total assets limited as to use	 <u>\$ 27,850,477</u>	 <u>\$ 28,057,559</u>

Investment return is comprised of the following:

	<u>2018</u>	<u>2017</u>
Interest and dividend income	\$ 212,894	\$ 431,127
Net realized gains (losses)	449,173	(81,857)
Net unrealized gains (losses)	<u>(863,422)</u>	<u>1,130,202</u>
	<u>\$ (201,355)</u>	<u>\$ 1,479,472</u>

Interest and dividend income on unrestricted cash is reported in the statements of operations within total revenue, gains, and other support. Interest income, realized and unrealized gains (losses) on cash, cash equivalents and investments within the charitable fund are included in investment income for net assets with donor restrictions in the statements of changes in net deficit.

## **5. Life Care Contracts**

### ***Plan A – The Amortizing Plan***

Upon termination of the Plan A Residency Agreement after residency has been established (if the resident occupies the independent living unit at the time of termination), the entrance fee will be refunded, less four percent (4%) of the entrance fee upon reoccupancy of a like living unit, and less two percent (2%) of the entrance fee for each month of residency of the initial forty-eight (48) months of residency. If the Plan A Residency Agreement is terminated at any time following the initial forty-eight months, no refund of any entrance fee is due. The refund will be made no later than thirty (30) days after the termination of the agreement and reoccupancy of a like living unit. Any resident withdrawing before the expiration of the first 90 days of residency is entitled to a full refund of their advance fee.

### ***Plan B – The 90 Percent Refundable Plan***

Upon termination of the Plan B Residency Agreement, (if the resident occupies the independent living unit at the time of termination), the entrance fee will be refunded, less two percent (2%) of the entrance fee for each month of residency for the initial five (5) months of residency. If the Plan B Residency Agreement is terminated at any time following the initial five months of residency, the refund amount will be equal to ninety percent (90%) of the entrance fee and is contingent upon reoccupancy of a like independent living unit. The refund will be made no later than thirty (30) days after the termination of the agreement and reoccupancy of a like living unit. The amount refundable after occupancy is the full entrance fee less 2% per month for each subsequent month or partial month after occupancy. After 5 months of occupancy, the refundable amount is equal to 90% of the entrance fee.

### ***Plan C – The 75 Percent Refundable Plan***

Upon termination of the Plan C Residency Agreement, (if the resident occupies the independent living unit at the time of termination), the entrance fee will be refunded, less one percent (1%) of the entrance fee upon settlement and two percent (2%) for each month of residency for the initial twelve (12) months of residency. If the Plan C Residency Agreement is terminated at any time following the initial twelve months of residency, the refund amount will be equal to seventy-five percent (75%) of the entrance fee and is contingent upon reoccupancy of a like independent living unit. The refund will be made no later than thirty (30) days after the termination of the agreement and reoccupancy of a like living unit. The amount refundable after occupancy is the full entrance fee paid less 1% upon occupancy and less 2% per month for each subsequent month or partial month after occupancy. After 12 months of occupancy, the refundable amount is equal to 75% of the entrance fee.

The total amount of contractual refund obligations under all existing contracts (that is, if all residents with a refundable balance were to have withdrawn) totaled approximately \$60,497,000 and \$63,240,000 at December 31, 2018 and 2017, respectively.

**Galloway Ridge, Inc.**  
**Notes to Financial Statements**

**6. Property and Equipment**

A summary of property and equipment at December 31 follows:

	<u>2018</u>	<u>2017</u>
Land & land improvements	\$ 6,606,453	\$ 6,532,402
Buildings	130,228,272	128,667,630
Furniture, fixtures, and equipment	9,309,563	8,749,682
Construction in progress	<u>1,793,226</u>	<u>602,487</u>
Property and equipment, gross	147,937,514	144,552,201
Less accumulated depreciation	<u>(50,859,124)</u>	<u>(46,063,907)</u>
Property and equipment, net	<u>\$ 97,078,390</u>	<u>\$ 98,488,294</u>

Construction in progress includes various projects. The estimated cost to complete the projects is approximately \$1,127,000. Depreciation expense was approximately \$4,197,000 and \$4,164,000 for years ended December 31, 2018 and 2017, respectively. There was no interest capitalized during 2018 or 2017. Amortization expense on the capitalized interest was approximately \$605,000 in both 2018 and 2017.

**7. Long-Term Debt**

Long-term debt consists of the following on December 31:

	<u>2018</u>	<u>2017</u>
First Mortgage Revenue Bonds, Series 2010A:		
Serial bonds due 2013 – 2023, interest of 2.9% to 5.1%	\$ 7,170,000	\$ 8,655,000
Term bonds:		
Due 2031, interest rate of 5.875%	20,675,000	20,675,000
Due 2039, interest rate of 6.00%	25,555,000	25,555,000
First Mortgage Revenue Refunding Bonds, Series 2014A:		
Serial bonds due 2016 – 2024, interest of 2.0% to 4.0%	60,000	70,000
Term bonds:		
Due 2034, interest rate of 4.875%	105,000	105,000
Due 2041, interest rate of 5.25%	<u>15,300,000</u>	<u>15,300,000</u>
Total long-term debt, before issuance costs and discounts	68,865,000	70,360,000
Less unamortized debt issuance costs	(2,002,748)	(2,081,192)
Less unamortized discounts	<u>(139,732)</u>	<u>(146,084)</u>
Total long-term debt	66,722,520	68,132,724
Less current maturities of long-term debt	<u>1,555,000</u>	<u>1,495,000</u>
Long-term debt, net of current maturities	<u>\$ 65,167,520</u>	<u>\$ 66,637,724</u>



**Galloway Ridge, Inc.**  
**Notes to Financial Statements**

In October 2010, the Company issued \$61,180,000 of tax-exempt, fixed rate Retirement Facilities First Mortgage Revenue Bonds (Galloway Ridge Project) Series 2010A (“2010A Bonds”) and \$15,000,000 of tax-exempt, variable rate Retirement Facilities First Revenue Bonds (Galloway Ridge Project) Series 2010B (“2010B Bonds”) through the North Carolina Medical Care Commission, the issuing authority. The proceeds of the 2010A and 2010B Bonds were used to construct the expansion of 67 independent living units (66 independent living apartments and 1 independent living villa), 29 assisted living units, of which 15 are designated for dementia care, and 24 skilled nursing units, as well as additional and renovated supportive common areas of the Project. Additionally, proceeds from the 2010A and 2010B Bonds were used to pay a portion of the outstanding loans from the Bank of Scotland and to fund certain debt service reserves and other costs associated with issuance of the 2010A and 2010B Bonds. The Series 2010A Bonds were issued at a discount of \$190,269. The Company paid off the 2010B Series Bonds in full during 2014.

In September 2014, the Company issued \$15,495,000 of tax-exempt, adjustable rate First Mortgage Revenue Refunding Bonds (“2014A Bonds”) through the North Carolina Medical Care Commission. Of this total amount, \$15,000,000 was used to refund the Series 2010B Bonds. The remaining amounts were used for costs of issuance and to fund a debt service reserve fund.

Under the terms of the master trust indenture and loan agreements underlying the Series 2010A and 2014A Series Bonds, the Company is required to make annual principal and interest payments on unpaid debt and is also required to comply with certain restrictive covenants, including the maintenance of specified ratios, the limitation on incurrence of additional debt, the limitation on liens and the limitation on the transfer of assets.

Principal repayments on the Series 2010A and 2014A Bonds, excluding the discount on the Series 2010A and 2014A Bonds, for the next five years and thereafter are summarized as follows:

	<u>2010A Bonds</u>	<u>2014A Bonds</u>	<u>Total</u>
2019	\$ 1,545,000	\$ 10,000	\$ 1,555,000
2020	1,615,000	10,000	1,625,000
2021	1,690,000	10,000	1,700,000
2022	1,770,000	10,000	1,780,000
2023	1,860,000	10,000	1,870,000
Thereafter	<u>44,920,000</u>	<u>15,415,000</u>	<u>60,335,000</u>
	<u>\$ 53,400,000</u>	<u>\$ 15,465,000</u>	<u>\$ 68,865,000</u>

**8. Fair Value of Financial Instruments**

The carrying amounts of the Company’s financial instruments approximate their fair values. The fair values of the Company’s long-term debt obligations are estimated based on the quoted market prices for the same or similar issues.

The carrying amount and fair value of the Company’s long-term debt at December 31 follows:

	<u>2018</u>		<u>2017</u>	
	<u>Fair Value</u>	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Carrying Value</u>
Long-term debt	<u>\$ 70,444,530</u>	<u>\$ 68,865,000</u>	<u>\$ 73,176,382</u>	<u>\$ 70,360,000</u>

## **9. Development and Management Agreements**

A management services agreement was entered into with Health Systems Medical Strategies, Inc. ("HSMS"), a North Carolina corporation, and the Company. A management agreement has been executed with HSMS for HSMS to manage the Duke Center for Living ("DCFL") through November 2021. The Company incurred approximately \$232,000 and \$140,000 of expense under terms of this agreement for the years ended December 31, 2018 and 2017, respectively.

## **10. Net Assets with Donor Restrictions**

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

	<u>2018</u>	<u>2017</u>
Benevolent fund	\$ 1,161,123	\$ 1,244,610
Community / charitable fund	302,194	319,373
Special events	271,454	291,962
Other	<u>234,541</u>	<u>109,731</u>
	<u>\$ 1,969,312</u>	<u>\$ 1,965,676</u>

Net assets with donor restrictions that were released for their designated purpose were approximately \$852,000 and \$714,000 for years ended December 31, 2018 and 2017, respectively.

## **11. Retirement Plan**

The Company maintains a 403(b) plan for all employees. The plan is funded by one or more investment arrangements selected by the Company. Employees can contribute the maximum allowed by federal law. The Company may match a percentage of employee contributions at the Company's discretion. Total contributions to the plan were approximately \$74,000 and \$77,000 in 2018 and 2017, respectively.

## **12. Commitments and Contingencies**

### ***Insurance***

The Company was involved in litigation in the ordinary course of business related to professional liability claims. Management believes all claims will be settled within the limits of insurance coverage. However, the ultimate settlement of these cases and losses, if any, to the Company cannot be estimated at this time. Other claims may be asserted arising from past services provided through December 31, 2018. Management believes these claims, if asserted, would be settled within the limits of insurance coverage. General and professional liability coverage is on a claims-made basis for individual claims up to \$1,000,000 per occurrence, with a total annual aggregate of \$3,000,000.

### ***Regulatory***

The healthcare industry is subject to numerous complex laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services and Medicare fraud and abuse. Recently, government activity has increased with respect to investigations and

**Galloway Ridge, Inc.**  
**Notes to Financial Statements**

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allegations concerning possible violations of fraud and abuse statutes and regulations by health care providers. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. The Company believes that they are in compliance with all applicable laws and regulations and are not aware of any pending or threatened investigations involving allegation of potential wrongdoing.

**13. Liquidity and Availability**

As part of its liquidity management, the Company has a policy to structure its financial assets to be available as its general expenses, liabilities, and other obligations come due. In addition, the Company invests cash in excess of daily operating funds in short-term investments such as stocks, bonds, money market funds, and mutual funds.

The following schedule reflects the Company's financial assets to meet cash needs for general expenses within one year. The financial assets were derived from the total assets on the balance sheets by excluding the assets that are unavailable for general expenses in the next 12 months. Board designated amounts for projects have been included in the schedule below as the board could release these funds for liquidity purposes if needed.

The Company seeks to maintain sufficient liquid assets to cover three months' operating and capital expenses.

Financial assets available for general expenditure within one year of the balance sheet date, consist of the following:

<u>Asset Categories</u>	<u>2018</u>
Cash and cash equivalents	\$ 8,011,948
Accounts receivable	697,055
Other receivables	196,244
Investments and assets limited as to use	27,850,477
Less: Held by trustee	(7,117,066)
Less: Reserves required by state statute	(5,698,315)
Less: Restricted by donor	<u>(1,969,312)</u>
	<u>\$ 21,971,031</u>

**14. Schedule of Expenses by Natural Classification and Function**

The following is a schedule of expenses by both natural classification and function for the year ended December 31, 2018:

	<u>Independent</u>	<u>Program Services</u>		<u>Total</u>	<u>Administrative and General</u>	<u>Marketing</u>	<u>Total</u>
		<u>Assisted Living</u>	<u>Skilled Nursing</u>				
Salaries and benefits	\$ 5,494,932	\$ 2,363,291	\$ 2,147,550	\$ 10,005,773	\$ 1,974,559	\$ 635,056	\$ 12,615,388
Medical and personal care	851,669	52,167	472,727	1,376,562	1,587	323	1,378,472
Food services	1,108,872	257,687	167,542	1,534,102	44,701	7,413	1,586,216
Facilities services	1,125,367	149,292	71,223	1,345,882	574,595	86,406	2,006,883
Supplies	71,999	7,126	7,621	86,746	53,510	7,176	147,432
Utilities	816,016	112,887	53,791	982,694	267,074	54,401	1,304,169
Administration	1,365,061	143,523	93,258	1,601,842	1,952,176	67,948	3,621,965
Marketing	15,362	344	8	15,714	3,766	255,276	274,756
Depreciation and amortization	3,053,414	422,408	201,279	8,677,100	999,351	203,561	4,880,013
Interest expense	2,435,650	336,947	160,556	2,933,152	797,163	162,377	3,892,692
Total expense	<u>\$ 16,338,340</u>	<u>\$ 3,845,672</u>	<u>\$ 3,375,556</u>	<u>\$ 23,559,568</u>	<u>\$ 6,668,482</u>	<u>\$ 1,479,937</u>	<u>\$ 31,707,986</u>

**EXHIBIT B**

**CERTIFIED FIVE YEAR FINANCIAL PROJECTIONS  
(2019-2023)**



**Galloway Ridge, Inc.**  
**Compilation of a Financial Forecast**  
**For each of the Five Years Ending**  
**December 31, 2023**

(with Independent Accountants'  
Compilation Report thereon)

**Galloway Ridge, Inc.**

**Compilation of a Financial Forecast**

**Five Years Ending December 31, 2023**

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## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
Galloway Ridge, Inc.  
Pittsboro, North Carolina

Management of Galloway Ridge, Inc. (the "Corporation") ("Management") is responsible for the accompanying financial forecast of the Corporation, which comprises the forecasted balance sheets as of and for each of the five years ending December 31, 2023 and the related forecasted statements of operations, changes in net deficit, 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 forecast established by the American Institute of Certified Public Accountants ("AICPA").

The accompanying forecast and this report were prepared to comply with the requirements of North Carolina General Statutes, Chapter 58, Article 64 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 forecast 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 forecast. The forecasted results may not be achieved as 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

## GALLOWAY RIDGE, INC.

### Forecasted Statements of Operations and Changes in Net Deficit For the Years Ending December 31, (In Thousands)

	2019	2020	2021	2022	2023
<b>Revenues, gains and other support:</b>					
Amortization of entrance fees	\$ 5,115	\$ 5,521	\$ 5,926	\$ 6,352	\$ 6,800
Resident services revenues:					
Independent living	17,430	17,865	18,310	18,765	19,278
Healthcare center	5,634	5,966	6,253	6,545	6,786
Duke Center for Living	1,116	1,153	1,190	1,229	1,269
Total resident services revenue	29,295	30,505	31,679	32,891	34,133
Other revenue	1,007	1,039	1,073	1,108	1,144
Contributions and gifts	-	-	-	-	-
Interest income	300	326	314	328	368
<b>Total revenues, gains and other support</b>	<b>30,602</b>	<b>31,870</b>	<b>33,066</b>	<b>34,327</b>	<b>35,645</b>
<b>Expenses:</b>					
Administration	2,364	2,440	2,520	2,602	2,686
Human resources	1,039	1,073	1,107	1,143	1,181
Marketing	909	939	969	1,001	1,033
Healthcare services	6,087	6,435	6,644	6,860	7,083
Dining services	4,021	4,070	4,193	4,317	4,450
Maintenance	1,731	1,788	1,846	1,906	1,968
Housekeeping	1,395	1,440	1,487	1,535	1,585
Facility costs	2,153	2,223	2,295	2,369	2,446
Resident services	1,261	1,302	1,345	1,389	1,434
Duke Center for Living	1,113	1,149	1,186	1,225	1,264
Property tax	720	742	766	791	817
Depreciation	4,545	4,839	5,090	5,415	5,680
Interest expense:					
Series 2010A Bonds	3,020	2,945	2,864	2,776	2,671
Series 2014A Bonds	810	810	809	808	808
Amortization of original issue discount	12	12	12	12	12
Amortization of deferred financing costs	237	237	237	237	237
<b>Total expenses</b>	<b>31,417</b>	<b>32,444</b>	<b>33,370</b>	<b>34,386</b>	<b>35,355</b>
<b>Excess (deficiency) of revenue, gains, and other support over expenses</b>	<b>(815)</b>	<b>(574)</b>	<b>(304)</b>	<b>(59)</b>	<b>290</b>
Net assets without donor restrictions:					
Excess (deficiency) of revenues, gains, and other support over expenses	(815)	(574)	(304)	(59)	290
Net assets with donor restrictions:					
Increase (decrease) in net assets with donor restrictions	-	-	-	-	-
(Increase) decrease in net deficit	(815)	(574)	(304)	(59)	290
Net deficit, beginning of year	(40,665)	(41,480)	(42,054)	(42,358)	(42,417)
<b>Net deficit, end of year</b>	<b>\$ (41,480)</b>	<b>\$ (42,054)</b>	<b>\$ (42,358)</b>	<b>\$ (42,417)</b>	<b>\$ (42,127)</b>

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

## GALLOWAY RIDGE, INC.

### Forecasted Statements of Cash Flows For the Years Ending December 31, (In Thousands)

	2019	2020	2021	2022	2023
<b>Cash flows from operating activities:</b>					
(Increase) decrease in net deficit	\$ (815)	\$ (574)	\$ (304)	\$ (59)	\$ 290
Adjustments to reconcile change in net deficit to net cash provided by operating activities:					
Amortization of entrance fees	(5,115)	(5,521)	(5,926)	(6,352)	(6,800)
Depreciation	4,545	4,839	5,090	5,415	5,680
Amortization of original issue discount	12	12	12	12	12
Amortization of deferred financing costs	237	237	237	237	237
Entrance fees received (non-refundable)	7,045	6,735	6,989	7,247	7,513
Change in working capital:					
Change in current assets	(270)	(58)	(55)	(57)	(57)
Change in current liabilities	(171)	64	60	62	64
Change in accrued interest	(48)	(38)	(40)	(44)	(54)
<b>Net cash provided by operating activities</b>	<b>5,420</b>	<b>5,696</b>	<b>6,063</b>	<b>6,461</b>	<b>6,885</b>
<b>Cash flows from investing activities:</b>					
Routine capital expenditures	(2,874)	(4,640)	(5,105)	(2,846)	(2,931)
Net change in assets limited to use	(1,779)	(227)	(235)	(248)	(257)
<b>Net cash used in investing activities</b>	<b>(4,653)</b>	<b>(4,867)</b>	<b>(5,340)</b>	<b>(3,094)</b>	<b>(3,188)</b>
<b>Cash flows from financing activities:</b>					
Entrance fees received (refundable)	4,938	4,716	4,889	5,067	5,247
Entrance fees refunded	(4,875)	(4,833)	(4,742)	(4,643)	(4,552)
Principal payments Series 2010A Bonds	(1,545)	(1,615)	(1,690)	(1,770)	(1,860)
Principal payments Series 2014A Bonds	(10)	(10)	(10)	(10)	(10)
<b>Net cash used in financing activities</b>	<b>(1,492)</b>	<b>(1,742)</b>	<b>(1,553)</b>	<b>(1,356)</b>	<b>(1,175)</b>
Change in cash and investments	(725)	(913)	(830)	2,011	2,522
Cash and investments, beginning of year	8,011	7,286	6,373	5,543	7,554
<b>Cash and investments, end of year</b>	<b>\$ 7,286</b>	<b>\$ 6,373</b>	<b>\$ 5,543</b>	<b>\$ 7,554</b>	<b>\$ 10,076</b>

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

# GALLOWAY RIDGE, INC.

## Forecasted Balance Sheets For the Years Ending December 31, (In Thousands)

	2019	2020	2021	2022	2023
<b>Assets</b>					
Current assets:					
Cash and investments	\$ 7,286	\$ 6,373	\$ 5,543	\$ 7,554	\$ 10,076
Accounts receivable	828	856	882	909	936
Other receivables	276	285	294	303	312
Prepaid expenses	605	626	646	667	688
Assets limited to use, current portion	3,539	3,576	3,616	3,662	3,713
<b>Total current assets</b>	<b>12,534</b>	<b>11,716</b>	<b>10,981</b>	<b>13,095</b>	<b>15,725</b>
Assets limited to use:					
Bond Fund	3,539	3,576	3,616	3,662	3,713
Debt Service Reserve Fund	7,118	7,118	7,118	7,118	7,118
Board designated funds	11,103	11,103	11,103	11,103	11,103
Restricted by Donor	1,969	1,969	1,969	1,969	1,969
Statutory Operating Reserve	5,900	6,090	6,285	6,487	6,693
<b>Total assets limited to use</b>	<b>29,629</b>	<b>29,856</b>	<b>30,091</b>	<b>30,339</b>	<b>30,596</b>
Less: current portion	(3,539)	(3,576)	(3,616)	(3,662)	(3,713)
Assets limited to use, net	26,090	26,280	26,475	26,677	26,883
Property and equipment	150,811	155,451	160,556	163,402	166,333
Less: accumulated depreciation	(55,404)	(60,243)	(65,333)	(70,748)	(76,428)
Property and equipment, net	95,407	95,208	95,223	92,654	89,905
<b>Total assets</b>	<b>\$ 134,031</b>	<b>\$ 133,204</b>	<b>\$ 132,679</b>	<b>\$ 132,426</b>	<b>\$ 132,513</b>
<b>Liabilities and Net Deficit</b>					
Current liabilities:					
Accounts payable	\$ 605	\$ 626	\$ 646	\$ 667	\$ 688
Accrued payroll and related liabilities	726	752	776	800	826
Covered parking deposits	564	564	564	564	564
Other current liabilities	484	501	517	534	551
Accrued interest	1,914	1,876	1,836	1,792	1,738
Current portion of Series 2010A Bonds	1,615	1,690	1,770	1,860	1,965
Current portion of Series 2014A Bonds	10	10	10	10	10
Refunds payable	2,551	2,551	2,551	2,551	2,551
<b>Total current liabilities</b>	<b>8,469</b>	<b>8,570</b>	<b>8,670</b>	<b>8,778</b>	<b>8,893</b>
Long-term liabilities:					
Series 2010A Bonds, less current portion	50,230	48,540	46,770	44,910	42,945
Series 2014A Bonds, less current portion	15,455	15,445	15,435	15,425	15,415
Original Issue Discount - Series 2010A Bonds	(128)	(116)	(104)	(92)	(80)
Bond issuance costs	(1,764)	(1,527)	(1,290)	(1,053)	(816)
Refundable entrance fee deposits	698	698	698	698	698
Deferred revenue from entrance fees	56,163	58,427	60,628	62,753	64,793
Refundable entrance fees	46,388	45,221	44,230	43,424	42,792
<b>Total liabilities</b>	<b>175,511</b>	<b>175,258</b>	<b>175,037</b>	<b>174,843</b>	<b>174,640</b>
Net assets (deficit):					
Without donor restrictions	\$ (43,449)	\$ (44,023)	\$ (44,327)	\$ (44,386)	\$ (44,096)
With donor restrictions	1,969	1,969	1,969	1,969	1,969
<b>Total net deficit</b>	<b>(41,480)</b>	<b>(42,054)</b>	<b>(42,358)</b>	<b>(42,417)</b>	<b>(42,127)</b>
<b>Total liabilities and net deficit</b>	<b>\$ 134,031</b>	<b>\$ 133,204</b>	<b>\$ 132,679</b>	<b>\$ 132,426</b>	<b>\$ 132,513</b>

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

# GALLOWAY RIDGE, INC.

## Summary of Significant Forecast Assumptions and Accounting Policies

For Each of the Five Years Ending December 31, 2023

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### General

The accompanying financial forecast presents, to the best of the knowledge and belief of management of Galloway Ridge, Inc. (the “Corporation”) (“Management”), the expected financial position, results of operations, and cash flows of the Corporation as of and for each of the five years ending December 31, 2023. Accordingly, the accompanying financial forecast reflects Management’s judgment as of May 30, 2019, the date of this forecast, of the expected conditions and its expected course of action during the forecast period. However, there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Management’s purpose in releasing this financial forecast is for inclusion in the Corporation’s annual Disclosure Statement in accordance with Chapter 58, Article 64, of the North Carolina General Statutes. Accordingly, this report should not be used for any other purpose. The assumptions disclosed herein are those that Management believes are significant to the prospective financial statements. The Corporation recognizes that there will usually be differences between prospective and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

### Basis of Presentation

The prospective financial statements included in the forecast have been prepared in accordance with the accounting principles generally accepted in the United States of America. Significant accounting policies are described in the appropriate assumptions and notes to the prospective financial statements. The assumptions described are not all-inclusive.

### Background of the Corporation

The Corporation was formed on September 4, 2001 as a nonprofit corporation under the laws and regulations of the State of North Carolina. The Corporation has received an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and an exemption from state income taxes in North Carolina under its applicable tax provisions. The Corporation owns and operates a continuing care retirement community (“CCRC”) in Chatham County, North Carolina, known as Galloway Ridge at Ferrington (the “Community”).

The Corporation’s board of directors (the “Board”) currently consists of twelve voting members (the “Directors”) divided into three classes, each with four Directors. In most cases, each Director serves a term of three years. Three of the Directors are residents of the Community. In addition to voting Board members, the Board has appointed the Community’s Executive Director/Chief Executive Officer as a non-voting ex-officio member of the Board. Directors, with the exception of the Executive Director/Chief Executive Officer, do not receive compensation for their service to the Corporation and the Corporation has a policy that governs the evaluation and disclosure of potential conflicts of interest.

See Independent Accountant’s Compilation Report

## Background of the Community

The Community, which began operations in June 2005, is located in “Farrington Village,” a master planned community within residential neighborhoods surrounded by natural woods and farmland that includes dining and shopping at The Shops at Farrington Village. Farrington Village also includes The Farrington House Inn that includes 35 guest rooms and Farrington Swim and Croquet Club, which offers a croquet lawn, a shuffleboard court, tennis courts and swimming pool.

The Community currently includes: 300 independent living units (the Independent Living Units”); 22 assisted living units (the “Assisted Living Units”); 14 multi-unit assisted housing with services units (“Multi-Unit Assisted Living Housing with Services Units” or “MAHS”); 20 memory support units (the “Memory Support Units”); 40 skilled nursing beds (the “Skilled Nursing Beds”); a wellness center known as the “Duke Center for Living,” and related common areas.

The Community offers certain amenities, including the following: lobby, dining rooms, café/bistro with a lounge, library, billiards room, arts and crafts room, assembly and performing arts areas, walking/biking trails, and gardening spaces. The University of North Carolina at Chapel Hill’s Division of Geriatric Medicine in the Department of Medicine in its School of Medicine (“UNC”) manages the Community’s primary care clinic with UNC medical professionals and provides the Medical Director for the Community. In addition, residents of the Community have access to the existing amenities available in Farrington Village, including banking, travel, and The Farrington House Inn and Restaurant.

Health Systems Medical Strategies, Inc., an affiliate of the Duke University Health System, currently provides certain management services to the Community, including the management of the wellness center, referred to as the Duke Center for Living, and a primary care clinic. The Duke Center for Living provides residents of the Community with wellness programs, including fitness classes, aquatics, personal training, nutrition counseling, aerobics, yoga, and massage therapy. The Duke Center for Living includes the following: lap and therapy pools, jacuzzi, elevated track, exercise equipment, aerobics classroom, physical therapy and massage rooms. Approximately 1,200 of the 1,800 total memberships are non-residents of the Community.

The following table summarizes the type and number of Independent Living Units, Assisted Living Units, Multi-Unit Assisted Housing with Services Units, Memory Support Units, and the Skilled Nursing Beds. The Assisted Living Units, Multi-Unit Assisted Housing with Services Units, Memory Support Units, and Skilled Nursing Beds are collectively referred to as the “Healthcare Center”.

**Table 1**  
**The Community**  
**Unit Configuration**

Type of Unit	Total
<b>Independent Living Units</b>	
Apartments	248
Villas	52
<b>Total Independent Living</b>	<b>300</b>
<b>Healthcare Center</b>	
Assisted Living Units	22
Multi-Unit Assisted Housing with Services Units	14
Memory Support Units <sup>(1)</sup>	20
Skilled Nursing Beds	40
<b>Total Healthcare Center</b>	<b>96</b>
<b>Total Community Units and Beds</b>	<b>396</b>

Source: Management

(1). The Community has 20 Memory Support Units, including five Memory Support Units that are anticipated to be available for occupancy in June 2019.

The following table summarizes the type, number, approximate square footage, monthly fees (“Monthly Fees”) and entrance fees (“Entrance Fees”) for the Independent Living Units.

**Table 2**  
**Independent Living Unit Configuration**

Unit Type	Unit Name	Number of Units	Square Footage	Entrance Fees <sup>(1)(2)</sup>			Monthly Fee <sup>(1)</sup>
				Plan A	Plan B	Plan C	
<b>Independent Living Apartments</b>							
1BR, 1 bath	Barnsley	12	815	\$222,000	\$426,000	\$355,000	\$3,077
1BR, 1 bath	Kent	6	939	250,000	480,000	400,000	3,378
1BR, 1.5 baths	Somerset	15	1,095	292,000	561,000	467,000	3,955
1BR, 1.5 baths	Barnsley Deluxe	2	919	245,000	470,000	392,000	3,203
1BR, 1.5 baths	Claremont	7	1,081	282,000	541,000	451,000	3,889
1BR, 2 baths	Chelsea	38	1,081	282,000	541,000	451,000	3,889
2BR, 2 baths	Marston	30	1,218	302,000	580,000	483,000	4,315
2BR, 2 baths	Wycombe	28	1,296	329,000	632,000	526,000	4,528
2BR, 2 baths	Sutton	18	1,432	350,000	672,000	560,000	4,892
2BR, 2 baths	Sutton II	11	1,506	383,000	735,000	613,000	5,268
2BR, 2 baths	Abbey	30	1,651	398,000	764,000	637,000	5,407
2BR, 2 baths	Abbey Deluxe	6	1,701	414,000	795,000	662,000	5,880
2BR, 2 baths	Windsor	16	1,266	340,000	653,000	544,000	4,537
2BR, 2 baths	Windsor Plus	3	1,361	366,000	703,000	586,000	4,895
2BR, 2 baths	Windsor Deluxe	2	1,500	393,000	755,000	629,000	5,403
2BR, 2 baths	Oxford	12	1,500	393,000	755,000	629,000	5,249
2BR, 2 baths	Devon	6	1,500	393,000	755,000	629,000	5,249
2BR, 2 baths	York	6	1,700	435,000	835,000	696,000	5,552
<b>Total/weighted avg. - Apartments</b>		<b>248</b>	<b>1,297</b>	<b>\$330,407</b>	<b>\$634,379</b>	<b>\$528,569</b>	<b>\$4,530</b>
<b>Independent Living Villas</b>							
1BR, 2 baths	Chelsea	1	1,081	\$297,000	\$570,000	\$475,000	\$3,889
2BR, 2 baths	Chatham	1	1,886	539,000	1,035,000	862,000	5,244
2BR, 2 baths	Exbury	15	1,566	414,000	795,000	662,000	4,983
2BR, 3 baths	Abbotsford	8	1,946	457,000	877,000	731,000	5,064
2BR, 3 baths	Abbotsford Deluxe	1	2,430	489,000	939,000	782,000	5,835
2BR, 2 baths	Durham	11	1,802	451,000	866,000	722,000	5,272
2BR, 2.5 baths	Westbury	13	2,150	544,000	1,044,000	870,000	5,751
3BR, 3.5 baths	Kensington	2	2,922	729,000	1,400,000	1,166,000	5,919
<b>Total/weighted avg. - Villas</b>		<b>52</b>	<b>1,886</b>	<b>\$474,654</b>	<b>\$911,212</b>	<b>\$759,250</b>	<b>\$5,285</b>
<b>Total/weighted avg. Independent Living</b>		<b>300</b>	<b>1,399</b>	<b>\$355,410</b>	<b>\$682,363</b>	<b>\$568,553</b>	<b>\$4,661</b>
Second person fees				\$43,000	\$79,000	\$65,000	\$1,241

Source: Management

- (1). The Entrance Fee and Monthly Fee pricing is effective as of January 1, 2019.
- (2). The Corporation offers three Entrance Fee plans under the Residence and Care Agreement: the “Amortizing Plan” or “Plan A”, a 90 percent “Refundable Plan” or “Plan B”, and a 75 percent “Refundable Plan” or “Plan C”. Further plan description is provided under the Residence and Care Agreement section of the report.



*The Healthcare Center*

Admission to the Healthcare Center is restricted to those residents who have signed a Residence and Care Agreement (herein after defined) and lived in a non-nursing unit of the Community for a period of at least 30 days or residents that have signed a MAHS residence and care agreement (the “MAHS Residence and Care Agreement”). The following table summarizes the type, number, approximate square footage, the Monthly Fees and daily fees (“Daily Fees”) for the Healthcare Center:

Unit Type	Number of Units	Square Footage	Monthly/Daily Fee	
			Life Care Rate <sup>(1)(2)</sup>	Market Rate <sup>(1)</sup>
<b>Assisted Living</b>				
Assisted Living Units <sup>(3)</sup>	22	460	\$4,403	\$8,182
Multi-Unit Assisted Housing with Services Units <sup>(4)(5)</sup>	14	460	N/A	\$5,674
Memory Support Units <sup>(3)(6)</sup>	20	330	\$5,189	\$10,007
<b>Total/Weighted Average</b>	<b>56</b>	<b>414</b>		
<b>Skilled Nursing</b>				
Skilled Nursing Beds <sup>(7)</sup>	40	221 - 300	\$147/day	\$380/day
<b>Total/Weighted Average</b>	<b>40</b>	<b>268</b>		
<b>Total Health Center Units/Beds</b>	<b>91</b>			

Source: Management

- (1). The Monthly Fees and Daily Fees shown are effective as of January 1, 2019.
- (2). Independent Living Units residents who transfer to the Healthcare Center continue to pay their then current Monthly Fee plus the cost of two extra meals (the “Life Care Monthly Fee”).
- (3). The Assisted Living Units and Memory Care Units are licensed as an “Adult Care Home” and regulated by the North Carolina Department of Health and Human Services (“DHHS”).
- (4). Direct admittance into the Multi-Unit Assisted Housing with Services Units (“MAHS”) from outside the Community is no longer offered. Enhanced care services are available in the MAHS units for first and second persons for \$946 and \$879, respectively. Current MAHS residents requiring a higher level of service outside their MAHS unit pay the Market Rate for a Memory Support Unit or Skilled Nursing Bed. The Market Rate option is not assumed to be offered to new Residents.
- (5). The MAHS units are physically located in the Healthcare Center.
- (6). The Community has 20 Memory Support Units, including five Memory Support Units that are anticipated to be available for occupancy in June 2019.
- (7). As of the date of this report, 16 of the 40 Skilled Nursing Beds are Medicare certified.

## Description of the Residence and Care Agreement

The residence and care agreement is a life care contract under which the Corporation is obligated, upon payment by the resident of an Entrance Fee and ongoing payments of the Monthly Fee to the Corporation, to provide certain services to the resident for life (the “Residence and Care Agreement”). The MAHS Residence and Care Agreement Management is no longer offered.

### *Admission Standards*

To be accepted for admission to an Independent Living Unit, a prospective resident must be at least 62 years of age at the time of residency, have financial assets adequate to pay the Entrance Fee, and must have sufficient income to meet the anticipated Monthly Fee and other personal expenses not provided under the Residence and Care Agreement. In order to reserve an Independent Living Unit, a prospective resident must complete a confidential data application, submit a confidential health questionnaire, and be approved by the Corporation’s medical staff to be physically able to live independently at the Community.

Admission requires a signed Residence and Care Agreement and the payment of an initial Entrance Fee deposit equal to 10 percent of the applicable Entrance Fee for the selected Independent Living Unit pricing (the “Entrance Fee Deposit”), as well as a \$250 initial processing fee.

Under the Residence and Care Agreement, the remaining 90 percent of the Entrance Fee is due no later than 90 days after the date that the Corporation sends written notice to the resident that the Independent Living Unit chosen is or will be ready for occupancy (the “Occupancy Date”), unless other arrangements have been agreed to and approved in writing previously by the Corporation.

### *Services and Amenities*

Under the Residence and Care Agreement, residents of the Independent Living Units (“Residents”) receive the following services and amenities:

- One meal credit per person for each day of the month;
- Weekly housekeeping and laundry service of bed linens;
- All utilities, including basic cable and Wi-Fi but excluding telephone service;
- Security and 24 hour emergency call systems;
- Maintenance of both the unit and the grounds and equipment;
- Scheduled local transportation;
- Planned social, educational, cultural and recreational activities;
- Use of the Community’s common areas, private dining and meeting rooms, lounges, lobbies, library, social and recreational rooms, access to the Duke Center for Living and other common activity facilities; and,
- Priority access and services in the Healthcare Center.

In addition to the items included in the Monthly Fee, certain services are available to Residents for an additional charge. These services include, but are not limited to: guest meals, additional meal credits, beauty and barber services, additional transportation, additional housekeeping services, laundry services for personal items, usage of an available guest suite, and alterations to the residence subject to the Corporation's policies and approval.

The Monthly Fee may be revised based on the experience of the Corporation and estimates of its future costs, at its sole discretion. The Corporation would endeavor to make such adjustments not more than once a year and would provide 60 days' prior written notice of any such adjustments.

#### *Health Care Benefit*

Residents of the Independent Living Units who require assisted living or nursing care may transfer to the appropriate level of care in the Healthcare Center and pay the Life Care Monthly Fee. In the event of double occupancy, the Resident who is transferred to the Healthcare Center would pay the then current second person Monthly Fee, plus the cost of two extra meals (the "Second Person Life Care Monthly Fee"). For the purpose of the forecast, the Life Care Monthly Fee and Second Person Life Care Monthly Fee are assumed to approximate the total weighted average for the Independent Living Units (first person and second person rates respectively). Residents are to be given priority admission to the Healthcare Center and must carry Medicare Part A and B and a satisfactory supplemental Medicare policy approved by the Corporation.

*Entrance Fee Refundability*

The Corporation offers three Entrance Fee plans under the Residence and Care Agreement. The Entrance Fee options and related amortization schedules are as follows:

<b>Entrance Fee Option</b>	<b>Amortization Schedule</b>
The Amortizing Plan - Plan A	Plan A fully amortizes over 48 months – four percent upon initial occupancy and two percent for each month of occupancy
The Refundable Plan - Plan B	<p>Plan B amortizes 10 percent of its value over five months – two percent for each month of occupancy.</p> <p>Prior to 2012, thereafter, 90 percent of the Plan B Entrance Fee is refundable upon termination and payable within 30 days following payment of an appropriate Entrance Fee and subsequent occupancy of a comparable Independent Living Unit by another resident.</p> <p>Beginning in 2012, all new Plan B Entrance Fee contracts are refundable upon termination and payable within 30 days following payment of an appropriate Entrance Fee and subsequent occupancy by another resident of the specific Independent Living Unit resided in by the Resident.</p>
The 75% Refundable Plan - Plan C <sup>(1)</sup>	<p>Plan C amortizes 25 percent of its value over 12 months – one percent upon initial occupancy and two percent for each month of occupancy.</p> <p>Thereafter, 75 percent of the Plan C Entrance Fee is refundable upon termination and payable within 30 days following payment of an appropriate Entrance Fee and subsequent occupancy by another resident of the specific Independent Living Unit resided in by the Resident.</p>

Source: Management

(1). The Community began selling the Plan C in late fiscal year 2012, with fiscal year 2013 being the first full year of experience with this option.

Management assumes new Residents will select the following Entrance Fee plans during the forecast period: (65%) Amortizing Plan - Plan A, (20%) Refundable Plan - Plan B, and (15%) 75% Refundable Plan - Plan C.

*Termination by the Resident Prior to Occupancy Date*

Under any type of Entrance Fee plan, a Resident may terminate the Residence and Care Agreement within a 30-day “Rescission Period” after execution and receive a full refund of his or her Entrance Fee Deposit, less the \$250 non-refundable processing fee, payable within 30 business days of actual notice. After the Rescission Period, if the prospective resident terminates the Residence and Care Agreement before residency is established, the resident is to receive a refund equal to 100 percent of the Entrance Fee Deposit less one percent of the Entrance Fee.

If, prior to establishing occupancy, the current financial statement of the potential resident discloses that he or she does not meet the financial conditions for admission, the Corporation may, at its option, terminate the Residence and Care Agreement and refund the Entrance Fee Deposit payable within thirty (30) days.

*Termination by the Resident after Occupancy Date*

If the Residence and Care Agreement is terminated after occupancy for any reason, or is terminated due to the death of the Resident(s), a portion of the Entrance Fee is refunded by the Corporation as determined by the Entrance Fee plan selected by the Resident. The refund is payable within thirty (30) days following the acceptance of a new Residence and Care Agreement with a new resident who has accepted and paid the Entrance Fee for the unit formerly assigned the Resident.

If the Residence and Care Agreement has been signed by two Residents, in the event that one Resident dies or terminates the agreement, the Residence and Care Agreement would continue in effect as to the surviving or the remaining Resident. There would be no refund of any portion of the Entrance Fee, and the Monthly Fee would be adjusted to reflect the then applicable single occupancy Monthly Fee.

*Change of Accommodations*To Another Independent Living Unit

The Resident has the option to move to another Independent Living Unit, subject to availability and subject to the Corporation’s policies and procedures. The Resident would be required to notify the Corporation in writing at least 90 days prior to the desired move date. Either a new Residence and Care Agreement would be entered into or the existing Residence and Care Agreement would be amended to reflect the change in residence, and the Resident would be required to pay the adjustment of the Entrance Fee (if higher) for the Independent Living Unit selected, and any moving costs would be at the expense of the Resident.

To the Healthcare Center

No refund of the Entrance Fee is due at the time the sole occupant of an Independent Living Unit is permanently transferred to the Healthcare Center.

## Summary of Significant Accounting Policies

(a) Basis of Accounting

The Corporation maintains its accounting and financial records according to the accrual basis of accounting.

(b) Deferred Financing Costs

Costs associated with the issuance of the Series 2010A Bonds and the Series 2014A Bonds (collectively the “Bonds”) are capitalized and amortized over the expected life of the Bonds using the effective interest method. Debt issuance costs are netted against the related debt on the balance sheet and the amortization is included in interest expense on the statement of operations.

(c) Use of Estimates

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

(d) Cash and Investments

Cash and Investments excluding those classified as assets limited as to use, include certain investments in highly liquid instruments with original maturities of three months or less when purchased.

(e) Assets Limited as to Use

Assets limited as to use include Board designated funds intended for capital projects and amounts contributed by Directors, Residents, employees and others to establish funds to assist Residents at times of financial hardship; support community organizations; conduct special events at the Community; and support the Community at large. Also included in assets limited as to use are funds set aside to meet the operating reserve requirements of N. C. General Statute Chapter 58, Article 64; Entrance Fee Deposits received from potential residents of the Community; and funds held by the Bond Trustee and the Master Trustee related to the Bonds.

(f) Property and Equipment

Property and equipment is stated at cost less accumulated depreciation. Contributed property is recorded at the estimated fair value at the date of receipt. Depreciation is computed under the straight-line method and is based on estimated useful lives from 5 to 40 years using the straight-line method. The cost of maintenance and repairs is expensed as incurred. Interest costs incurred on borrowed funds during the period of construction of capital assets are capitalized as a component of the cost of acquiring those assets.

(g) Refundable Entrance Fee Deposits

Deposits for Independent Living Units to be occupied in the future are deferred when received. A portion of the Entrance Fee Deposit is refundable if the Resident terminates the Residence and Care Agreement. Upon occupancy of the Independent Living Unit, the Entrance Fee Deposit is amortized into net resident services revenue using the straight-line method over the estimated remaining life expectancy of the Resident, adjusted on an annual basis.

**See Independent Accountant’s Compilation Report**

(h) Deferred Revenue from Entrance Fees

The non-refundable portion of Entrance Fees paid by a Resident upon entering into Residence 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.

(i) Obligation to Provide Future Services

The Corporation enters into Residence and Care Agreements with Residents. A Residence and Care Agreement is an agreement between a Resident and the Corporation specifying the services and facilities to be provided over the Resident's remaining life. Under the Residence and Care Agreements, the Corporation has the ability to increase fees as deemed necessary. At the end of each year, the Corporation calculates the present value of the estimated net cost of future services to be provided, including the cost of facilities to current Residents, and compares the amount with the deferred revenue from advance fees at that date. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from advance fees, a liability is recorded. Management assumes that the present value of the estimated net costs of future services and use of facilities is to be less than deferred revenues from Entrance Fees; therefore, no liability has been recorded throughout the forecast period.

(j) Resident Service Revenue

Net resident services revenue represents the estimated net realizable amounts from patients, third-party payors, and others for services rendered.

(k) Revenues, Gains, and Other Support

Changes in unrestricted net assets which are excluded from deficiency of revenue, gains, and other support over expenses, consistent with industry practice, would include changes in unrealized gains and losses on investments other than trading securities, net assets released from restriction for purchase of property and equipment, and contributions of long-lived assets (including assets acquired using contributions which by donor were to be used for purposes of acquiring such assets).

(l) Income Tax Status

The Corporation has been determined to be an organization described under Section 501(c)(3) of the Internal Revenue Code that is exempt from federal and North Carolina income taxation.

(m) Net Assets

The Corporation reports its net assets (deficit) using the following two classes: net assets without donor restrictions and net assets with donor restrictions depending on the presence and type of donor-imposed restrictions limiting the Corporation's ability to use or dispose of specific contributed assets or the economic benefits embodied in those assets. Net assets (deficit) without donor restrictions include those net assets whose use is not restricted by donors, even though their use may be limited in other respects, such as by board designation. Net assets with donor restrictions are those net assets whose use by the Corporation has been limited by donors (a) to later periods of time or after specified dates or (b) to specified purposes.

(n) Contributions and Donor-Imposed Restrictions

All contributions are considered available for unrestricted use unless specifically restricted by the donor. The Corporation reports gifts of cash and other assets as restricted contributions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as net assets released from restriction.

(o) Accounts Receivable, net

Accounts receivable is reported at estimated net realizable amounts from Residents and responsible third-party payers. Amounts owed to the Corporation are reported net of allowances for uncollectible accounts. Specific balances are written off at the time they are determined to be uncollectible.

(p) Refunds Payable

Refunds payable include estimated entrance fee refunds due to Residents that have the 75 percent and 90 percent refundable contracts. The Corporation stipulates that the refund is payable upon termination and payable within 30 days following payment of an appropriate Entrance Fee and subsequent occupancy by another Resident of the specific Independent Living Unit resided in by the Resident.

(q) Revenue Recognition

During fiscal year 2018, the Corporation adopted Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") Topic 606, Revenue from Contracts with Customers ("ASC Topic 606"). Upon adoption of ASC Topic 606, entities should evaluate costs associated with acquiring life care contracts to determine if they meet the requirements for capitalization under FASB ASC 340-40-25. As such, the Corporation retrospectively adjusted the financial statements prior to fiscal year 2018 for the removal of deferred marketing costs previously recorded on the balance sheet.

(r) Presentation of Financial Statements of Not-for-Profit Entities

During fiscal year 2018, the Corporation adopted Accounting Standard Update ("ASU") No. 2016-14 – Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities. The ASU No. 2016-14 addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity of available resources, and the lack of consistency in the type of information provided about expenses and investment return. The fiscal year 2017 financial statements were adjusted to reflect the retrospective application of the new accounting guidance. The retrospective application resulted in temporarily restricted net assets being reported as net assets with donor restrictions and unrestricted net deficit being reported as net deficit without donor restrictions.



**Summary of Revenue Assumptions**

Resident service revenue includes Independent Living Unit Monthly Fees, Healthcare Center fees, wellness center fees (Duke Center for Living) and physician clinic fees and amortization of Entrance Fees.

*Independent Living Revenues*

Resident service revenue for Residents in the Independent Living Units is based on the assumed occupancy and the Monthly Fees of the respective units. The Monthly Fees for the Independent Living Units are assumed to increase 3.0 percent annually beginning January 1, 2020.

The Independent Living Units are assumed to maintain approximately 95.3 percent occupancy throughout the forecast period. The following table summarizes the forecasted utilization of the Independent Living Units.

<b>Years ending December 31,</b>	<b>Average Number of Beds Occupied</b>	<b>Average Number of Beds Available</b>	<b>Average Occupancy Percentage</b>
Forecasted:			
2019 <sup>(1)</sup>	286.0	300.0	95.3%
2020	286.0	300.0	95.3%
2021	286.0	300.0	95.3%
2022	286.0	300.0	95.3%
2023	286.0	300.0	95.3%

Source: Management

(1). The ending occupancy of the Independent Living Units on March 31, 2019 was approximately 95 percent.

Double occupancy percentages in the Independent Living Units are assumed to approximate 44 percent in 2019 and decline to approximately 33 percent in 2023.

*Assumed Independent Living Turnover*

The assumed Resident turnover for the Independent Living Units due to death, withdrawal or transfer to the Healthcare Center, and double occupancy of the Independent Living Units has been based on the historical experience of Management.

Refunds of Entrance Fees are generated upon termination of the Residence and Care Agreement and withdrawal from the Community, subject to the re-occupancy of a like Independent Living Unit. Entrance Fees may be generated from Independent Living Units turning over without a corresponding refund because the Resident has not withdrawn from the Community, but has permanently transferred to the Healthcare Center.

Entrance Fees are assumed to increase 2.0 percent annually during the forecast period. The following table presents the assumed turnover Entrance Fees received and the total Entrance Fee refunds.

**Table 5**  
**Turnover Entrance Fee Receipts and Total Entrance Fee Refunds**  
**The Independent Living Units**  
**(In Thousands)**

Fiscal Year Ending December 31,	2019	2020	2021	2022	2023
<i>Number of Entrance Fees Received</i>					
Independent Living Units (attrition)	25.2	23.6	24.0	24.4	24.8
Entrance Fees Received	\$ 11,983	\$ 11,451	\$ 11,878	\$ 12,313	\$ 12,760
Entrance Fees Refunded	\$ (4,875)	\$ (4,833)	\$ (4,742)	\$ (4,643)	\$ (4,552)
Entrance Fees Received, Net of Refunds	\$ 7,108	\$ 6,618	\$ 7,136	\$ 7,670	\$ 8,208

Source: Management

#### *Healthcare Center Fees*

Healthcare Center Monthly Fees are generated from Residents transferring internally and from the outside community. Residents transferring from the Independent Living Units to the Assisted Living Units, MAHS Units, Memory Support Units or Skilled Nursing Beds receive such services at no additional charge over the Resident's Independent Living Unit Monthly Fee then in effect, with the exception of a charge for two additional meals and other ancillary revenues such as in-home services and billable supplies. The Healthcare Center fees, with the exception of Medicare rates, are assumed to increase 3.0 percent beginning January 1, 2020 and annually thereafter. Medicare rates are assumed to increase 2.0 percent beginning January 1, 2020 and annually thereafter.

*Assumed Assisted Living Unit Utilization*

The following table summarizes the assumed utilization of the Assisted Living Units.

**Table 6**  
**Utilization of Assisted Living Units**

Year Ending December 31,	Direct Admit	1 <sup>st</sup> Person Life Care	2 <sup>nd</sup> Person Life Care	Total Units Occupied	Total Units Available	Average Occupancy
Forecasted						
2019 <sup>(1)</sup>	-	18.0	4.0	22.0	22.0	100.0%
2020	-	16.0	2.1	18.1	22.0	82.3%
2021	-	16.0	2.1	18.1	22.0	82.3%
2022	-	16.0	1.9	17.9	22.0	81.4%
2023	-	16.0	1.5	17.5	22.0	79.5%

Source: Management

(1). The ending occupancy of the Assisted Living Units, the Multi-Unit Assisted Housing with Services Units and the Memory Support Units on March 31, 2019 was approximately 90.1 percent.

*Assumed Multi-Unit Assisted Housing with Services Unit Utilization*

Management forecasts existing MAHS Residents are to move through the continuum of care with no new direct admit MAHS Residents entering the Community. The following table summarizes the assumed utilization during the forecast period.

**Table 7**  
**Utilization of Multi-Unit Assisted Living Housing with Services Units**

Year Ending December 31,	Direct Admit	1 <sup>st</sup> Person Life Care	2 <sup>nd</sup> Person Life Care	Total Units Occupied	Average Units Available	Average Occupancy
Forecasted						
2019 <sup>(1)</sup>	-	13.0	-	13.0	14.0	92.9%
2020	-	12.0	-	12.0	14.0	85.7%
2021	-	12.0	-	12.0	14.0	85.7%
2022	-	12.0	-	12.0	14.0	85.7%
2023	-	12.0	-	12.0	14.0	85.7%

Source: Management

(1). The ending occupancy of the Assisted Living Units, the Multi-Unit Assisted Housing with Services Units and the Memory Support Units on March 31, 2019 was approximately 100 percent.

*Assumed Memory Support Unit Utilization*

The following table summarizes the assumed utilization of the Memory Support Units during the forecast period.

**Table 8**  
**Utilization of the Memory Support Units**

Year Ending December 31,		1 <sup>st</sup> Person Life Care	2 <sup>nd</sup> Person Life Care	Total Units Occupied	Total Units Available	Average Occupancy
Forecasted						
2019 <sup>(1)</sup>	-	6.0	10.0	16.0	17.5	91.4%
2020 <sup>(2)</sup>	-	7.0	7.0	14.0	20.0	70.0%
2021	-	8.0	7.0	15.0	20.0	75.0%
2022	-	9.0	7.0	16.0	20.0	80.0%
2023	-	9.0	8.0	17.0	20.0	85.0%

Source: Management

(1). The ending occupancy of the Assisted Living Units, the Multi-Unit Assisted Housing with Services Units and the Memory Support Units on March 31, 2019 was approximately 66.7 percent.

(2). Management assumes that the construction of the five New Memory Support Units to be completed by June 2019.

*Assumed Skilled Nursing Bed Utilization*

The following table summarizes the forecasted utilization of the Skilled Nursing Beds during the forecast period.

**Table 9**  
**Utilization of Skilled Nursing Beds**

Year Ending December 31,	Medicare <sup>(2)</sup>	1 <sup>st</sup> Person Life Care	2 <sup>nd</sup> Person Life Care	Total Units Occupied	Total Units Available	Average Occupancy
Forecasted						
2019 <sup>(1)</sup>	2.0	19.4	12.6	34.0	40.0	85.0%
2020	2.0	19.0	12.3	33.3	40.0	83.3%
2021	2.0	19.4	12.6	34.0	40.0	85.0%
2022	2.0	19.8	12.7	34.5	40.0	86.3%
2023	2.0	20.0	13.0	35.0	40.0	87.5%

Source: Management

(1). The occupancy of the Skilled Nursing Units on March 31, 2019 was approximately 72.5 percent.

(2). As of the date of this report, 16 of the 40 Skilled Nursing Beds are Medicare certified.

*Duke Center for Living*

Duke Center for Living revenues are generated by monthly membership fees received from non-residents of the Community. Average membership dues are assumed to approximate \$65 per month per non-resident member for fiscal year 2019, and increase by 3.0 percent beginning January 1, 2020 and annually thereafter.

All Residents receive unlimited access to the Duke Center for Living at no additional cost. Management assumes approximately 49 percent of the Residents are assumed to utilize the facility during the forecast period.

*Investment Income*

The annual rate of return on the Corporation's unrestricted cash is assumed to be 1.60 percent during the forecast. Management has assumed a 1.60 percent average annual rate of return on the Debt Service Reserve Fund and the Statutory Operating Reserve.

*Other Revenues*

Management assumes other revenues consist of revenues from additional meals and snacks, guest meals, guest apartment rentals, catering, and other miscellaneous sources. Management assumes these revenues to increase 3.0 percent beginning January 1, 2020 and annually thereafter.

**Summary of Operating Expense Assumptions**

Operating expenses are provided by Management based on their experience operating the Community. Salaries, wages and employee benefits are assumed to increase 3.0 percent beginning January 1, 2020 and annually thereafter. Management assumes employee benefits would approximate 28 percent of salaries during the forecast period.

Other operating expenses include Duke Center for Living costs, supplies, accounting and legal, and facilities costs, which include property taxes, insurance, utilities, and other miscellaneous costs. Management assumes the cost of other operating expenses to increase 3.0 percent beginning January 1, 2020 and annually thereafter. The following table summarizes the assumed staffing levels for all departments.

**Table 10**  
**Staffing Levels – FY 2019**

<b>Department</b>	<b>Full-time Equivalent (FTE's)</b>
Administrative	11.0
Human Resources	5.0
Marketing and communications	6.0
Healthcare services	78.4
Dining services	65.9
Maintenance and facilities	17.0
Housekeeping	36.0
Resident Services	19.8
Companion Care	10.5
Duke Center for Living and wellness	15.8
<b>Total FTE's</b>	<b>265.4</b>

Source: Management

**Assets Limited as to Use**

The Bond Trustee and the Master Trustee are assumed to maintain the following funds and accounts for the Series 2010A Bonds and Series 2014A Bonds:

- (1) Debt Service Reserve Fund – A parity Debt Service Reserve Fund for the Series 2010A Bonds and Series 2014A Bonds.
- (2) Board Designated Funds – Funds designated by the Board for capital projects.
- (3) Assets Limited as to Use, current portion (“Bond Fund”), which is to contain installments of principal and interest on the Series 2010A Bonds and Series 2014A Bonds paid by the Corporation until such principal and interest are due.
- (4) Restricted by Donor –Amounts restricted by donors include contributions to assist Residents at time of financial hardship, to support the Community at large, and other various donor-restricted purposes.
- (5) Statutory Operating Reserve - North Carolina General Statute § 58-64-33 requires CCRCs to maintain an operating reserve equal to 50 percent of the total operating costs in a given year, or 25 percent of such total operating costs if occupancy as of a certain date exceeds 90 percent.

**Property and Equipment and Depreciation Expense**

The Corporation is assumed to incur routine capital additions during the forecast period that would be capitalized as property and equipment. Property and equipment donated are recorded as unrestricted contributions at fair market value at the date of receipt. Expenditures for maintenance, repairs and minor renovations are charged to expense as incurred. Routine capital additions during the forecast period are summarized in the table below.

**Table 11**  
**Schedule of Property and Equipment**  
**(In Thousands)**

Years Ending December 31,	2019	2020	2021	2022	2023
Property and equipment, gross beginning balance	\$147,937	\$150,811	\$155,451	\$160,556	\$163,402
Routine capital additions <sup>(1)</sup>	2,874	4,640	5,105	2,846	2,931
Property and equipment, gross	150,811	155,451	160,556	163,402	166,333
Accumulated depreciation	(55,404)	(60,243)	(65,333)	(70,748)	(76,428)
Property and equipment, net ending balance	\$ 95,407	\$ 95,208	\$ 95,223	\$ 92,654	\$ 89,905

Source: Management

(1). In 2019 and 2020, routine capital additions include \$2,000,000 per interior refurbishments, corridor enhancements, and other miscellaneous improvements.

**Long-Term Debt and Interest Expense***The Series 2010A Bonds*

In October 2010, the Corporation issued \$61,180,000 of tax-exempt, fixed rate Retirement Facilities First Mortgage Revenue Bonds (Galloway Ridge Project) Series 2010A Bonds (“Series 2010A Bonds”) at a discount of \$190,269. As of December 31, 2018, the outstanding balance of the Series 2010A Bonds was approximately \$53,400,000. The Series 2010A Bonds have interest rates ranging from 2.9 to 6.0 percent per annum. Interest on the Series 2010A Bonds is payable on January 1 and July 1 of each year. Principal on the Series 2010A Bonds is paid annually on January 1, with a final maturity on January 1, 2039.

*The Series 2014A Bonds*

In September 2014, the Corporation issued \$15,495,000 of tax-exempt, adjustable rate First Mortgage Revenue Refunding Bonds with an average interest rate ranging from 5.00 to 6.00 percent per annum (the “Series 2014A Bonds”) through the North Carolina Medical Care Commission. As of December 31, 2018, the outstanding balance of the Series 2014A Bonds was approximately \$15,465,000. The Series 2014A Bonds have interest rates ranging from 2.0 to 5.25 percent per annum. Interest on the Series 2014A Bonds is payable on January 1 and July 1 of each year. Principal on the Series 2014A Bonds is paid annually on January 1, with a final maturity on January 1, 2041.

The following table presents the assumed annual debt service during the forecast period and thereafter for both bond series.

**Table 12**  
**Annual Debt Service - Series 2010A and 2014A Bonds**  
**(in Thousands)**

Year Ending December 31,	Series 2010A		Series 2014A		Total Debt Service	
	Principal	Interest Payments	Principal	Interest Payments	Principal	Interest Payments
2019	\$ 1,545	\$ 3,054	\$ 10	\$ 810	\$ 1,555	\$ 3,864
2020	1,615	2,982	10	809	1,625	3,791
2021	1,690	2,904	10	808	1,700	3,712
2022	1,770	2,820	10	808	1,780	3,628
2023	1,860	2,723	10	808	1,870	3,531
Thereafter	44,920	24,335	15,415	13,498	60,335	37,833
<b>Total</b>	<b>\$ 53,400</b>	<b>\$ 38,818</b>	<b>\$ 15,465</b>	<b>\$ 17,541</b>	<b>\$ 68,865</b>	<b>\$ 56,359</b>

Source: Management



**Current Assets and Current Liabilities**

Operating expenses exclude amortization, depreciation, other non-cash expenses and interest expense. Operating revenues include Independent Living Unit Monthly Fees and Healthcare Center service fees. Working capital components have been estimated based on industry standards and Management's historical experience as follows:

Accounts receivable	12	Days of operating revenues
Other receivables	4	Days of operating revenues
Prepaid expenses	10	Days of operating expenses
Accounts payable	10	Days of operating expenses
Accrued payroll and related liabilities	12	Days of operating expenses
Other accrued liabilities	8	Days of operating expenses

Source: Management

**Operating Reserve Requirement**

North Carolina General Statute § 58-64-33 requires CCRCs to maintain an operating reserve (the "Statutory Operating Reserve") equal to 50 percent of the total operating costs in a given year, or 25 percent of such total operating costs if occupancy as of a certain date exceeds 90 percent. The Statutory Operating Reserve requirement as of December 31, 2018 was \$5,698,315. Management's forecast shows sufficient cash and investment balances to comply with the Statutory Operating Reserve requirement throughout the forecast period.



**EXHIBIT C**

**INTERIM FINANCIAL STATEMENTS**  
**(as of March 31, 2019)**



**Galloway Ridge**  
**BALANCE SHEET**  
**For the Three Months Ending March 31, 2019**

	Period Ending 3/31/2019 Actual	Period Ending 3/31/2018 Actual
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 4,991,703	\$ 8,838,961
Accounts Receivable, Net		
Accounts Receivable	1,179,334	1,053,926
Allowance for Doubtful Accounts	(111,024)	(99,394)
Total Accounts Receivable, Net	\$ 1,068,310	\$ 954,532
Inventory	106,534	125,280
Prepaid Expenses	290,472	290,770
<b>TOTAL CURRENT ASSETS</b>	<b>\$ 6,457,019</b>	<b>\$ 10,209,542</b>
<b>ASSETS LIMITED TO USE</b>		
Future Residents Deposits	\$ 892,330	\$ 482,700
Statutory Operating Reserve	6,020,507	5,802,224
Funds Restricted by Donor	2,264,495	2,021,451
Funds Held by Trustee	7,040,421	6,810,810
Board Designated Funds	12,379,100	11,265,760
<b>TOTAL ASSETS LIMITED TO USE</b>	<b>\$ 28,596,854</b>	<b>\$ 26,382,944</b>
<b>LONG TERM ASSETS</b>		
Buildings	\$ 115,262,872	\$ 114,001,302
Capital Projects in Progress	2,685,900	1,006,620
Land & Improvements	6,606,453	6,532,402
Furniture, Fixtures & Equipment	9,323,498	8,791,587
Capitalized Interest	14,965,401	14,965,401
Accumulated Depreciation - Fixed Assets	(45,009,613)	(40,839,133)
Accumulated Amortization - Capitalized Interest	(7,015,264)	(6,416,648)
<b>TOTAL LONG TERM ASSETS</b>	<b>\$ 96,819,246</b>	<b>\$ 98,041,531</b>
<b>DEFERRED MARKETING COST, NET</b>	<b>\$ -</b>	<b>\$ 1,481,179</b>
<b>TOTAL ASSETS</b>	<b>\$ 131,873,119</b>	<b>\$ 136,115,196</b>
<b>LIABILITIES &amp; NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable - General	\$ 201,456	\$ 133,029
Entrance Fee Refunds Payable	4,000,063	1,736,973
Accrued Interest	970,165	2,011,114
Accrued Payroll & Related Expenses	317,086	622,843
Other Accrued Expenses	181,531	181,531
Covered Parking Deposits	558,000	518,000
Future Resident Deposits	892,330	796,400
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$ 7,120,631</b>	<b>\$ 5,999,891</b>
<b>LONG-TERM LIABILITIES</b>		
Long Term Debt	\$ 65,187,130	\$ 69,482,929
Refundable Entrance Fees	45,064,460	53,550,483
Deferred Entrance Fee Revenue, net	53,528,579	47,672,729
Deferred DCFL Revenue	318,406	205,748
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>\$ 164,098,575</b>	<b>\$ 170,911,889</b>
<b>FUND BALANCE</b>		
Temporarily Restricted	\$ 2,264,445	\$ 1,772,595
Unrestricted	(42,633,131)	(38,492,382)
Current Surplus/(Deficit)	1,022,550	(903,540)
<b>TOTAL FUND BALANCE</b>	<b>\$ (39,346,137)</b>	<b>\$ (37,623,326)</b>
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b>\$ 131,873,069</b>	<b>\$ 139,288,453</b>

**Galloway Ridge**  
**1st QUARTER INCOME STATEMENT**  
**For the Three Months Ending March 31, 2019**

Account Name	QTR			YTD				
	Actual	2019 Budget	Budget Diff	Budget % Var	Actual	2019 Budget	Budget Diff	Budget % Var
<b>OPERATING INCOME</b>								
Residential Service Fees	\$ 4,301,941	\$ 4,357,500	\$ (55,559)	(1.27) %	\$ 4,301,941	\$ 4,357,500	\$ (55,559)	(1.27) %
Community Operations/Facilities	37,746	16,885	20,861	123.54 %	37,746	16,885	20,861	123.54 %
Food Services	162,101	194,610	(32,509)	(16.70) %	162,101	194,610	(32,509)	(16.70) %
Resident Services	32,901	17,349	15,552	89.64 %	32,901	17,349	15,552	89.64 %
Healthcare Services	980,530	1,002,603	(22,073)	(2.20) %	980,530	1,002,603	(22,073)	(2.20) %
Home Care Services	58,364	131,158	(72,794)	(55.50) %	58,364	131,158	(72,794)	(55.50) %
Clinic	20,122	26,106	(5,984)	(22.92) %	20,122	26,106	(5,984)	(22.92) %
Rehab	240,556	232,500	8,056	3.46 %	240,556	232,500	8,056	3.46 %
Duke Center for Living	307,835	268,600	39,235	14.60 %	307,835	268,600	39,235	14.60 %
Other Revenue	55,010	16,575	38,435	231.88 %	55,010	16,575	38,435	231.88 %
<b>Total Operating Income</b>	<b>\$ 6,197,108</b>	<b>\$ 6,263,886</b>	<b>\$ (66,778)</b>	<b>(1.06) %</b>	<b>\$ 6,197,108</b>	<b>\$ 6,263,886</b>	<b>\$ (66,778)</b>	<b>(1.06) %</b>
<b>OPERATING EXPENSES</b>								
Executive	\$ 285,917	\$ 351,357	\$ (65,440)	(18.62) %	\$ 285,917	\$ 351,357	\$ (65,440)	(18.62) %
Accounting	89,667	94,311	(4,644)	(4.92) %	89,667	94,311	(4,644)	(4.92) %
Information Technology	327,429	309,792	17,637	5.69 %	327,429	309,792	17,637	5.69 %
Human Resources	207,446	275,481	(68,035)	(24.69) %	207,446	275,481	(68,035)	(24.69) %
Marketing	200,967	237,262	(36,295)	(15.29) %	200,967	237,262	(36,295)	(15.29) %
Community Operations	1,359,052	1,564,267	(205,215)	(13.11) %	1,359,052	1,564,267	(205,215)	(13.11) %
Food Services	960,085	1,036,209	(76,124)	(7.34) %	960,085	1,036,209	(76,124)	(7.34) %
Resident Life	324,557	349,316	(24,759)	(7.08) %	324,557	349,316	(24,759)	(7.08) %
Healthcare Services	1,047,752	1,168,170	(120,418)	(10.30) %	1,047,752	1,168,170	(120,418)	(10.30) %
Home Care Services	72,947	102,459	(29,512)	(28.80) %	72,947	102,459	(29,512)	(28.80) %
Clinic	74,994	98,768	(23,774)	(24.07) %	74,994	98,768	(23,774)	(24.07) %
Rehab	192,140	185,265	6,875	3.71 %	192,140	185,265	6,875	3.71 %
Wellness	34,031	41,265	(7,234)	(17.53) %	34,031	41,265	(7,234)	(17.53) %
Duke Center For Living	238,901	291,465	(52,564)	(18.03) %	238,901	291,465	(52,564)	(18.03) %
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 5,415,884</b>	<b>\$ 6,105,387</b>	<b>\$ (689,503)</b>	<b>(11.29) %</b>	<b>\$ 5,415,884</b>	<b>\$ 6,105,387</b>	<b>\$ (689,503)</b>	<b>(11.29) %</b>
<b>OPERATING NET INCOME/(LOSS)</b>	<b>\$ 781,224</b>	<b>\$ 158,499</b>	<b>\$ 622,725</b>	<b>392.88 %</b>	<b>\$ 781,224</b>	<b>\$ 158,499</b>	<b>\$ 622,725</b>	<b>392.88 %</b>
<b>NON-OPERATING INCOME</b>								
Temporarily Restricted Released	\$ 136,065	\$ -	\$ 136,065	0.00 %	\$ 136,065	\$ -	\$ 136,065	0.00 %
Investment Income	151,734	75,000	76,734	102.31 %	151,734	75,000	76,734	102.31 %
Unrealized Investment Income/(Loss)	1,055,295	-	1,055,295	0.00 %	1,055,295	-	1,055,295	0.00 %
Earned Entrance Fees	1,172,966	1,278,750	(105,784)	(8.27) %	1,172,966	1,278,750	(105,784)	(8.27) %
<b>TOTAL NON-OPERATING INCOME</b>	<b>\$ 2,516,059</b>	<b>\$ 1,353,750</b>	<b>\$ 1,162,309</b>	<b>85.85 %</b>	<b>\$ 2,516,059</b>	<b>\$ 1,353,750</b>	<b>\$ 1,162,309</b>	<b>85.85 %</b>
<b>NON-OPERATING EXPENSES</b>								
Temporarily Restricted Expended	\$ 136,065	\$ -	\$ 136,065	0.00 %	\$ 136,065	\$ -	\$ 136,065	0.00 %
Depreciation Expense	1,016,099	985,059	31,040	3.15 %	1,016,099	985,059	31,040	3.15 %
Amortization Expense	169,265	213,462	(44,197)	(20.70) %	169,265	213,462	(44,197)	(20.70) %
Long Term Debt Interest Expense	953,304	957,498	(4,194)	(0.43) %	953,304	957,498	(4,194)	(0.43) %
<b>TOTAL NON-OPERATING EXPENSES</b>	<b>\$ 2,274,733</b>	<b>\$ 2,156,019</b>	<b>\$ 118,714</b>	<b>5.50 %</b>	<b>\$ 2,274,733</b>	<b>\$ 2,156,019</b>	<b>\$ 118,714</b>	<b>5.50 %</b>
<b>NON-OPERATING NET INCOME/(LOSS)</b>	<b>\$ 241,326</b>	<b>\$ (802,269)</b>	<b>\$ 1,043,595</b>	<b>(130.08) %</b>	<b>\$ 241,326</b>	<b>\$ (802,269)</b>	<b>\$ 1,043,595</b>	<b>(130.08) %</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>\$ 1,022,550</b>	<b>\$ (643,770)</b>	<b>\$ 1,666,320</b>	<b>(258.83) %</b>	<b>\$ 1,022,550</b>	<b>\$ (643,770)</b>	<b>\$ 1,666,320</b>	<b>(258.83) %</b>

**Galloway Ridge**  
**STATEMENT OF CASH FLOWS**  
For the Three Months Ending March 31, 2019

	Month Ending 3/31/2019	Year To Date 3/31/2019
	Actual	Actual
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
<b>CHANGE IN NET ASSETS</b>	<b>\$ 203,204</b>	<b>\$ 1,022,550</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Depreciation	\$ 336,499	\$ 1,016,099
Accounts Receivable	(59,185)	(175,010)
Prepaid Expenses	27,349	149,909
Inventory	(1,929)	(1,929)
Other Assets	(229,495)	(380,550)
Accounts Payable	476,303	682,266
Deferred Revenue	(162,617)	270,706
Other Liabilities	381,176	(1,206,262)
<b>NET CASH USED BY OPERATING ACTIVITIES</b>	<b>\$ 768,101</b>	<b>\$ 355,229</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Capital Expenditures	\$ (420,946)	\$ (906,609)
Purchase of long term investments and other assets	(1,223,668)	482,227
Temporarily Restricted Assets	78,728	295,183
<b>NET CASH USED BY INVESTING ACTIVITIES</b>	<b>\$ (1,565,886)</b>	<b>\$ (129,198)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Debt Proceeds	\$ (528,057)	\$ (3,570,424)
<b>NET CASH USED BY FINANCING ACTIVITIES</b>	<b>\$ (528,057)</b>	<b>\$ (3,570,424)</b>
<b>Increase (Decrease) in Cash</b>	<b>\$ (1,122,637)</b>	<b>\$ (2,321,844)</b>
<b>Cash, Beginning Period</b>	<b>\$ 6,114,340</b>	<b>\$ 7,313,547</b>
<b>Cash, End of Period</b>	<b>\$ 4,991,703</b>	<b>\$ 4,991,703</b>





**EXHIBIT D**

**EXPLANATION OF MATERIAL DIFFERENCES BETWEEN PREVIOUS  
FORECASTED FINANCIAL STATEMENTS AND ACTUAL RESULTS OF  
OPERATIONS**



**Comparison and Explanation of Differences between Forecasted and Audited Financials  
for Period Ending December 31, 2018**

(In Thousands)

	Projected Statements of Operations and Changes in Net Assets (Deficits) Compilation of the Five Years Ending December 31, 2022	Statement of Operations and Changes in Net Deficit Audited Financial Statements	Explanation of Differences
<b>Revenue</b>			
Amortization of Entrance Fees	4,721	5,774	Higher than expected termination income
Resident Services			
Independent Living	16,755	16,895	
Health Center	5,547	4,947	Lower than expected Medicare stays
			Higher than expected members and increase in membership dues. Higher than expected utilization of personal services.
Duke Center for Living (Wellness Center)	1,038	1,224	
Total Resident Services	<u>28,061</u>	<u>28,840</u>	
Other Revenue	839	953	
Interest Income	270	(201)	Forecast does not include unrealized investment losses.
Net Assets Released from Restrictions	<u>0</u>	<u>851</u>	Forecast does not include restricted funds
Total Revenues, Gains, and Other Support	29,170	30,443	
<b>Expenses</b>			
Administration	1,844	1,815	
Human Resources	1,074	922	Lower than expected Workers Comp insurance premium.
Marketing	783	816	
Healthcare Service	6,085	6,001	
Dining Services	3,735	3,832	
Maintenance	1,966	2,727	Higher than expected repairs & maintenance expenses
Housekeeping	1,360	1,328	
Utilities & Insurance	2,021	1,522	Lower than expected utility costs
Activities and Wellness Programs	1,197	1,327	
Duke Center for Living	1,003	1,009	
Property Tax	720	781	
Loss on extinguishment of debt	0	0	
			Lower than expected amortization expense due to new accounting provision of Financial Accounting Standards Board Accounting Standards Update
Depreciation & Amortization	5,165	4,802	
Interest Expense	4,083	3,971	
Restricted Assets Expended	<u>0</u>	<u>851</u>	Forecast does not include restricted funds
Total Expenses	31,036	31,704	
Operating Gain/(Loss)	(1,866)	(1,261)	Higher than expected revenue
Increase in Temporarily Restricted Net Assets	<u>-</u>	<u>-</u>	Forecast does not include restricted funds
Change in Unrestricted Net Deficits	(1,866)	(1,261)	
Net Deficits, beginning of year as restated	<u>(37,773)</u>	<u>(39,403)</u>	
Net deficits, end of year	(39,639)	(40,664)	

Variances of less than +/- 10% or under \$150,000 are considered immaterial

**Comparison and Explanation of Differences between Forecasted and Audited Financials  
for Period Ending December 31, 2018**

	(In Thousands)		
	Projected Statements of Operations and Changes in Net Assets (Deficits) Compilation of the Five Years Ending December 31, 2022	Balance Sheet Audited Financial Statements	Explanation of Differences
<b>Assets</b>			
<b>Current Assets</b>			
Cash and Investments	\$ 7,066	8,012	Higher than expected net operating gain.
Accounts Receivable	464	697	Lower than expected payments received towards projected account receivables than anticipated
Entrance Fee Notes	0	0	
Other Receivable	66	196	
Prepaid Expenses	577	545	
Assets Limited to use, current portion	3,504	1,962	Audited statements do not include principal due on January 1, 2019
<b>Total Current Assets</b>	<b>11,677</b>	<b>11,412</b>	
<b>Assets Limited to Use:</b>			
Accrued Principal and interest	3,504	1,495	Audited statements do not include interest due on January 1, 2019
Debit Service Reserve Fund	5,425	5,623	
Restricted by Donor	1,966	1,969	
Board Designated Funds	11,201	11,103	
Statutory Operating Reserve	5,632	5,698	
<b>Total Assets Limited to Use</b>	<b>27,728</b>	<b>25,888</b>	
Less: Current Portion	(3,504)	0	Audited statements show Limited Use Assets net of current portion
<b>Assets Limited to Use, net</b>	<b>24,224</b>	<b>25,888</b>	
Property and Equipment	150,492	147,938	
Less: Accumulated Depreciation	(50,144)	(50,859)	
<b>Property and Equipment, net</b>	<b>100,348</b>	<b>97,079</b>	
<b>Deferred costs, net</b>			
Financing	0	0	
Marketing	546	0	Audited statements eliminated Deferred Marketing Costs due to new accounting provision of Financial Accounting Standards Board Accounting Standards Update
<b>Deferred costs, net</b>	<b>546</b>	<b>0</b>	
<b>Total Assets</b>	<b>\$ 136,795</b>	<b>\$ 134,379</b>	
<b>Liabilities and Net Deficit</b>			
<b>Current Liabilities</b>			
Accounts Payable	\$ 231	\$ 783	Higher than expected year end accruals recognized
Accrued Payroll and Related Liabilities	577	716	Higher than expected year end accruals recognized
Covered parking Deposits	534	564	
Other Current Liabilities	577	487	
Accrued Interest	1,949	1,962	
Current portion - Series 2010A Bonds	1,555	1,555	
Refundable Entrance Fees	1,006	2,551	Less Plan B & Plan C contracts turned over than anticipated
<b>Total Current Liabilities</b>	<b>6,429</b>	<b>8,618</b>	
Series 2010 Bonds and 2014 A Bonds, less current portion	65,268	65,168	
Resident Deposits	616	698	
Refundable Entrance Fees	50,125	47,288	
Deferred Revenue from Non-Refundable Entrance Fees	53,996	53,271	
<b>Total Liabilities</b>	<b>176,434</b>	<b>175,043</b>	
Temporarily Restricted Net Assets	0	1,969	Forecast does not include restricted funds
Net Deficits	(39,639)	(42,633)	
<b>Total Liabilities and Net Deficits</b>	<b>\$ 136,795</b>	<b>\$ 134,379</b>	

Variances of less than +/- 10% or under \$150,000 are considered immaterial

**Comparison and Explanation of Differences between Forecasted and Audited Financials  
for Period Ending December 31, 2018  
(In Thousands)**

	Projected Statements of Operations and Changes in Net Assets (Deficits) Compilation of the Five Years Ending December 31, 2022	Statement of Cash Flows Audited Financial Statements	Explanation of Differences
<b>Cash Flows from Operating Activities</b>			
Change in Net Deficits	\$ (1,866)	\$ (1,261)	See Statement of Operations Comparison
Depreciation and Amortization of Deferred Costs	5,350	4,886	
Amortization of Entrance Fees	(4,721)	(5,774)	Higher than expected termination income
Loss on extinguishment of debt	-	-	
Entrance Fees Received from turnover	6,444	7,849	Vacated units refilled faster than projected
Entrance Fee Refunds	(4,768)	(3,376)	Less Plan B & Plan C contracts turned over than anticipated
Changes in working capital			
Change in Current Assets	390	(141)	Lower than expected payments received towards projected account receivables than anticipated
Change in Current Liabilities	(49)	146	Higher than expected accruals recognized
Change in Accrued Interest	(95)	(82)	
Net Cash Provided by Operating Activities	<u>685</u>	<u>2,247</u>	
<b>Cash Flows from Investing Activities</b>			
Capital Expenditures	(5,940)	(2,872)	Fewer capital purchases than anticipated
Deferred marketing costs	-	-	
Net Change in Assets Limited to Use	<u>330</u>	<u>207</u>	
Net Cash (used) in Investing Activities	(5,610)	(2,665)	
<b>Cash Flows from Financing Activities</b>			
Proceeds from entrance fees	4,638	1,077	Lower than expected proceeds received from entrance fees
Principal payments Series 2010A Bonds	<u>(1,495)</u>	<u>(1,495)</u>	
Net Cash provided by (used) in Financing Activities	3,143	(418)	
Change in Cash and Investments	(1,782)	(836)	
Cash and Investments, beginning of year	<u>8,848</u>	<u>8,848</u>	
Cash and Investments, end of year	\$ 7,066	\$ 8,012	

Variances of less than +/- 10% or under \$150,000 are considered immaterial



**EXHIBIT E**

**Summary of Actuarial Study**





MILLIMAN REPORT

# Actuarial Study for Galloway Ridge at Fearington

As of December 31, 2018

Gregory T. Zebolsky, FSA, MAAA  
Justin Songster, FSA, MAAA



## B SUMMARY OF FINDINGS

### Relating to Study Objectives:

- The actuarial balance sheet for current residents develops a deficit of \$11,899,113, or approximately 3.6% of assets, demonstrating that Galloway Ridge does not have enough resources available for current residents (including the actuarial present value of periodic fees expected to be paid in the future by present residents) to cover existing liabilities and the actuarial present value of the expected costs associated with the obligations to such residents under their agreements. See Section 5 for further information and analysis.
- The cash flow projection shows positive cash balances in each of the ten years. Cash flows are positive in 2019, negative in 2020-2021, and positive and increasing thereafter. This is a good and necessary result for an actuarially priced CCRC. See Section 4 for further information and details.
- The actuarial pricing analyses in this study indicate pricing surplus ranging from 13% to 15% of assets for new residents entering Galloway Ridge under the residency agreements offered. This means, for a typical cohort of new entrants, that the sum of the advance fee paid at occupancy plus the actuarial present value at occupancy of the new residents' expected future periodic fees is sufficient to cover the actuarial present value at occupancy of the costs of performing all obligations assumed by the Community for this cohort. This result holds for each version of the Residency Agreement:
  - Traditional (Plan A) - declining refund – pricing surplus of 15% of assets.
  - 90% Return of Capital (ROC) (Plan B) – pricing surplus of 13% of assets.
  - 75% ROC (Plan C) – pricing surplus of 13% of assets.

See Section 6 for further information and analysis.

- Because of the deficit on the actuarial balance sheet, we must find that the financial condition of Galloway Ridge is not in satisfactory actuarial balance as of December 31, 2018.
- The actuarial balance sheet deficit deserves further comment. The deficit declined from 4.9% of assets at December 31, 2015 (restated) to 3.6% of assets at December 31, 2018. ILU occupancy remains high and has actually increased slightly since our last study. The actuarial value of long-term debt declined in the last three years, due to principal payments made on the 2010A and 2014A bonds. As indicated above, future new entrants at Galloway Ridge will contribute to surplus in the future as they replace existing residents who vacate their units due to death, transfer, or withdrawal.
- Based on our knowledge and experience with other CCRCs, we do not believe the actuarial balance sheet deficit is a cause for concern, so long as occupancy levels at Galloway Ridge remain high. The combination of continued high occupancy, actuarial pricing surplus, and future expected reductions in long-term debt should result in continued improvement in the balance sheet position. The consequence of the actuarial balance sheet deficit is that, for Galloway Ridge to remain viable, future new entrants must subsidize current residents, at least for a period of time. We recommend that Galloway Ridge work to continue to reduce the actuarial balance sheet deficit and to establish a level of surplus of at least 5% of assets.

## SUMMARY OF FINDINGS *(continued)*

### Relating to Community Operations:

- As of December 31, 2018, the valuation date of this study, 283 of the 300 independent living units at Galloway Ridge were occupied. Since our last study (as of December 31, 2015), actual occupancy has increased from 281 units (94% of available) to 283 units (94% of available). For purposes of the population and financial projections in this study, we have assumed that occupancy will increase to 285 units (95% of available units) by December 31, 2019 and remain at that level thereafter. This assumption is critical to the outcome of the cash flow projection, the actuarial balance sheet, and the actuarial pricing analysis.
- In the last three years, Galloway Ridge has experienced the following:
  - ILU mortality rates that are lower than industry standards (as observed by Milliman).
  - Rates of transfer to ALU (including memory care) that are higher than industry standards.
  - Rates of transfer to SNF that are lower than industry standards.
  - Rates of transfer from ALU to SNF that are lower than industry standards.
  - ALU mortality rates that are higher than industry standards.
  - SNF mortality rates that are similar to industry standards.
  - Rates of withdrawal that are similar to industry standards.
  - Utilization of home health care that is lower than industry standards. Residents in ILU may receive home health or companion care from the Galloway Ridge in-house program or from outside caregivers or home health agencies. Approximately 9% of ILU residents receive assistance with activities of daily living or other care. This is a low level when compared with other CCRCs that Milliman consults with.
  - Ages of residents at entry that are lower than industry standards for both single new entrants and couples. Recent new entrant average ages are approximately 79.5 for singles and 77.4 for couples.
- As a result of the above experience, and after discussions with management and representatives of Galloway Ridge, we made several adjustments to our assumed rates of mortality and morbidity (permanent transfer to ALU and SNF). While we did not give full credibility to the above experience, we did reflect it in making these adjustments.

We have based our assumed rates of mortality, permanent transfer, and withdrawal, used in the resident population projections, in part on the actual experience at Galloway Ridge; however, the historical resident experience at any one community is not 100% statistically credible. Actuaries working with CCRCs usually consider other industry experience, including specific experience at other communities the actuary works with, when setting actuarial assumptions for population projections at a particular community. As a result, the Galloway Ridge population projections may show projected deaths, transfers and withdrawals that do not duplicate historical experience.

**SUMMARY OF FINDINGS (continued)**

It is important for the reader of this study to understand that actual future experience at any one CCRC will almost certainly vary from that expected, and our projections provide only the baseline, or expected, results. We will continue to monitor actual experience at Galloway Ridge in future years and modify assumptions as appropriate in future actuarial studies.

- At December 31, 2018, there were 42 permanent contractual residents in the ALU. Throughout this report, “ALU” will refer to the assisted living, memory care, and catered living (MUAHS) units at the Arbor Health Center. Our baseline population projections indicate that the number of permanent contractual residents in the ALU will increase to 47 within five years and 48 within ten years. While in the past there have been outside private pay residents in the ALU, management has decided not to allow future new private pay residents. For purposes of the financial projections in this study, we are assuming that Galloway Ridge will not fill assisted living units with outside private pay residents.
- At December 31, 2018, there were 27 permanent residents in the SNF. As shown on the summary population projection page for SNF utilization, we expect the number of permanently assigned residents to increase to approximately 30 within five years and 32 within ten years. An additional 5 beds are projected to be occupied by temporary transfers to the SNF. It is possible that future SNF utilization could exceed the 40-bed capacity. We have also assumed that there will be two contractual Medicare residents over all years of our projections. In addition, Galloway Ridge may need to provide higher levels of care in the ALU for short periods of time or arrange for additional temporary care at outside nursing facilities when needed. Galloway Ridge does not intend to utilize SNF beds by outside private pay or medicare residents. There have such residents in the SNF in the past, but we are assuming no private pay residents in future years.
- Since our last actuarial study, operating expenses have increased less than expected (approximately 2.6% annually since 2015) and contractual resident’s monthly service fees have also increased less than expected (approximately 2.9% per year since 2015). Based on discussions with representatives of Galloway Ridge, we have assumed that both operating expenses and monthly fees will increase 3.5% annually in future years.

**EXHIBIT F**

**75% RETURN-OF-CAPITAL™ RESIDENCE AND CARE AGREEMENT**





GALLOWAY RIDGE

AT FEARRINGTON

**RESIDENCE AND CARE AGREEMENT  
(75% Return-of-Capital™)**

05/30/17

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Exhibit A – Options and Custom Features Added at Resident's Request

## GLOSSARY

The following terms are described as used in the accompanying Residence and Care Agreement. Reference to the Residence and Care Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

**"Agreement"** means the Residence and Care Agreement between the Resident and Galloway Ridge, Inc. which delineates the contractual obligations of both parties.

**"Entrance Fee"** means the sum of (i) the Entrance Fee Deposit and (ii) the balance of the Entrance Fee paid to us pursuant to Section 5 of the Agreement.

**"Extra Charges"** means the additional charges to be paid for the additional services and amenities requested by Resident, as set forth in Section 2 of the Agreement.

**"Galloway Ridge at Fearington"** or **"Community"** means the senior living community located at 3000 Galloway Ridge, Pittsboro, North Carolina 27312, including the residences, the health center, and all site amenities.

**"Galloway Ridge, Inc.," "Galloway Ridge," "we," "our," or "us"** means the owner of the Community, a non-profit corporation organized to do business in the State of North Carolina.

**"Health Center"** or **"The Arbor"** means the licensed area of the Community where assisted living services and nursing care services are provided.

**"Monthly Charges"** means the charges payable each month by the Resident pursuant to the terms of the Agreement, including the Monthly Fee, the Extra Charges, and all other fees and charges payable monthly pursuant to the terms of the Agreement.

**"Monthly Fee"** means the fee payable each month in consideration for the amenities and services provided to all residents, as set forth in Section 1 of the Agreement. The Monthly Fee includes a second person Monthly Fee if there are two Residents.

**"Occupancy"** means the earlier of the date Resident moves into the Community or the date Resident pays the balance of the Entrance Fee and Monthly Fee pursuant to Section 5.2 of the Agreement.

**"Personal Service Provider"** means a private employee, an independent contractor, or a licensed home care or home health care agency that may be contracted by the Resident to provide personal services requested or required by the Resident that are not covered by the Agreement.

**"Residence"** means the apartment home or villa identified in the introduction page of the Agreement, in which the Resident has the right to live pursuant to the Agreement in exchange for paying the Entrance Fee and the Monthly Fee.

**"Resident," "you" or "your"** means the individual(s) who execute(s) the Agreement as Resident. Sometimes a second Resident (if there are two Residents) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two Residents.



**GALLOWAY RIDGE**  
AT FEARRINGTON

**75% RETURN OF CAPITAL  
RESIDENCE AND CARE AGREEMENT**

**INTRODUCTION**

This 75% Return-of-Capital™ Residence and Care Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between Galloway Ridge, Inc., a North Carolina nonprofit corporation, (hereinafter "Galloway Ridge," "we," "us," or "our") and the undersigned \_\_\_\_\_ (individually or collectively, "you," "your," or "Resident").

Galloway Ridge was formed to develop, own and operate the senior living community known as Galloway Ridge at Fearington (the "Community") located at Fearington Village in Pittsboro, North Carolina. The Community is designed to provide senior living in an atmosphere of peace and harmony to eligible persons, regardless of race, religion, creed, color, sex, handicap, ancestry, sexual orientation, veteran's status or national origin. Galloway Ridge is not affiliated with any religious, charitable or other nonprofit organization, and no other organization is responsible for the financial and contractual obligations of Galloway Ridge.

Subject to the conditions contained in the Agreement, as a Resident of the Community, you are offered lifetime use of your Residence and lifetime access to The Arbor by paying the Entrance Fee, Monthly Fee, and other fees or charges. We agree to make available to you the residence (hereafter "Residence") described as follows:

Residence Number: \_\_\_\_\_  
Residence Style: \_\_\_\_\_

In addition to the provisions set forth in this Agreement, all residents are subject to Galloway Ridge's policies, procedures, rules and regulations, which may be modified or amended by Galloway Ridge from time to time at Galloway Ridge's sole discretion. Without limiting the foregoing, Resident specifically acknowledges that the Community is a tobacco-free community pursuant to a tobacco-free policy adopted by the Board of Directors of Galloway Ridge on April 27, 2016.

**1. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS.** We will provide at the Community, so long as you reside in a Residence therein, the following services and amenities, which are included in the Monthly Fee:

**1.1 Housekeeping.** Weekly standard housekeeping services to your Residence.

**1.2 Laundry.** Weekly in-home linen service.

**1.3 Activities and Social Services.** Social, cultural, educational, recreational and spiritual activities designed to stimulate and support your overall physical, spiritual and emotional well-being. You are encouraged to join in such activities as you find appealing.

**1.4 Dining Services.** A set number of meal points each month sufficient for one meal per day per resident. Meal points may be used in accordance with our meal program.

**1.5 Meal Delivery Service.** Meal delivery to your Residence.

**1.6 Parking.** Unassigned surface parking for your use.

**1.7 Emergency Response.** Each residence and all common areas of the Community are equipped with an emergency call system which is monitored 24-hours per day to summon emergency aid.

**1.8 Security and Grounds.** For your comfort and safety, we will provide security services for the Community at large, as well as basic grounds keeping and maintenance for common areas.

**1.9 Utilities and Services.** Water, heat, electricity, sewer service, air conditioning in the Residence, and trash removal from central locations. At our discretion, we may also offer Community-wide wireless internet access.

**1.10 Telephone.** The Residence is pre-wired for telephone installation. Arranging for telephone services and payment of any charges for such service is your responsibility.

**1.11 Transportation.** Limited, regularly scheduled local transportation.

**1.12 Common Facilities.** Dining rooms, cafe, auditorium, social and activities rooms, and other Community facilities. Such other facilities include the Community's fitness center, which includes a lap pool, whirlpool, exercise track and equipment, aerobics facilities, and massage area. Private dining rooms can be reserved by Residents.

**1.13 Cable TV.** The Residence is pre-wired for cable television service, and basic cable television service is included in your Monthly Fee. Arranging for any additional television service beyond basic cable and payment of charges for such additional service is your responsibility.

**1.14 Furnishings.** Wall-to-wall carpeting, clothes washer and dryer, kitchen appliances consisting of refrigerator/freezer with icemaker, oven/range, dishwasher, garbage disposal and microwave oven with built-in exhaust hood, and other permanent fixtures in the Residence. All other furnishings shall be provided by you and shall remain your personal property. Furnishings and appliances in the residences shall be subject to inspection and approval to ensure the safety of residents. Exterior furnishings shall be subject to Galloway Ridge's policies and procedures. No physical changes may be made to a Residence without the prior written approval of Galloway Ridge.

**1.15 Maintenance.** Building janitorial staff and maintenance of buildings, grounds, and residences, and all necessary (as determined by us) repairs, maintenance and replacement of property and equipment owned by us, including provided appliances.

**1.16 Mail.** A centralized mail area for the delivery of your mail by the U.S. Postal Service.

**1.17 Resident Storage.** (Apartment residents only) A small storage area away from your Residence to store non-perishable and non-hazardous materials and other items not required for daily living. These storage areas may or may not be on the same floor as the Residence

**2. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE.** We may also make available additional services at the Community, at your request, for as long as you occupy a Residence at the Community, at the then prevailing rates of Extra Charge. A schedule of services currently available and the current charges for each service is available from the Community's Accounting Department. The extra services available and the prices for these services may be changed periodically. These may include, but are not limited to, the following:

**2.1 Additional Meals.** Additional meals over those provided in consideration for the Monthly Fee;

**2.2 Additional Housekeeping.** Additional housekeeping beyond that provided for the Monthly Fee, including but not limited to unusually heavy housekeeping required due to your failure to maintain the Residence in a clean and orderly condition at all times;

**2.3 Additional Parking.** Covered parking spaces will be available and assigned on a limited basis, first come first served.

**2.4 Satellite TV.** At our sole discretion, satellite television may be available for an Extra Charge.

**2.5 Additional Transportation.** Unscheduled personal transportation services.

**2.6 Other Services.** Other services as may be provided from time to time.

**3. DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE.** You may occupy the Residence for as long as you (or either of you) live unless you (both of you if there are two of you) are unable to continue occupying a Residence as set forth in our Aging in Community Policy, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living services or nursing care services be given, you may be required to relocate to The Arbor where we are licensed to provide such care. If there are two of you under this Agreement and one of you dies or relocates to The Arbor, or for some other reason is unable to occupy the Residence, the remaining person may continue to occupy the Residence under the terms of this Agreement.

**4. ASSISTED LIVING SERVICES AND NURSING CARE SERVICES.** To the extent we are licensed by the State of North Carolina, we will provide assisted living services and nursing care services in the Community's health center, The Arbor ("Arbor").

**4.1 Relocation to The Arbor.** If, in the opinion of your attending physician or the Medical Director (after consultation with you to the extent possible and your responsible party, if any), you require assisted living services or nursing care services, you will relocate to the appropriate area of The Arbor, where we are licensed to provide such services. Any relocation will be in accordance with Section 4.2.1 or 4.2.2 if there is one of you and Section 4.2.3 if there are two of you. Charges for your accommodations and services at The Arbor may depend upon whether you release your Residence for occupancy by someone else.

**4.2 Terms of Assignment.** Usually you will be considered temporarily assigned to The Arbor for 90 or fewer consecutive days of care. However, you may be considered permanently assigned during the 90 consecutive days of care if, in the opinion of your attending physician or the Medical Director (after consultation with you to the extent possible and your responsible party, if any), it is determined that long-term assisted living or nursing care services are needed. If you require more than 90 consecutive days of assisted living or nursing care services, you will be considered permanently assigned to The Arbor, unless we determine there is still potential for you to return to your Residence.

**4.2.1 Temporarily Assigned When There is One of You.** When temporarily assigned to The Arbor, your Residence will remain assigned to you. You will continue to pay the Monthly Fee for your Residence, along with the charge for two additional meals per day and charges for any additional services provided to you.

**4.2.2 Permanently Assigned When There is One of You.** When permanently assigned to The Arbor, we may assign your Residence for occupancy by someone else. You will continue to pay the Monthly Fee for your Residence, along with the charge for two additional meals per day and charges for any additional services provided to you.

**4.2.3 Temporarily or Permanently Assigned When There are Two of You.** When there are two of you, and one of you requires assisted living or nursing care services, one of you may continue to occupy the Residence under the terms of this Agreement, while the other

is assigned to The Arbor. When temporarily or permanently assigned to The Arbor, you will continue to pay your Monthly Fee along with the charge for two additional meals per day and charges for any additional services provided to you. In the event the first Resident dies while the other Resident is assigned to The Arbor, the Resident in The Arbor will cease paying the second person Monthly Fee and will pay the first person Monthly Fee.

**4.3 Alternate Accommodations.** In the event you need assisted living or nursing care services and The Arbor is fully occupied, we will make arrangements for your care, which may require your temporary relocation to another health care facility that is licensed to provide you with the assisted living or nursing care you require. Upon your relocation, you shall continue to be responsible for the charges set forth in Section 4 herein. To the extent we would be liable for your care and accommodations in The Arbor under this Agreement we will be responsible for the charges associated with alternate accommodations. You agree to relocate to The Arbor when a space becomes available. However, should you need care which we are not licensed to provide or which The Arbor does not have the appropriately trained staff to provide, or does not routinely provide, you agree to relocate to a facility that can provide you with the appropriate level of care. Except as expressly stated in this Agreement, we will not be responsible for the charges for this higher level of care or private duty care.

**4.4 Return to Residence.** If you released your Residence because you have moved to The Arbor, and if later you are able, in the opinion of the Medical Director or your attending physician with the concurrence of the Medical Director, to return to a residence, we will provide you a residence of the same type as your previous Residence as soon as one becomes available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the new residence.

**4.5 Medical Director and Ancillary Services.** A licensed physician specializing in geriatric care will be designated to act as Medical Director for the Community. You will be at liberty to engage the services of the Medical Director or the services of a physician of your choice at your own expense. We will not be responsible for the charges for medical treatment by the Medical Director, or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, and other similar services and supplies. In the event we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, pharmaceutical supplies, personal laundry, rental of equipment, and other similar services and supplies, you will reimburse us for such charges.

**4.6 Non-Resident Use of The Arbor.** We may offer accommodations and services in The Arbor to qualified non-residents for a fee, to the extent space is available and as allowed by North Carolina law. However, residents of the Community will be given priority access to The Arbor.

**4.7 Long-Term Care Insurance.** We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.



**4.8 Health Care Outside the Community.** In the event you receive care, or choose to receive care at another health care facility not designated by us, we will not be responsible for the charges incurred there by you. However, if an accident or illness occurs while you are traveling or visiting away from the Community, you shall make every reasonable effort to notify us as soon as possible, and if nursing or assisted living care is required, you shall arrange to return to the Community as soon as reasonably possible. We will be responsible for costs of nursing and assisted living services covered under this Agreement that are incurred by you in another nursing or assisted living facility as a result of such accident or illness. Our responsibility for such nursing or assisted living facility charges will be limited to our per diem charge for the same level of care at the Community. You will be responsible for other costs such as hospitalization, physicians' fees and transportation, as noted herein, which shall be paid by you or your personal insurance. In the event an outside healthcare provider seeks payment from you for nursing or assisted living services rendered, we shall assume responsibility for payment if such services are services which we agree to furnish to you in this Agreement up to our per diem charge for the same level of care at the Community.

**4.9 Assisted Living Residency Agreement or Skilled Nursing Admission.** If you require assisted living or nursing care services, you agree to provide all necessary documentation to allow for admission to The Arbor.

**4.10 Supplemental Insurance.** You are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in The Arbor. Such supplemental insurance should cover Medicare co-insurance and deductibles. You shall furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in The Arbor, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in The Arbor, you shall be financially responsible for paying to us deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in The Arbor. If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations as provided in Section 9.2, and we retain the right to revoke your entitlement to reside at the Community and we retain the right to cancel this Agreement as provided in Section 9.

**4.11 Managed Care.** If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms governing The Arbor care will be as follows:

**4.11.1 Participating Provider.** If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will agree to accept, as full payment, reimbursement at the rate we negotiate with your managed care program.

**4.11.2 Not a Participating Provider.** If we are not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you

must relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, you understand and agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence.

**4.11.3 Negotiated Managed Care Rate.** If we are not a participating provider in your managed care program and you would still like to receive health care services in The Arbor during a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we will agree to accept as full payment the rate provided by your managed care program.

**4.11.4 No Negotiated Managed Care Rate.** If we are not a participating provider in your managed care program and a negotiated rate is not agreed upon between us and your managed care program and you would still desire to receive health care services in The Arbor during a Medicare-qualified stay, you agree that you will continue to pay the Monthly Fee for your Residence adjusted for the two additional meals per day at the then-current charges for meals and any additional services as described in Section 4.5.

**4.11.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be entitled to health care services in The Arbor in accordance with the terms of this Agreement other than as set forth in this Section 4.12.

**4.12 Effect of Permanent Assignment to The Arbor.** If you (both of you, if there are two of you) are permanently assigned to The Arbor, this Agreement shall not be canceled and shall remain in full force and effect, and you will be responsible for paying the Monthly Fee and any other fees or charges for your care in The Arbor. Further, if within 12 months prior to your permanent assignment to The Arbor you moved from the Residence identified in the Introduction to this Agreement to a residence with a lower Monthly Fee, your Monthly Fee for The Arbor will be equal to the Monthly Fee of the Residence identified in this Agreement. You will also pay an additional Monthly Fee if you choose not to release your Residence while you (both of you, if there are two of you) are permanently assigned to The Arbor.

**5. ENTRANCE FEE.** Your Entrance Fee is \$\_\_\_\_\_, and an additional Second Person Entrance Fee of \$\_\_\_\_\_ if there are two of you under this Agreement. Your total Entrance Fee is \$\_\_\_\_\_. This Entrance Fee applies only to the Residence specified in this Agreement, and will not increase as to that Residence after this Agreement is signed by you and Galloway Ridge. Your Entrance Fee will be paid by check or wire transfer.

**5.1 Entrance Fee Deposit.** To reserve your Residence at the Community, at the time of executing this Agreement, you will pay to us a deposit in the amount of \$\_\_\_\_\_ (an amount no less than typically equal to 10% of your total Entrance Fee).

**5.2 Balance of Entrance Fee.** The remaining balance of your total Entrance Fee is \$\_\_\_\_\_ and will be paid to us on the earlier of (i) occupancy; or (ii) within 90 days of the date you execute this Agreement.

**5.3 Adjustments for Change in Residence.** If after occupancy of the Residence you desire to move to a different residence for which the then-current Entrance Fee is higher or lower than the Entrance Fee for the Residence identified in this Agreement, you will be required to execute a Residence Transfer Amendment for the new residence. Any adjustment to the Entrance Fee will be determined at the time of the requested change in residences, and will be addressed in the Residence Transfer Amendment.

## **6. MONTHLY FEE AND OTHER CHARGES**

**6.1 Application Fee.** Prior to or at the time you execute this Agreement, you will pay to us a non-refundable Application Fee of \$\_\_\_\_\_. The Application Fee will be used by us to process your application for residency.

**6.2 Monthly Fee.** You will pay a Monthly Fee for the services and amenities provided under Section 1. The current Monthly Fee is \$\_\_\_\_\_ per month for one person and an additional \$\_\_\_\_\_ per month if there are two of you.

**6.3 Monthly Fee Changes.** We may adjust your Monthly Fee upon 60 days' advance written notice, if in our sole discretion, we deem it necessary to meet the financial needs of operating the Community or to provide services and amenities to residents (or without notice if such change in the Monthly Fee is required by local, state, or federal laws or regulations).

**6.4 Payment.** You will pay a pro rata portion of the Monthly Fee commencing on the earlier of (i) occupancy or (ii) within 90 days of the date you execute this Agreement. Thereafter, your Monthly Fee will be payable each month in advance. Billing statements showing amounts due, including the Monthly Fee and any Extra Charges for the additional services obtained during the preceding month, will be distributed on or before the third business day of the month, and payments will be due upon receipt of a billing statement, but no later than the fifteenth day of each month.

**6.5 Late Payment.** A late payment charge will be assessed at the rate of 1% per month on the total delinquent amounts due. Late payment charges will not be compounded and will not be included in the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. The 1% late payment charge is waived if payment is delayed due to slow processing by your supplemental insurance carrier. However, we do not waive our right to cancel this Agreement for nonpayment of fees subject to Section 9 of this Agreement.

**6.6 Cease Payment of Monthly Fee for Residence.** The Monthly Fee for your Residence will cease in accordance with Section 8 or 9 if you (both of you if there are two of you) die, or if you or we cancel this Agreement. In the event there are two of you who occupy the Residence and only one of you cancels this Agreement or dies, the second person Monthly Fee will cease and the remaining person will continue to pay the first person Monthly Fee.

## **7. REPAYMENT OF ENTRANCE FEE.**

### **7.1 Repayment of Entrance Fee Prior to Occupancy.**

**7.1.1 Non-acceptance.** If we do not accept you for residency, the portion of the Entrance Fee you have paid will be repaid to you, without interest, within 30 days of our notice to you of non-acceptance.

**7.1.2 Right of Rescission Period.** If you rescind this Agreement pursuant to Section 8.1.1, the portion of the Entrance Fee you have paid will be repaid to you without interest within 30 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement. You shall not be required to move into the Community before expiration of the 30 day rescission period.

**7.1.3 Change in Condition.** If prior to occupancy this Agreement is cancelled pursuant to Section 8.1.2, we will return to you or your legal representative, without interest, the portion of the Entrance Fee which you have paid to us within 60 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement.

**7.1.4 Cancellation for Reasons Other Than Set Forth in 7.1.1, 7.1.2, and 7.1.3.** If prior to occupancy you wish to cancel this Agreement for a reason other than those set forth in Sections 7.1.1, 7.1.2, or 7.1.3, you must give us written notice of cancellation by registered or certified mail. Upon our receipt of your written notice, this Agreement will be cancelled, and we will attempt to obtain a new resident for the Residence. In such event, upon occupancy of the Residence by the new resident, and within 30 days of our receipt of the Entrance Fee paid by the new resident, we will remit to you or your legal representative, without interest, the portion of the Entrance Fee which you have paid to us, less a non-refundable fee consisting of: (i) 1% of your total Entrance Fee as specified in Section 5, and (ii) an amount equal to any charges specifically incurred by us at your request and which are set forth in a separate addendum to this Agreement.

**1.1 7.2 Repayment of Entrance Fee after Occupancy.** Within the first 12 months of occupancy, should you or we cancel this Agreement pursuant to Sections 8 or 9, or in the event of your death (the death of the survivor if there are two of you), we will remit the Entrance Fee paid, without interest and less 1% upon assuming occupancy and less 2% per month for each subsequent month or partial month of occupancy. After 12 months of occupancy, should you or we cancel this Agreement pursuant to Sections 8 or 9, or in the event of your death (the death of the survivor if there are two of you), we will remit to you (or your estate) an amount equal to 75% of the Entrance Fee, without interest. Such repayment will be made upon occupancy of the Residence by a new resident and within 30 days of our receipt of the proceeds paid by the new resident.

**7.3 Right of Offset.** We have the right to offset against any Entrance Fee repayment any unpaid Monthly Charges owed by you, any unreimbursed charges for care at The Arbor we

have advanced on your behalf, any amounts deferred by us under Section 9.2, and any other sums owed by you to us. Any amounts owed by you to us will be payable with interest subject to the then-current prime interest rate as charged by our primary financial institution.

**7.4 Beneficiary Designation.** You may designate a beneficiary for receipt of any repayable portion of the Entrance Fee if the designation is in writing, the designation is witnessed by two competent witnesses, the designation is non-contingent, the designation is specified in percentages and accounts for 100%, and the designation has received our approval. An Assignment of Rights to Repayment may be obtained from the Community's business office.

## **8. YOUR CANCELLATION RIGHTS.**

### **8.1 Prior to Occupancy.**

**8.1.1 Right of Rescission.** Within 30 days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the 30 day rescission period. However, if you occupy the Residence during the rescission period and then rescind this Agreement, you will only be charged a Monthly Fee for the period of time that you actually occupied the Residence. Repayment of the Entrance Fee shall be as outlined in Section 7.1.2.

**8.1.2 Due to Change in Condition.** If, on account of illness, injury, incapacity or death, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel upon our receipt of written notice of your illness, injury, incapacity or death. Repayment of the Entrance Fee shall be as outlined in Section 7.1.3.

**8.1.3 Other Reasons.** If you wish to cancel this Agreement prior to occupancy for any reason other than those addressed in Section 8.1.1 or 8.1.2, you may do so by giving us written notice of cancellation signed by you (both of you if there are two of you) and sent by registered or certified mail. Repayment of the Entrance Fee shall be as outlined in Section 7.1.4.

### **8.2 After Occupancy.**

**8.2.1 Cancellation.** After occupancy, you may cancel this Agreement at any time by giving us 30 days' advance written notice executed by you (both of you if there are two of you) and sent by registered or certified mail. This Agreement will cancel on the later of: (i) 30 days following the date we receive your written notice of cancellation; or (ii) the date you vacate your Residence and/or The Arbor, and remove all your furniture and other property from the Community.

**8.2.2 Monthly Fee.** You will continue to pay your Monthly Fee until the later of: (i) the expiration of such 30 day written notice of cancellation period; or (ii) the date

you vacate your Residence and/or The Arbor, and remove all of your furniture and other property from the Community.

**8.2.3 Removal of Property.** If removal of your furniture and other property is not accomplished within 30 days of your written notice of cancellation, we may remove and store your furniture and other property at the expense and risk of you or your estate.

**8.2.4 Entrance Fee.** Your Entrance Fee refund, if any, shall be calculated as set forth in Section 7.2.

### **8.3 Death.**

**8.3.1 Cancellation.** In the event of your death (the death of the survivor if there are two of you) after occupancy, this Agreement will cancel on the later of: (i) your death (if there are two of you, the death of the survivor); or (ii) the date your estate vacates your Residence and/or The Arbor, and removes all your furniture and other property from the Community.

**8.3.2 Monthly Fee.** Your Monthly Fee will continue until the later of: (i) your death (the death of the survivor if there are two of you); or (ii) the date your estate vacates your Residence and/or The Arbor, if applicable, and removes all of your furniture and other property from the Community.

**8.3.3 Removal of Property.** If removal of your furniture and other property is not accomplished within 30 days of your death (the survivor's death, if there are two of you), we may remove and store your furniture and other property at the expense and risk of you or your estate.

**8.3.4 Entrance Fee.** Your Entrance Fee refund, if any, shall be calculated as set forth in Section 7.2.

## **9. OUR CANCELLATION RIGHTS.**

**9.1 Just Cause.** After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**9.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency application process.

**9.1.3 Nonpayment.** Except as set forth below, nonpayment of fees or charges.

**9.1.4 Threat to Health or Safety.** Any condition or behavior of yours as determined in the sole discretion of Galloway Ridge that creates a danger to your life, health, safety or peace; or that creates a danger to the life, health, safety or peace of other residents or staff; or interferes with the functioning of staff.

**9.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in The Arbor within the limits of our license.

**9.2 Financial Difficulty.** If, after you have paid the Entrance Fee, you encounter financial difficulties making it impossible for you to pay the full Monthly Charges, then:

**9.2.1 Benefits.** You may remain until any applicable Title XVIII Medicare benefits and/or third party insurance benefits received by us on your behalf have been earned; and

**9.2.2 Terms of Stay.** Because it is and shall continue to be our declared policy to not cancel your residency solely by reason of your financial inability to pay the full Monthly Charges, you will be permitted to remain at the Community at reduced Monthly Charges based on your ability to pay for so long as you establish facts to justify deferral of such charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate on a sound financial basis. This provision will not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets, after assuming residency, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, and/or supplemental insurance coverage. To evidence these agreements based on the circumstances at the time, you agree to enter into a Financial Assistance Amendment to Residency Agreement with us at the time of any such deferrals to reflect the reduced charges currently payable. Any payments otherwise due to you from us, including any repayment of your Entrance Fee, will be offset against any such deferred charges; and

**9.2.3 Guarantor.** Sections 9.2.1 and 9.2.2 are not applicable if, to initially qualify for residency at the Community, a third party(ies) with adequate resources agreed in writing, prior to your acceptance for residency, to guarantee payment of your obligations and is fulfilling their obligations pursuant to a Guaranty of Fees and Other Payments under the Residency Agreement.

**9.3 Notice of Cancellation.** Prior to any cancellation of this Agreement by us, we will give you notice in writing of the reasons, and you will have 60 days thereafter to correct the problem. If we determine that the problem is corrected within such time, this Agreement shall remain in effect. If we determine that the problem is not corrected within such time, you must leave the Community within 30 days after we notify you of our determination. You will continue to pay your Monthly Fee until removal of your furniture and personal belongings has occurred. If removal of your furniture and personal belongings is not accomplished, we may remove and store your furniture and personal belongings at the expense and risk of you or your estate. This

Agreement will cancel upon the removal of your furniture and personal belongings. Your Entrance Fee will amortize as set forth in Section 7.2 and will stop amortizing on the date you vacate the Residence and/or The Arbor and remove all your furniture and personal belongings from the Community. Any Entrance Fee repayment will be paid in accordance with Section 7.

**9.4 Emergency Notice.** Should your continued residency pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described above might be detrimental to you or other residents, then such notice and/or waiting period shall not be required before relocation to a hospital or other appropriate facility. If there is one of you under this Agreement, we are expressly authorized to transfer you to such hospital or other facility, and we will promptly notify your responsible party and your attending physician. After transferring you to such hospital or other facility, we will provide you with a notice of cancellation if you will be unable to return to The Arbor or your Residence at the Community. You will continue to pay the Monthly Fee until removal of your furniture and personal belongings from the Community. If removal of your furniture and personal belongings is not accomplished, we may remove and store your furniture and personal belongings at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and personal belongings. Your Entrance Fee will amortize as set forth in Section 7.2 and will stop amortizing on the date you vacate the Residence and/or The Arbor and remove all your furniture and personal belongings from the Community. Any Entrance Fee repayment will be paid in accordance with Section 7. If there are two of you under this Agreement and one of you is transferred to a hospital or other appropriate facility under the circumstances described in this Section, the other person may continue to occupy the Residence or The Arbor under the terms of this Agreement as the first person. We are not responsible for any charges related to such transfer or relocation to a hospital or other appropriate facility.

## **10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.**

**10.1 Use of Residence.** The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions or other applicable laws and regulations. This Agreement is not a lease, and entitles you only to the lifetime use of the Residence and other amenities of the Community and to available services, subject to the terms and conditions of this Agreement.

**10.2 Occupants of Residence.** Except as hereinafter provided, no person other than you (or both of you if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement, after the date we execute this Agreement, said second person's acceptance will be based upon our then-current Residency Policy. If accepted, payment of the then-current Second Person Entrance Fee as determined by us, and payment of the then-current additional Monthly Charges for second persons shall be due. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than 30 days (except with our express written approval).



**10.3 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health or safety or the health or safety of other residents. Should it be necessary to modify facilities to meet the requirements of any applicable law or regulation which necessitate temporarily vacating your Residence, we will provide alternate facilities for you without Extra Charge within or outside the Community. Further, if relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another Residence in the Community or The Arbor for the protection of your health or safety or for the health or safety of the others.

**10.4 Furnishings.** Furnishings within the Residence will be provided by you except as listed in Section 1. Furnishings provided by you shall not interfere with the health or safety of you or other residents or others.

**10.5 Alterations by You.** You may undertake alterations to your Residence with our prior written approval as set forth in a separate Residence Modification Agreement.

**10.6 Refurbishment.** Customary and normal refurbishment costs of your Residence will be borne by all residents of the Community as part of the Monthly Fee. Any necessary refurbishment costs beyond those which are customary and normal are your responsibility and will be offset against any Entrance Fee repayment. Further, should you relocate to another residence in the Community, you may be subject to a transfer fee as set forth in our current Internal Move Policy.

**10.7 Guest Privileges.** Guests may stay with you in the Residence for up to eight consecutive days. The maximum number of guests allowed will be at our sole discretion. A nominal daily charge will be billed to you for each guest remaining beyond eight days. Further, you will be responsible for paying all applicable guest charges, including charges for guest meals. Guest stays beyond 8 consecutive days or more than 30 days in total in any 12-month period require approval of the Executive Director.

## **11. AMENDMENTS.**

**11.1 This Agreement.** This Agreement may be amended by agreement of the parties to this Agreement (subject to any necessary regulatory approval). No amendment of this Agreement will be valid unless in writing and executed by you and us.

**11.2 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable federal or state laws or regulations.

## **12. MISCELLANEOUS.**

**12.1 Periodic Financial Information.** You agree to provide Galloway Ridge, if requested, periodic financial statements and current financial information for the purpose of demonstrating capacity to meet financial obligations to Galloway Ridge. In addition, should you

experience financial difficulty that might result in your immediate or eventual inability to meet the financial obligations under this Agreement, including but not limited to any spend down of assets, you will inform Galloway Ridge immediately, and submit a current financial statement.

**12.2 Residents Council.** We have a Residents Council with representation from various residential areas of the Community. The Residents Council acts in an advisory capacity to our management and staff and serves to facilitate the exchange of ideas between us and the residents. Community management staff holds periodic meetings with the Residents Council and the residents in order to discuss policies, programs, services, financial information and other issues and information.

**12.3 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency ("Personal Service Provider"). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home care or home health agency. In any event, you must comply with our policy regarding Personal Service Providers and ensure that he/she/they complies with our policies and rules of conduct as set forth in our Personal Service Provider Policy. If you fail to follow or enforce the rules set forth in the Personal Service Provider Policy, then we may elect at our sole option to cancel this Agreement.

**12.4 Resident Representations.** By executing this Agreement, you represent and warrant that you will be at least 62 years of age or older at the time of residency or you will share your Residence with another person who will be 62 years of age or older at the time of residency; that you are capable of living in your Residence in accordance with our Residency Policy; that you have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations under this Agreement to meet your ordinary and customary living expenses after assuming occupancy; and that all written representations made to us with respect to such matters by you or on your behalf during the residency process are true.

**12.5 Our Representations.** We represent and warrant to you that we are a non-profit corporation, and we are not affiliated with any other religious or charitable organization. It is and shall be our declared policy to operate as a charitable organization. We will comply with applicable statutes, rules and regulations regarding Resident's privacy and the use and disclosure of Resident's medical information.

**12.6 Adjustments for Absences.** You will receive a credit toward your Monthly Fee for unused meals if you are absent from the Community for more than 14 consecutive days. The amount of the credit shall be determined by us in our sole discretion based on our then-current policy regarding absences from the Community.

**12.7 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina without regard to conflict of laws principles and will become effective upon acceptance and execution by us.

**12.8 Glossary.** The Glossary which sets forth the definitions of certain terms used in this Agreement is by this reference incorporated herein and made a part of this Agreement.

**12.9 Separability.** The invalidity of any restriction, condition, or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**12.10 Capacity.** We are organized under the general non-profit corporation law of North Carolina. This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent, or employee of ours shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

**12.11 Residents.** When more than one person executes this Agreement as Resident, the rights and obligations of each are joint and several, except as the context of this Agreement otherwise requires.

**12.12 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 7; (ii) this Agreement and your contractual right to reside at the Community will exist and continue to exist during your lifetime unless cancelled as provided herein; (iii) this Agreement grants you the right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

**12.13 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain, at your own expense, insurance to protect against such losses.

**12.14 Indemnity.** To the extent allowed by law, we will not be liable for, and you agree to indemnify, defend, and hold us harmless from claims, damages, and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to, or in any way connected with your negligent or intentional act or omission or that of your guests or invitees.

**12.15 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender(s) such further written evidence of such subordination as such lender(s) may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**12.16 Tax Considerations.** Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax considerations associated with this Agreement, as more fully explained in our Disclosure Statement.

**12.17 Sale or Transfer of Interest.** We may sell or transfer our interest in the Community, provided that the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other Residency Agreements, we will have no further obligation hereunder. In addition, we may sell or otherwise transfer the land or other portions of the Community. Your signature hereto constitutes your consent and approval to any such future transfer.

**12.18 Responsible Party.** You agree to execute and deliver to us within 30 days after assuming occupancy in your Residence, a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and will be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**12.19 Funeral and Burial Services.** Funeral or burial services or expenses are not provided by us pursuant to this Agreement.

**12.20 Pets.** Pets are permitted at the Community in accordance with our current Pet Policy.

**12.21 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent registered or certified mail or hand-delivered to the Executive Director of the Community at 3000 Galloway Ridge, Pittsboro, North Carolina 27312. Such notices shall be dated and signed. Any notice required to be given to you shall be delivered to you at the Residence or at such other place as you shall designate to us in writing. All notices mailed in accordance with this Section shall be deemed to be given when mailed whether or not they are actually received.

**12.22 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 12.14, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**12.23 Uncontrollable Interruption of Services.** In the event of war, national emergency, strikes or other forms of labor disturbances, government regulations and/or embargoes, shortages of labor or materials, fire, floods, earthquakes, inclement weather, acts of

the Residents or other causes beyond our control, our performance under this Agreement will be excused or may be modified to the extent such acts interfere with such performance.

**12.24 Entire Agreement.** This Agreement and any addenda, amendment, or exhibits hereto contain our entire understanding with respect to your residency.

**12.25 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**12.26 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement, a copy of our most current Disclosure Statement, and have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to executing this Agreement.

### **13. MEDIATION AND ARBITRATION.**

**13.1 Mediation.** In the event a dispute, claim or controversy of any kind arises between the parties – except for those disputes, claims or controversies arising under Section 13.3 below – that cannot be resolved by mutual agreement, the parties agree to submit such dispute, claim or controversy to a neutral mediator for possible resolution. The parties will jointly agree on a neutral mediator. Each party shall submit all evidence or information in writing to the mediator in support of its contentions or allegations and any defense either party may have with respect to the dispute, claim or controversy. Each party shall have the right to a hearing before the mediator and to personally present information pertinent to such dispute, claim or controversy. The mediator shall assist each party, in an unbiased manner, in reaching an amicable agreement regarding the dispute, claim or controversy. If an amicable agreement is not reached, or if either party fails or refuses to negotiate or mediate in good faith to resolve the matter, or if a neutral mediator cannot be agreed upon between the parties, then the parties agree to submit such dispute, claim or controversy to an arbitration process as outlined below.

**13.2 Arbitration.** In the event a dispute, claim or controversy of any kind arising out of or relating to this Agreement – except for those disputes, claims or controversies arising under Section 13.3 below – that cannot be resolved through mediation as described in Section 13.1 above, the parties agree that said dispute, claim, or controversy will be submitted to and determined by arbitration in Chatham County, North Carolina in accordance with the Federal Arbitration Act and the then current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in state law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident,

we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after signing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

**13.3 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages, such as personal injury or wrongful death actions, based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate negligent health care claims. Thus, Sections 13.1 and 13.2 do not apply to personal injury or wrongful death actions based on alleged negligence in the provision of health care. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**IN WITNESS WHEREOF**, the parties hereto have entered into this Residency and Care Agreement as of the day and year noted herein.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

Approved this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

**GALLOWAY RIDGE, INC.**  
**d/b/a Galloway Ridge at Ferrington**

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
Witness



5/27/16

GR Traditional Residence and Care Agreement 2016  
- Approved.doc



# GALLOWAY RIDGE

AT FEARRINGTON

## Exhibit A

<u>Options and Custom Features Added at Resident's Request:</u>	<u>Cost</u>
	\$
	\$
	\$
	\$
	\$
	\$
<u>Total</u>	\$

---

Resident

---

Resident

---

Community



**EXHIBIT G**

**90% RETURN-OF-CAPITAL™ RESIDENCE AND CARE AGREEMENT**





GALLOWAY RIDGE

AT FEARRINGTON

**RESIDENCE AND CARE AGREEMENT  
(90% Return-of-Capital™)**

05/30/17

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Exhibit A – Options and Custom Features Added at Resident's Request

## GLOSSARY

The following terms are described as used in the accompanying Residence and Care Agreement. Reference to the Residence and Care Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

**"Agreement"** means the Residence and Care Agreement between the Resident and Galloway Ridge, Inc. which delineates the contractual obligations of both parties.

**"Entrance Fee"** means the sum of (i) the Entrance Fee Deposit and (ii) the balance of the Entrance Fee paid to us pursuant to Section 5 of the Agreement.

**"Extra Charges"** means the additional charges to be paid for the additional services and amenities requested by Resident, as set forth in Section 2 of the Agreement.

**"Galloway Ridge at Fearington"** or **"Community"** means the senior living community located at 3000 Galloway Ridge, Pittsboro, North Carolina 27312, including the residences, the health center, and all site amenities.

**"Galloway Ridge, Inc.," "Galloway Ridge," "we," "our," or "us"** means the owner of the Community, a non-profit corporation organized to do business in the State of North Carolina.

**"Health Center"** or **"The Arbor"** means the licensed area of the Community where assisted living services and nursing care services are provided.

**"Monthly Charges"** means the charges payable each month by the Resident pursuant to the terms of the Agreement, including the Monthly Fee, the Extra Charges, and all other fees and charges payable monthly pursuant to the terms of the Agreement.

**"Monthly Fee"** means the fee payable each month in consideration for the amenities and services provided to all residents, as set forth in Section 1 of the Agreement. The Monthly Fee includes a second person Monthly Fee if there are two Residents.

**"Occupancy"** means the earlier of the date Resident moves into the Community or the date Resident pays the balance of the Entrance Fee and Monthly Fee pursuant to Section 5.2 of the Agreement.

**"Personal Service Provider"** means a private employee, an independent contractor, or a licensed home care or home health care agency that may be contracted by the Resident to provide personal services requested or required by the Resident that are not covered by the Agreement.

**"Residence"** means the apartment home or villa identified in the introduction page of the Agreement, in which the Resident has the right to live pursuant to the Agreement in exchange for paying the Entrance Fee and the Monthly Fee.

**"Resident," "you" or "your"** means the individual(s) who execute(s) the Agreement as Resident. Sometimes a second Resident (if there are two Residents) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two Residents.



**GALLOWAY RIDGE**  
AT FEARRINGTON

**90% RETURN OF CAPITAL  
RESIDENCE AND CARE AGREEMENT**

**INTRODUCTION**

This 90% Return-of-Capital™ Residence and Care Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between Galloway Ridge, Inc., a North Carolina nonprofit corporation, (hereinafter "Galloway Ridge," "we," "us," or "our") and the undersigned \_\_\_\_\_ (individually or collectively, "you," "your," or "Resident").

Galloway Ridge was formed to develop, own and operate the senior living community known as Galloway Ridge at Fearington (the "Community") located at Fearington Village in Pittsboro, North Carolina. The Community is designed to provide senior living in an atmosphere of peace and harmony to eligible persons, regardless of race, religion, creed, color, sex, handicap, ancestry, sexual orientation, veteran's status or national origin. Galloway Ridge is not affiliated with any religious, charitable or other nonprofit organization, and no other organization is responsible for the financial and contractual obligations of Galloway Ridge.

Subject to the conditions contained in the Agreement, as a Resident of the Community, you are offered lifetime use of your Residence and lifetime access to The Arbor by paying the Entrance Fee, Monthly Fee, and other fees or charges. We agree to make available to you the residence (hereafter "Residence") described as follows:

Residence Number: \_\_\_\_\_  
Residence Style: \_\_\_\_\_

In addition to the provisions set forth in this Agreement, all residents are subject to Galloway Ridge's policies, procedures, rules and regulations, which may be modified or amended by Galloway Ridge from time to time at Galloway Ridge's sole discretion. Without limiting the foregoing, Resident specifically acknowledges that the Community is a tobacco-free community pursuant to a tobacco-free policy adopted by the Board of Directors of Galloway Ridge on April 27, 2016.



**1. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS.** We will provide at the Community, so long as you reside in a Residence therein, the following services and amenities, which are included in the Monthly Fee:

**1.1 Housekeeping.** Weekly standard housekeeping services to your Residence.

**1.2 Laundry.** Weekly in-home linen service.

**1.3 Activities and Social Services.** Social, cultural, educational, recreational and spiritual activities designed to stimulate and support your overall physical, spiritual and emotional well-being. You are encouraged to join in such activities as you find appealing.

**1.4 Dining Services.** A set number of meal points each month sufficient for one meal per day per resident. Meal points may be used in accordance with our meal program.

**1.5 Meal Delivery Service.** Meal delivery to your Residence.

**1.6 Parking.** Unassigned surface parking for your use.

**1.7 Emergency Response.** Each residence and all common areas of the Community are equipped with an emergency call system which is monitored 24-hours per day to summon emergency aid.

**1.8 Security and Grounds.** For your comfort and safety, we will provide security services for the Community at large, as well as basic grounds keeping and maintenance for common areas.

**1.9 Utilities and Services.** Water, heat, electricity, sewer service, air conditioning in the Residence, and trash removal from central locations. At our discretion, we may also offer Community-wide wireless internet access.

**1.10 Telephone.** The Residence is pre-wired for telephone installation. Arranging for telephone services and payment of any charges for such service is your responsibility.

**1.11 Transportation.** Limited, regularly scheduled local transportation.

**1.12 Common Facilities.** Dining rooms, cafe, auditorium, social and activities rooms, and other Community facilities. Such other facilities include the Community's fitness center, which includes a lap pool, whirlpool, exercise track and equipment, aerobics facilities, and massage area. Private dining rooms can be reserved by Residents.

**1.13 Cable TV.** The Residence is pre-wired for cable television service, and basic cable television service is included in your Monthly Fee. Arranging for any additional television service beyond basic cable and payment of charges for such additional service is your responsibility.

**1.14 Furnishings.** Wall-to-wall carpeting, clothes washer and dryer, kitchen appliances consisting of refrigerator/freezer with icemaker, oven/range, dishwasher, garbage disposal and microwave oven with built-in exhaust hood, and other permanent fixtures in the Residence. All other furnishings shall be provided by you and shall remain your personal property. Furnishings and appliances in the residences shall be subject to inspection and approval to ensure the safety of residents. Exterior furnishings shall be subject to Galloway Ridge's policies and procedures. No physical changes may be made to a Residence without the prior written approval of Galloway Ridge.

**1.15 Maintenance.** Building janitorial staff and maintenance of buildings, grounds, and residences, and all necessary (as determined by us) repairs, maintenance and replacement of property and equipment owned by us, including provided appliances.

**1.16 Mail.** A centralized mail area for the delivery of your mail by the U.S. Postal Service.

**1.17 Resident Storage.** (Apartment residents only) A small storage area away from your Residence to store non-perishable and non-hazardous materials and other items not required for daily living. These storage areas may or may not be on the same floor as the Residence

**2. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE.** We may also make available additional services at the Community, at your request, for as long as you occupy a Residence at the Community, at the then prevailing rates of Extra Charge. A schedule of services currently available and the current charges for each service is available from the Community's Accounting Department. The extra services available and the prices for these services may be changed periodically. These may include, but are not limited to, the following:

**2.1 Additional Meals.** Additional meals over those provided in consideration for the Monthly Fee;

**2.2 Additional Housekeeping.** Additional housekeeping beyond that provided for the Monthly Fee, including but not limited to unusually heavy housekeeping required due to your failure to maintain the Residence in a clean and orderly condition at all times;

**2.3 Additional Parking.** Covered parking spaces will be available and assigned on a limited basis, first come first served.

**2.4 Satellite TV.** At our sole discretion, satellite television may be available for an Extra Charge.

**2.5 Additional Transportation.** Unscheduled personal transportation services.

**2.6 Other Services.** Other services as may be provided from time to time.

**3. DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE.** You may occupy the Residence for as long as you (or either of you) live unless you (both of you if there are two of you) are unable to continue occupying a Residence as set forth in our Aging in Community Policy, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living services or nursing care services be given, you may be required to relocate to The Arbor where we are licensed to provide such care. If there are two of you under this Agreement and one of you dies or relocates to The Arbor, or for some other reason is unable to occupy the Residence, the remaining person may continue to occupy the Residence under the terms of this Agreement.

**4. ASSISTED LIVING SERVICES AND NURSING CARE SERVICES.** To the extent we are licensed by the State of North Carolina, we will provide assisted living services and nursing care services in the Community's health center, The Arbor ("Arbor").

**4.1 Relocation to The Arbor.** If, in the opinion of your attending physician or the Medical Director (after consultation with you to the extent possible and your responsible party, if any), you require assisted living services or nursing care services, you will relocate to the appropriate area of The Arbor, where we are licensed to provide such services. Any relocation will be in accordance with Section 4.2.1 or 4.2.2 if there is one of you and Section 4.2.3 if there are two of you. Charges for your accommodations and services at The Arbor may depend upon whether you release your Residence for occupancy by someone else.

**4.2 Terms of Assignment.** Usually you will be considered temporarily assigned to The Arbor for 90 or fewer consecutive days of care. However, you may be considered permanently assigned during the 90 consecutive days of care if, in the opinion of your attending physician or the Medical Director (after consultation with you to the extent possible and your responsible party, if any), it is determined that long-term assisted living or nursing care services are needed. If you require more than 90 consecutive days of assisted living or nursing care services, you will be considered permanently assigned to The Arbor, unless we determine there is still potential for you to return to your Residence.

**4.2.1 Temporarily Assigned When There is One of You.** When temporarily assigned to The Arbor, your Residence will remain assigned to you. You will continue to pay the Monthly Fee for your Residence, along with the charge for two additional meals per day and charges for any additional services provided to you.

**4.2.2 Permanently Assigned When There is One of You.** When permanently assigned to The Arbor, we may assign your Residence for occupancy by someone else. You will continue to pay the Monthly Fee for your Residence, along with the charge for two additional meals per day and charges for any additional services provided to you.

**4.2.3 Temporarily or Permanently Assigned When There are Two of You.** When there are two of you, and one of you requires assisted living or nursing care services, one of you may continue to occupy the Residence under the terms of this Agreement, while the other

is assigned to The Arbor. When temporarily or permanently assigned to The Arbor, you will continue to pay your Monthly Fee along with the charge for two additional meals per day and charges for any additional services provided to you. In the event the first Resident dies while the other Resident is assigned to The Arbor, the Resident in The Arbor will cease paying the second person Monthly Fee and will pay the first person Monthly Fee.

**4.3 Alternate Accommodations.** In the event you need assisted living or nursing care services and The Arbor is fully occupied, we will make arrangements for your care, which may require your temporary relocation to another health care facility that is licensed to provide you with the assisted living or nursing care you require. Upon your relocation, you shall continue to be responsible for the charges set forth in Section 4 herein. To the extent we would be liable for your care and accommodations in The Arbor under this Agreement we will be responsible for the charges associated with alternate accommodations. You agree to relocate to The Arbor when a space becomes available. However, should you need care which we are not licensed to provide or which The Arbor does not have the appropriately trained staff to provide, or does not routinely provide, you agree to relocate to a facility that can provide you with the appropriate level of care. Except as expressly stated in this Agreement, we will not be responsible for the charges for this higher level of care or private duty care.

**4.4 Return to Residence.** If you released your Residence because you have moved to The Arbor, and if later you are able, in the opinion of the Medical Director or your attending physician with the concurrence of the Medical Director, to return to a residence, we will provide you a residence of the same type as your previous Residence as soon as one becomes available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the new residence.

**4.5 Medical Director and Ancillary Services.** A licensed physician specializing in geriatric care will be designated to act as Medical Director for the Community. You will be at liberty to engage the services of the Medical Director or the services of a physician of your choice at your own expense. We will not be responsible for the charges for medical treatment by the Medical Director, or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, and other similar services and supplies. In the event we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, pharmaceutical supplies, personal laundry, rental of equipment, and other similar services and supplies, you will reimburse us for such charges.

**4.6 Non-Resident Use of The Arbor.** We may offer accommodations and services in The Arbor to qualified non-residents for a fee, to the extent space is available and as allowed by North Carolina law. However, residents of the Community will be given priority access to The Arbor.

**4.7 Long-Term Care Insurance.** We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.

**4.8 Health Care Outside the Community.** In the event you receive care, or choose to receive care at another health care facility not designated by us, we will not be responsible for the charges incurred there by you. However, if an accident or illness occurs while you are traveling or visiting away from the Community, you shall make every reasonable effort to notify us as soon as possible, and if nursing or assisted living care is required, you shall arrange to return to the Community as soon as reasonably possible. We will be responsible for costs of nursing and assisted living services covered under this Agreement that are incurred by you in another nursing or assisted living facility as a result of such accident or illness. Our responsibility for such nursing or assisted living facility charges will be limited to our per diem charge for the same level of care at the Community. You will be responsible for other costs such as hospitalization, physicians' fees and transportation, as noted herein, which shall be paid by you or your personal insurance. In the event an outside healthcare provider seeks payment from you for nursing or assisted living services rendered, we shall assume responsibility for payment if such services are services which we agree to furnish to you in this Agreement up to our per diem charge for the same level of care at the Community.

**4.9 Assisted Living Residency Agreement or Skilled Nursing Admission.** If you require assisted living or nursing care services, you agree to provide all necessary documentation to allow for admission to The Arbor.

**4.10 Supplemental Insurance.** You are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in The Arbor. Such supplemental insurance should cover Medicare co-insurance and deductibles. You shall furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in The Arbor, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in The Arbor, you shall be financially responsible for paying to us deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in The Arbor. If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations as provided in Section 9.2, and we retain the right to revoke your entitlement to reside at the Community and we retain the right to cancel this Agreement as provided in Section 9.

**4.11 Managed Care.** If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms governing The Arbor care will be as follows:

**4.11.1 Participating Provider.** If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will agree to accept, as full payment, reimbursement at the rate we negotiate with your managed care program.

**4.11.2 Not a Participating Provider.** If we are not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you

must relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, you understand and agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence.

**4.11.3 Negotiated Managed Care Rate.** If we are not a participating provider in your managed care program and you would still like to receive health care services in The Arbor during a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we will agree to accept as full payment the rate provided by your managed care program.

**4.11.4 No Negotiated Managed Care Rate.** If we are not a participating provider in your managed care program and a negotiated rate is not agreed upon between us and your managed care program and you would still desire to receive health care services in The Arbor during a Medicare-qualified stay, you agree that you will continue to pay the Monthly Fee for your Residence adjusted for the two additional meals per day at the then-current charges for meals and any additional services as described in Section 4.5.

**4.11.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be entitled to health care services in The Arbor in accordance with the terms of this Agreement other than as set forth in this Section 4.12.

**4.12 Effect of Permanent Assignment to The Arbor.** If you (both of you, if there are two of you) are permanently assigned to The Arbor, this Agreement shall not be canceled and shall remain in full force and effect, and you will be responsible for paying the Monthly Fee and any other fees or charges for your care in The Arbor. Further, if within 12 months prior to your permanent assignment to The Arbor you moved from the Residence identified in the Introduction to this Agreement to a residence with a lower Monthly Fee, your Monthly Fee for The Arbor will be equal to the Monthly Fee of the Residence identified in this Agreement. You will also pay an additional Monthly Fee if you choose not to release your Residence while you (both of you, if there are two of you) are permanently assigned to The Arbor.

**5. ENTRANCE FEE.** Your Entrance Fee is \$\_\_\_\_\_, and an additional Second Person Entrance Fee of \$\_\_\_\_\_ if there are two of you under this Agreement. Your total Entrance Fee is \$\_\_\_\_\_. This Entrance Fee applies only to the Residence specified in this Agreement, and will not increase as to that Residence after this Agreement is signed by you and Galloway Ridge. Your Entrance Fee will be paid by check or wire transfer.

**5.1 Entrance Fee Deposit.** To reserve your Residence at the Community, at the time of executing this Agreement, you will pay to us a deposit in the amount of \$\_\_\_\_\_ (an amount no less than typically equal to 10% of your total Entrance Fee).

**5.2 Balance of Entrance Fee.** The remaining balance of your total Entrance Fee is \$\_\_\_\_\_ and will be paid to us on the earlier of (i) occupancy; or (ii) within 90 days of the date you execute this Agreement.

**5.3 Adjustments for Change in Residence.** If after occupancy of the Residence you desire to move to a different residence for which the then-current Entrance Fee is higher or lower than the Entrance Fee for the Residence identified in this Agreement, you will be required to execute a Residence Transfer Amendment for the new residence. Any adjustment to the Entrance Fee will be determined at the time of the requested change in residences, and will be addressed in the Residence Transfer Amendment.

## **6. MONTHLY FEE AND OTHER CHARGES**

**6.1 Application Fee.** Prior to or at the time you execute this Agreement, you will pay to us a non-refundable Application Fee of \$\_\_\_\_\_. The Application Fee will be used by us to process your application for residency.

**6.2 Monthly Fee.** You will pay a Monthly Fee for the services and amenities provided under Section 1. The current Monthly Fee is \$\_\_\_\_\_ per month for one person and an additional \$\_\_\_\_\_ per month if there are two of you.

**6.3 Monthly Fee Changes.** We may adjust your Monthly Fee upon 60 days' advance written notice, if in our sole discretion, we deem it necessary to meet the financial needs of operating the Community or to provide services and amenities to residents (or without notice if such change in the Monthly Fee is required by local, state, or federal laws or regulations).

**6.4 Payment.** You will pay a pro rata portion of the Monthly Fee commencing on the earlier of (i) occupancy or (ii) within 90 days of the date you execute this Agreement. Thereafter, your Monthly Fee will be payable each month in advance. Billing statements showing amounts due, including the Monthly Fee and any Extra Charges for the additional services obtained during the preceding month, will be distributed on or before the third business day of the month, and payments will be due upon receipt of a billing statement, but no later than the fifteenth day of each month.

**6.5 Late Payment.** A late payment charge will be assessed at the rate of 1% per month on the total delinquent amounts due. Late payment charges will not be compounded and will not be included in the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. The 1% late payment charge is waived if payment is delayed due to slow processing by your supplemental insurance carrier. However, we do not waive our right to cancel this Agreement for nonpayment of fees subject to Section 9 of this Agreement.

**6.6 Cease Payment of Monthly Fee for Residence.** The Monthly Fee for your Residence will cease in accordance with Section 8 or 9 if you (both of you if there are two of you) die, or if you or we cancel this Agreement. In the event there are two of you who occupy the Residence and only one of you cancels this Agreement or dies, the second person Monthly Fee will cease and the remaining person will continue to pay the first person Monthly Fee.

## **7. REPAYMENT OF ENTRANCE FEE.**

### **7.1 Repayment of Entrance Fee Prior to Occupancy.**

**7.1.1 Non-acceptance.** If we do not accept you for residency, the portion of the Entrance Fee you have paid will be repaid to you, without interest, within 30 days of our notice to you of non-acceptance.

**7.1.2 Right of Rescission Period.** If you rescind this Agreement pursuant to Section 8.1.1, the portion of the Entrance Fee you have paid will be repaid to you without interest within 30 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement. You shall not be required to move into the Community before expiration of the 30 day rescission period.

**7.1.3 Change in Condition.** If prior to occupancy this Agreement is cancelled pursuant to Section 8.1.2, we will return to you or your legal representative, without interest, the portion of the Entrance Fee which you have paid to us within 60 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement.

**7.1.4 Cancellation for Reasons Other Than Set Forth in 7.1.1, 7.1.2, and 7.1.3.** If prior to occupancy you wish to cancel this Agreement for a reason other than those set forth in Sections 7.1.1, 7.1.2, or 7.1.3, you must give us written notice of cancellation by registered or certified mail. Upon our receipt of your written notice, this Agreement will be cancelled, and we will attempt to obtain a new resident for the Residence. In such event, upon occupancy of the Residence by the new resident, and within 30 days of our receipt of the Entrance Fee paid by the new resident, we will remit to you or your legal representative, without interest, the portion of the Entrance Fee which you have paid to us, less a non-refundable fee consisting of: (i) 1% of your total Entrance Fee as specified in Section 5, and (ii) an amount equal to any charges specifically incurred by us at your request and which are set forth in a separate addendum to this Agreement.

**7.2 Repayment of Entrance Fee After Occupancy.** Within the first five months of occupancy, should you or we cancel this Agreement pursuant to Sections 8 or 9, or in the event of your death (the death of the survivor if there are two of you), we will remit the Entrance Fee paid without interest and less 2% per month for each month or partial month of occupancy. After five months of occupancy, should you or we cancel this Agreement pursuant to Sections 8 or 9, or in the event of your death (the death of the survivor if there are two of you), we will remit to you (or your estate) an amount equal to 90% of the Entrance Fee, without interest. Such repayment will be made upon occupancy of the Residence by a new resident and within 30 days of our receipt of the proceeds paid by the new resident.

**7.3 Right of Offset.** We have the right to offset against any Entrance Fee repayment any unpaid Monthly Charges owed by you, any unreimbursed charges for care at The Arbor we have advanced on your behalf, any amounts deferred by us under Section 9.2, and any other sums



owed by you to us. Any amounts owed by you to us will be payable with interest subject to the then-current prime interest rate as charged by our primary financial institution.

**7.4 Beneficiary Designation.** You may designate a beneficiary for receipt of any repayable portion of the Entrance Fee if the designation is in writing, the designation is witnessed by two competent witnesses, the designation is non-contingent, the designation is specified in percentages and accounts for 100%, and the designation has received our approval. An Assignment of Rights to Repayment may be obtained from the Community's business office.

## **8. YOUR CANCELLATION RIGHTS.**

### **8.1 Prior to Occupancy.**

**8.1.1 Right of Rescission.** Within 30 days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the 30 day rescission period. However, if you occupy the Residence during the rescission period and then rescind this Agreement, you will only be charged a Monthly Fee for the period of time that you actually occupied the Residence. Repayment of the Entrance Fee shall be as outlined in Section 7.1.2.

**8.1.2 Due to Change in Condition.** If, on account of illness, injury, incapacity or death, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel upon our receipt of written notice of your illness, injury, incapacity or death. Repayment of the Entrance Fee shall be as outlined in Section 7.1.3.

**8.1.3 Other Reasons.** If you wish to cancel this Agreement prior to occupancy for any reason other than those addressed in Section 8.1.1 or 8.1.2, you may do so by giving us written notice of cancellation signed by you (both of you if there are two of you) and sent by registered or certified mail. Repayment of the Entrance Fee shall be as outlined in Section 7.1.4.

### **8.2 After Occupancy.**

**8.2.1 Cancellation.** After occupancy, you may cancel this Agreement at any time by giving us 30 days' advance written notice executed by you (both of you if there are two of you) and sent by registered or certified mail. This Agreement will cancel on the later of: (i) 30 days following the date we receive your written notice of cancellation; or (ii) the date you vacate your Residence and/or The Arbor, and remove all your furniture and other property from the Community.

**8.2.2 Monthly Fee.** You will continue to pay your Monthly Fee until the later of: (i) the expiration of such 30 day written notice of cancellation period; or (ii) the date

you vacate your Residence and/or The Arbor, and remove all of your furniture and other property from the Community.

**8.2.3 Removal of Property.** If removal of your furniture and other property is not accomplished within 30 days of your written notice of cancellation, we may remove and store your furniture and other property at the expense and risk of you or your estate.

**8.2.4 Entrance Fee.** Your Entrance Fee refund, if any, shall be calculated as set forth in Section 7.2.

### **8.3 Death.**

**8.3.1 Cancellation.** In the event of your death (the death of the survivor if there are two of you) after occupancy, this Agreement will cancel on the later of: (i) your death (if there are two of you, the death of the survivor); or (ii) the date your estate vacates your Residence and/or The Arbor, and removes all your furniture and other property from the Community.

**8.3.2 Monthly Fee.** Your Monthly Fee will continue until the later of: (i) your death (the death of the survivor if there are two of you); or (ii) the date your estate vacates your Residence and/or The Arbor, if applicable, and removes all of your furniture and other property from the Community.

**8.3.3 Removal of Property.** If removal of your furniture and other property is not accomplished within 30 days of your death (the survivor's death, if there are two of you), we may remove and store your furniture and other property at the expense and risk of you or your estate.

**8.3.4 Entrance Fee.** Your Entrance Fee refund, if any, shall be calculated as set forth in Section 7.2.

## **9. OUR CANCELLATION RIGHTS.**

**9.1 Just Cause.** After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**9.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency application process.

**9.1.3 Nonpayment.** Except as set forth below, nonpayment of fees or charges.

**9.1.4 Threat to Health or Safety.** Any condition or behavior of yours as determined in the sole discretion of Galloway Ridge that creates a danger to your life, health, safety or peace; or that creates a danger to the life, health, safety or peace of other residents or staff; or interferes with the functioning of staff.

**9.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in The Arbor within the limits of our license.

**9.2 Financial Difficulty.** If, after you have paid the Entrance Fee, you encounter financial difficulties making it impossible for you to pay the full Monthly Charges, then:

**9.2.1 Benefits.** You may remain until any applicable Title XVIII Medicare benefits and/or third party insurance benefits received by us on your behalf have been earned; and

**9.2.2 Terms of Stay.** Because it is and shall continue to be our declared policy to not cancel your residency solely by reason of your financial inability to pay the full Monthly Charges, you will be permitted to remain at the Community at reduced Monthly Charges based on your ability to pay for so long as you establish facts to justify deferral of such charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate on a sound financial basis. This provision will not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets, after assuming residency, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, and/or supplemental insurance coverage. To evidence these agreements based on the circumstances at the time, you agree to enter into a Financial Assistance Amendment to Residency Agreement with us at the time of any such deferrals to reflect the reduced charges currently payable. Any payments otherwise due to you from us, including any repayment of your Entrance Fee, will be offset against any such deferred charges; and

**9.2.3 Guarantor.** Sections 9.2.1 and 9.2.2 are not applicable if, to initially qualify for residency at the Community, a third party(ies) with adequate resources agreed in writing, prior to your acceptance for residency, to guarantee payment of your obligations and is fulfilling their obligations pursuant to a Guaranty of Fees and Other Payments under the Residency Agreement.

**9.3 Notice of Cancellation.** Prior to any cancellation of this Agreement by us, we will give you notice in writing of the reasons, and you will have 60 days thereafter to correct the problem. If we determine that the problem is corrected within such time, this Agreement shall remain in effect. If we determine that the problem is not corrected within such time, you must leave the Community within 30 days after we notify you of our determination. You will continue to pay your Monthly Fee until removal of your furniture and personal belongings has occurred. If removal of your furniture and personal belongings is not accomplished, we may remove and store your furniture and personal belongings at the expense and risk of you or your estate. This

Agreement will cancel upon the removal of your furniture and personal belongings. Your Entrance Fee will amortize as set forth in Section 7.2 and will stop amortizing on the date you vacate the Residence and/or The Arbor and remove all your furniture and personal belongings from the Community. Any Entrance Fee repayment will be paid in accordance with Section 7.

**9.4 Emergency Notice.** Should your continued residency pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described above might be detrimental to you or other residents, then such notice and/or waiting period shall not be required before relocation to a hospital or other appropriate facility. If there is one of you under this Agreement, we are expressly authorized to transfer you to such hospital or other facility, and we will promptly notify your responsible party and your attending physician. After transferring you to such hospital or other facility, we will provide you with a notice of cancellation if you will be unable to return to The Arbor or your Residence at the Community. You will continue to pay the Monthly Fee until removal of your furniture and personal belongings from the Community. If removal of your furniture and personal belongings is not accomplished, we may remove and store your furniture and personal belongings at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and personal belongings. Your Entrance Fee will amortize as set forth in Section 7.2 and will stop amortizing on the date you vacate the Residence and/or The Arbor and remove all your furniture and personal belongings from the Community. Any Entrance Fee repayment will be paid in accordance with Section 7. If there are two of you under this Agreement and one of you is transferred to a hospital or other appropriate facility under the circumstances described in this Section, the other person may continue to occupy the Residence or The Arbor under the terms of this Agreement as the first person. We are not responsible for any charges related to such transfer or relocation to a hospital or other appropriate facility.

## **10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.**

**10.1 Use of Residence.** The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions or other applicable laws and regulations. This Agreement is not a lease, and entitles you only to the lifetime use of the Residence and other amenities of the Community and to available services, subject to the terms and conditions of this Agreement.

**10.2 Occupants of Residence.** Except as hereinafter provided, no person other than you (or both of you if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement, after the date we execute this Agreement, said second person's acceptance will be based upon our then-current Residency Policy. If accepted, payment of the then-current Second Person Entrance Fee as determined by us, and payment of the then-current additional Monthly Charges for second persons shall be due. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than 30 days (except with our express written approval).

**10.3 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health or safety or the health or safety of other residents. Should it be necessary to modify facilities to meet the requirements of any applicable law or regulation which necessitate temporarily vacating your Residence, we will provide alternate facilities for you without Extra Charge within or outside the Community. Further, if relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another Residence in the Community or The Arbor for the protection of your health or safety or for the health or safety of the others.

**10.4 Furnishings.** Furnishings within the Residence will be provided by you except as listed in Section 1. Furnishings provided by you shall not interfere with the health or safety of you or other residents or others.

**10.5 Alterations by You.** You may undertake alterations to your Residence with our prior written approval as set forth in a separate Residence Modification Agreement.

**10.6 Refurbishment.** Customary and normal refurbishment costs of your Residence will be borne by all residents of the Community as part of the Monthly Fee. Any necessary refurbishment costs beyond those which are customary and normal are your responsibility and will be offset against any Entrance Fee repayment. Further, should you relocate to another residence in the Community, you may be subject to a transfer fee as set forth in our current Internal Move Policy.

**10.7 Guest Privileges.** Guests may stay with you in the Residence for up to eight consecutive days. The maximum number of guests allowed will be at our sole discretion. A nominal daily charge will be billed to you for each guest remaining beyond eight days. Further, you will be responsible for paying all applicable guest charges, including charges for guest meals. Guest stays beyond 8 consecutive days or more than 30 days in total in any 12-month period require approval of the Executive Director.

## **11. AMENDMENTS.**

**11.1 This Agreement.** This Agreement may be amended by agreement of the parties to this Agreement (subject to any necessary regulatory approval). No amendment of this Agreement will be valid unless in writing and executed by you and us.

**11.2 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable federal or state laws or regulations.

## **12. MISCELLANEOUS.**

**12.1 Periodic Financial Information.** You agree to provide Galloway Ridge, if requested, periodic financial statements and current financial information for the purpose of demonstrating capacity to meet financial obligations to Galloway Ridge. In addition, should you

experience financial difficulty that might result in your immediate or eventual inability to meet the financial obligations under this Agreement, including but not limited to any spend down of assets, you will inform Galloway Ridge immediately, and submit a current financial statement.

**12.2 Residents Council.** We have a Residents Council with representation from various residential areas of the Community. The Residents Council acts in an advisory capacity to our management and staff and serves to facilitate the exchange of ideas between us and the residents. Community management staff holds periodic meetings with the Residents Council and the residents in order to discuss policies, programs, services, financial information and other issues and information.

**12.3 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency ("Personal Service Provider"). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home care or home health agency. In any event, you must comply with our policy regarding Personal Service Providers and ensure that he/she/they complies with our policies and rules of conduct as set forth in our Personal Service Provider Policy. If you fail to follow or enforce the rules set forth in the Personal Service Provider Policy, then we may elect at our sole option to cancel this Agreement.

**12.4 Resident Representations.** By executing this Agreement, you represent and warrant that you will be at least 62 years of age or older at the time of residency or you will share your Residence with another person who will be 62 years of age or older at the time of residency; that you are capable of living in your Residence in accordance with our Residency Policy; that you have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations under this Agreement to meet your ordinary and customary living expenses after assuming occupancy; and that all written representations made to us with respect to such matters by you or on your behalf during the residency process are true.

**12.5 Our Representations.** We represent and warrant to you that we are a non-profit corporation, and we are not affiliated with any other religious or charitable organization. It is and shall be our declared policy to operate as a charitable organization. We will comply with applicable statutes, rules and regulations regarding Resident's privacy and the use and disclosure of Resident's medical information.

**12.6 Adjustments for Absences.** You will receive a credit toward your Monthly Fee for unused meals if you are absent from the Community for more than 14 consecutive days. The amount of the credit shall be determined by us in our sole discretion based on our then-current policy regarding absences from the Community.

**12.7 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina without regard to conflict of laws principles and will become effective upon acceptance and execution by us.

**12.8 Glossary.** The Glossary which sets forth the definitions of certain terms used in this Agreement is by this reference incorporated herein and made a part of this Agreement.

**12.9 Separability.** The invalidity of any restriction, condition, or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**12.10 Capacity.** We are organized under the general non-profit corporation law of North Carolina. This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent, or employee of ours shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

**12.11 Residents.** When more than one person executes this Agreement as Resident, the rights and obligations of each are joint and several, except as the context of this Agreement otherwise requires.

**12.12 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 7; (ii) this Agreement and your contractual right to reside at the Community will exist and continue to exist during your lifetime unless cancelled as provided herein; (iii) this Agreement grants you the right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

**12.13 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain, at your own expense, insurance to protect against such losses.

**12.14 Indemnity.** To the extent allowed by law, we will not be liable for, and you agree to indemnify, defend, and hold us harmless from claims, damages, and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to, or in any way connected with your negligent or intentional act or omission or that of your guests or invitees.

**12.15 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender(s) such further written evidence of such subordination as such lender(s) may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**12.16 Tax Considerations.** Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax considerations associated with this Agreement, as more fully explained in our Disclosure Statement.

**12.17 Sale or Transfer of Interest.** We may sell or transfer our interest in the Community, provided that the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other Residency Agreements, we will have no further obligation hereunder. In addition, we may sell or otherwise transfer the land or other portions of the Community. Your signature hereto constitutes your consent and approval to any such future transfer.

**12.18 Responsible Party.** You agree to execute and deliver to us within 30 days after assuming occupancy in your Residence, a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and will be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**12.19 Funeral and Burial Services.** Funeral or burial services or expenses are not provided by us pursuant to this Agreement.

**12.20 Pets.** Pets are permitted at the Community in accordance with our current Pet Policy.

**12.21 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent registered or certified mail or hand-delivered to the Executive Director of the Community at 3000 Galloway Ridge, Pittsboro, North Carolina 27312. Such notices shall be dated and signed. Any notice required to be given to you shall be delivered to you at the Residence or at such other place as you shall designate to us in writing. All notices mailed in accordance with this Section shall be deemed to be given when mailed whether or not they are actually received.

**12.22 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 12.14, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**12.23 Uncontrollable Interruption of Services.** In the event of war, national emergency, strikes or other forms of labor disturbances, government regulations and/or embargoes, shortages of labor or materials, fire, floods, earthquakes, inclement weather, acts of



the Residents or other causes beyond our control, our performance under this Agreement will be excused or may be modified to the extent such acts interfere with such performance.

**12.24 Entire Agreement.** This Agreement and any addenda, amendment, or exhibits hereto contain our entire understanding with respect to your residency.

**12.25 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**12.26 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement, a copy of our most current Disclosure Statement, and have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to executing this Agreement.

### **13. MEDIATION AND ARBITRATION.**

**13.1 Mediation.** In the event a dispute, claim or controversy of any kind arises between the parties – except for those disputes, claims or controversies arising under Section 13.3 below – that cannot be resolved by mutual agreement, the parties agree to submit such dispute, claim or controversy to a neutral mediator for possible resolution. The parties will jointly agree on a neutral mediator. Each party shall submit all evidence or information in writing to the mediator in support of its contentions or allegations and any defense either party may have with respect to the dispute, claim or controversy. Each party shall have the right to a hearing before the mediator and to personally present information pertinent to such dispute, claim or controversy. The mediator shall assist each party, in an unbiased manner, in reaching an amicable agreement regarding the dispute, claim or controversy. If an amicable agreement is not reached, or if either party fails or refuses to negotiate or mediate in good faith to resolve the matter, or if a neutral mediator cannot be agreed upon between the parties, then the parties agree to submit such dispute, claim or controversy to an arbitration process as outlined below.

**13.2 Arbitration.** In the event a dispute, claim or controversy of any kind arising out of or relating to this Agreement – except for those disputes, claims or controversies arising under Section 13.3 below – that cannot be resolved through mediation as described in Section 13.1 above, the parties agree that said dispute, claim, or controversy will be submitted to and determined by arbitration in Chatham County, North Carolina in accordance with the Federal Arbitration Act and the then current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in state law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident,

we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after signing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

**13.3 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages, such as personal injury or wrongful death actions, based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate negligent health care claims. Thus, Sections 13.1 and 13.2 do not apply to personal injury or wrongful death actions based on alleged negligence in the provision of health care. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**IN WITNESS WHEREOF**, the parties hereto have entered into this Residency and Care Agreement as of the day and year noted herein.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

Approved this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

**GALLOWAY RIDGE, INC.**  
**d/b/a Galloway Ridge at Ferrington**

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
Witness



5/27/16

GR Traditional Residence and Care Agreement 2016  
- Approved.doc



# GALLOWAY RIDGE

AT FEARRINGTON

## Exhibit A

<u>Options and Custom Features Added at Resident's Request:</u>	<u>Cost</u>
	\$
	\$
	\$
	\$
	\$
	\$
<u>Total</u>	\$

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Resident

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Resident

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Community

**EXHIBIT H**

**TRADITIONAL RESIDENCE AND CARE AGREEMENT**





GALLOWAY RIDGE

AT FEARRINGTON

**RESIDENCE AND CARE AGREEMENT  
(Traditional)**

05/30/17

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Exhibit A – Options and Custom Features Added at Resident's Request

## GLOSSARY

The following terms are described as used in the accompanying Residence and Care Agreement. Reference to the Residence and Care Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

**"Agreement"** means the Residence and Care Agreement between the Resident and Galloway Ridge, Inc. which delineates the contractual obligations of both parties.

**"Entrance Fee"** means the sum of (i) the Entrance Fee Deposit and (ii) the balance of the Entrance Fee paid to us pursuant to Section 5 of the Agreement.

**"Extra Charges"** means the additional charges to be paid for the additional services and amenities requested by Resident, as set forth in Section 2 of the Agreement.

**"Galloway Ridge at Fearington"** or **"Community"** means the senior living community located at 3000 Galloway Ridge, Pittsboro, North Carolina 27312, including the residences, the health center, and all site amenities.

**"Galloway Ridge, Inc.," "Galloway Ridge," "we," "our," or "us"** means the owner of the Community, a non-profit corporation organized to do business in the State of North Carolina.

**"Health Center" or "The Arbor"** means the licensed area of the Community where assisted living services and nursing care services are provided.

**"Monthly Charges"** means the charges payable each month by the Resident pursuant to the terms of the Agreement, including the Monthly Fee, the Extra Charges, and all other fees and charges payable monthly pursuant to the terms of the Agreement.

**"Monthly Fee"** means the fee payable each month in consideration for the amenities and services provided to all residents, as set forth in Section 1 of the Agreement. The Monthly Fee includes a second person Monthly Fee if there are two Residents.

**"Occupancy"** means the earlier of the date Resident moves into the Community or the date Resident pays the balance of the Entrance Fee and Monthly Fee pursuant to Section 5.2 of the Agreement.

**"Personal Service Provider"** means a private employee, an independent contractor, or a licensed home care or home health care agency that may be contracted by the Resident to provide personal services requested or required by the Resident that are not covered by the Agreement.

**"Residence"** means the apartment home or villa identified in the introduction page of the Agreement, in which the Resident has the right to live pursuant to the Agreement in exchange for paying the Entrance Fee and the Monthly Fee.

**"Resident," "you" or "your"** means the individual(s) who execute(s) the Agreement as Resident. Sometimes a second Resident (if there are two Residents) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two Residents.



**GALLOWAY RIDGE**  
AT FEARRINGTON

**TRADITIONAL  
RESIDENCE AND CARE AGREEMENT**

**INTRODUCTION**

This Traditional Residence and Care Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between Galloway Ridge, Inc., a North Carolina nonprofit corporation, (hereinafter "Galloway Ridge," "we," "us," or "our") and the undersigned \_\_\_\_\_ (individually or collectively, "you," "your," or "Resident").

Galloway Ridge was formed to develop, own and operate the senior living community known as Galloway Ridge at Fearington (the "Community") located at Fearington Village in Pittsboro, North Carolina. The Community is designed to provide senior living in an atmosphere of peace and harmony to eligible persons, regardless of race, religion, creed, color, sex, handicap, ancestry, sexual orientation, veteran's status or national origin. Galloway Ridge is not affiliated with any religious, charitable or other nonprofit organization, and no other organization is responsible for the financial and contractual obligations of Galloway Ridge.

Subject to the conditions contained in the Agreement, as a Resident of the Community, you are offered lifetime use of your Residence and lifetime access to The Arbor by paying the Entrance Fee, Monthly Fee, and other fees or charges. We agree to make available to you the residence (hereafter "Residence") described as follows:

Residence Number: \_\_\_\_\_  
Residence Style: \_\_\_\_\_

In addition to the provisions set forth in this Agreement, all residents are subject to Galloway Ridge's policies, procedures, rules and regulations, which may be modified or amended by Galloway Ridge from time to time at Galloway Ridge's sole discretion. Without limiting the foregoing, Resident specifically acknowledges that the Community is a tobacco-free community pursuant to a tobacco-free policy adopted by the Board of Directors of Galloway Ridge on April 27, 2016.

**1. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS.** We will provide at the Community, so long as you reside in a Residence therein, the following services and amenities, which are included in the Monthly Fee:

**1.1 Housekeeping.** Weekly standard housekeeping services to your Residence.

**1.2 Laundry.** Weekly in-home linen service.

**1.3 Activities and Social Services.** Social, cultural, educational, recreational and spiritual activities designed to stimulate and support your overall physical, spiritual and emotional well-being. You are encouraged to join in such activities as you find appealing.

**1.4 Dining Services.** A set number of meal points each month sufficient for one meal per day per resident. Meal points may be used in accordance with our meal program.

**1.5 Meal Delivery Service.** Meal delivery to your Residence.

**1.6 Parking.** Unassigned surface parking for your use.

**1.7 Emergency Response.** Each residence and all common areas of the Community are equipped with an emergency call system which is monitored 24-hours per day to summon emergency aid.

**1.8 Security and Grounds.** For your comfort and safety, we will provide security services for the Community at large, as well as basic grounds keeping and maintenance for common areas.

**1.9 Utilities and Services.** Water, heat, electricity, sewer service, air conditioning in the Residence, and trash removal from central locations. At our discretion, we may also offer Community-wide wireless internet access.

**1.10 Telephone.** The Residence is pre-wired for telephone installation. Arranging for telephone services and payment of any charges for such service is your responsibility.

**1.11 Transportation.** Limited, regularly scheduled local transportation.

**1.12 Common Facilities.** Dining rooms, cafe, auditorium, social and activities rooms, and other Community facilities. Such other facilities include the Community's fitness center, which includes a lap pool, whirlpool, exercise track and equipment, aerobics facilities, and massage area. Private dining rooms can be reserved by Residents.

**1.13 Cable TV.** The Residence is pre-wired for cable television service, and basic cable television service is included in your Monthly Fee. Arranging for any additional television service beyond basic cable and payment of charges for such additional service is your responsibility.

**1.14 Furnishings.** Wall-to-wall carpeting, clothes washer and dryer, kitchen appliances consisting of refrigerator/freezer with icemaker, oven/range, dishwasher, garbage disposal and microwave oven with built-in exhaust hood, and other permanent fixtures in the Residence. All other furnishings shall be provided by you and shall remain your personal property. Furnishings and appliances in the residences shall be subject to inspection and approval to ensure the safety of residents. Exterior furnishings shall be subject to Galloway Ridge's policies and procedures. No physical changes may be made to a Residence without the prior written approval of Galloway Ridge.

**1.15 Maintenance.** Building janitorial staff and maintenance of buildings, grounds, and residences, and all necessary (as determined by us) repairs, maintenance and replacement of property and equipment owned by us, including provided appliances.

**1.16 Mail.** A centralized mail area for the delivery of your mail by the U.S. Postal Service.

**1.17 Resident Storage.** (Apartment residents only) A small storage area away from your Residence to store non-perishable and non-hazardous materials and other items not required for daily living. These storage areas may or may not be on the same floor as the Residence

**2. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE.** We may also make available additional services at the Community, at your request, for as long as you occupy a Residence at the Community, at the then prevailing rates of Extra Charge. A schedule of services currently available and the current charges for each service is available from the Community's Accounting Department. The extra services available and the prices for these services may be changed periodically. These may include, but are not limited to, the following:

**2.1 Additional Meals.** Additional meals over those provided in consideration for the Monthly Fee;

**2.2 Additional Housekeeping.** Additional housekeeping beyond that provided for the Monthly Fee, including but not limited to unusually heavy housekeeping required due to your failure to maintain the Residence in a clean and orderly condition at all times;

**2.3 Additional Parking.** Covered parking spaces will be available and assigned on a limited basis, first come first served.

**2.4 Satellite TV.** At our sole discretion, satellite television may be available for an Extra Charge.

**2.5 Additional Transportation.** Unscheduled personal transportation services.

**2.6 Other Services.** Other services as may be provided from time to time.

**3. DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE.** You may occupy the Residence for as long as you (or either of you) live unless you (both of you if there are two of you) are unable to continue occupying a Residence as set forth in our Aging in Community Policy, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that assisted living services or nursing care services be given, you may be required to relocate to The Arbor where we are licensed to provide such care. If there are two of you under this Agreement and one of you dies or relocates to The Arbor, or for some other reason is unable to occupy the Residence, the remaining person may continue to occupy the Residence under the terms of this Agreement.

**4. ASSISTED LIVING SERVICES AND NURSING CARE SERVICES.** To the extent we are licensed by the State of North Carolina, we will provide assisted living services and nursing care services in the Community's health center, The Arbor ("Arbor").

**4.1 Relocation to The Arbor.** If, in the opinion of your attending physician or the Medical Director (after consultation with you to the extent possible and your responsible party, if any), you require assisted living services or nursing care services, you will relocate to the appropriate area of The Arbor, where we are licensed to provide such services. Any relocation will be in accordance with Section 4.2.1 or 4.2.2 if there is one of you and Section 4.2.3 if there are two of you. Charges for your accommodations and services at The Arbor may depend upon whether you release your Residence for occupancy by someone else.

**4.2 Terms of Assignment.** Usually you will be considered temporarily assigned to The Arbor for 90 or fewer consecutive days of care. However, you may be considered permanently assigned during the 90 consecutive days of care if, in the opinion of your attending physician or the Medical Director (after consultation with you to the extent possible and your responsible party, if any), it is determined that long-term assisted living or nursing care services are needed. If you require more than 90 consecutive days of assisted living or nursing care services, you will be considered permanently assigned to The Arbor, unless we determine there is still potential for you to return to your Residence.

**4.2.1 Temporarily Assigned When There is One of You.** When temporarily assigned to The Arbor, your Residence will remain assigned to you. You will continue to pay the Monthly Fee for your Residence, along with the charge for two additional meals per day and charges for any additional services provided to you.

**4.2.2 Permanently Assigned When There is One of You.** When permanently assigned to The Arbor, we may assign your Residence for occupancy by someone else. You will continue to pay the Monthly Fee for your Residence, along with the charge for two additional meals per day and charges for any additional services provided to you.

**4.2.3 Temporarily or Permanently Assigned When There are Two of You.** When there are two of you, and one of you requires assisted living or nursing care services, one of you may continue to occupy the Residence under the terms of this Agreement, while the other

is assigned to The Arbor. When temporarily or permanently assigned to The Arbor, you will continue to pay your Monthly Fee along with the charge for two additional meals per day and charges for any additional services provided to you. In the event the first Resident dies while the other Resident is assigned to The Arbor, the Resident in The Arbor will cease paying the second person Monthly Fee and will pay the first person Monthly Fee.

**4.3 Alternate Accommodations.** In the event you need assisted living or nursing care services and The Arbor is fully occupied, we will make arrangements for your care, which may require your temporary relocation to another health care facility that is licensed to provide you with the assisted living or nursing care you require. Upon your relocation, you shall continue to be responsible for the charges set forth in Section 4 herein. To the extent we would be liable for your care and accommodations in The Arbor under this Agreement we will be responsible for the charges associated with alternate accommodations. You agree to relocate to The Arbor when a space becomes available. However, should you need care which we are not licensed to provide or which The Arbor does not have the appropriately trained staff to provide, or does not routinely provide, you agree to relocate to a facility that can provide you with the appropriate level of care. Except as expressly stated in this Agreement, we will not be responsible for the charges for this higher level of care or private duty care.

**4.4 Return to Residence.** If you released your Residence because you have moved to The Arbor, and if later you are able, in the opinion of the Medical Director or your attending physician with the concurrence of the Medical Director, to return to a residence, we will provide you a residence of the same type as your previous Residence as soon as one becomes available. Upon reoccupying a residence, your Monthly Fee will be based on the then-current Monthly Fee for the new residence.

**4.5 Medical Director and Ancillary Services.** A licensed physician specializing in geriatric care will be designated to act as Medical Director for the Community. You will be at liberty to engage the services of the Medical Director or the services of a physician of your choice at your own expense. We will not be responsible for the charges for medical treatment by the Medical Director, or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, and other similar services and supplies. In the event we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, pharmaceutical supplies, personal laundry, rental of equipment, and other similar services and supplies, you will reimburse us for such charges.

**4.6 Non-Resident Use of The Arbor.** We may offer accommodations and services in The Arbor to qualified non-residents for a fee, to the extent space is available and as allowed by North Carolina law. However, residents of the Community will be given priority access to The Arbor.

**4.7 Long-Term Care Insurance.** We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.



**4.8 Health Care Outside the Community.** In the event you receive care, or choose to receive care at another health care facility not designated by us, we will not be responsible for the charges incurred there by you. However, if an accident or illness occurs while you are traveling or visiting away from the Community, you shall make every reasonable effort to notify us as soon as possible, and if nursing or assisted living care is required, you shall arrange to return to the Community as soon as reasonably possible. We will be responsible for costs of nursing and assisted living services covered under this Agreement that are incurred by you in another nursing or assisted living facility as a result of such accident or illness. Our responsibility for such nursing or assisted living facility charges will be limited to our per diem charge for the same level of care at the Community. You will be responsible for other costs such as hospitalization, physicians' fees and transportation, as noted herein, which shall be paid by you or your personal insurance. In the event an outside healthcare provider seeks payment from you for nursing or assisted living services rendered, we shall assume responsibility for payment if such services are services which we agree to furnish to you in this Agreement up to our per diem charge for the same level of care at the Community.

**4.9 Assisted Living Residency Agreement or Skilled Nursing Admission.** If you require assisted living or nursing care services, you agree to provide all necessary documentation to allow for admission to The Arbor.

**4.10 Supplemental Insurance.** You are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in The Arbor. Such supplemental insurance should cover Medicare co-insurance and deductibles. You shall furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in The Arbor, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in The Arbor, you shall be financially responsible for paying to us deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in The Arbor. If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations as provided in Section 9.2, and we retain the right to revoke your entitlement to reside at the Community and we retain the right to cancel this Agreement as provided in Section 9.

**4.11 Managed Care.** If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms governing The Arbor care will be as follows:

**4.11.1 Participating Provider.** If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will agree to accept, as full payment, reimbursement at the rate we negotiate with your managed care program.

**4.11.2 Not a Participating Provider.** If we are not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you

must relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, you understand and agree that unless this Agreement is canceled, you will continue to pay the Monthly Fee for your Residence.

**4.11.3 Negotiated Managed Care Rate.** If we are not a participating provider in your managed care program and you would still like to receive health care services in The Arbor during a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we will agree to accept as full payment the rate provided by your managed care program.

**4.11.4 No Negotiated Managed Care Rate.** If we are not a participating provider in your managed care program and a negotiated rate is not agreed upon between us and your managed care program and you would still desire to receive health care services in The Arbor during a Medicare-qualified stay, you agree that you will continue to pay the Monthly Fee for your Residence adjusted for the two additional meals per day at the then-current charges for meals and any additional services as described in Section 4.5.

**4.11.5 Post Medicare-Qualified Stay.** At the conclusion of each such Medicare-qualified stay, you will be entitled to health care services in The Arbor in accordance with the terms of this Agreement other than as set forth in this Section 4.12.

**4.12 Effect of Permanent Assignment to The Arbor.** If you (both of you, if there are two of you) are permanently assigned to The Arbor, this Agreement shall not be canceled and shall remain in full force and effect, and you will be responsible for paying the Monthly Fee and any other fees or charges for your care in The Arbor. Further, if within 12 months prior to your permanent assignment to The Arbor you moved from the Residence identified in the Introduction to this Agreement to a residence with a lower Monthly Fee, your Monthly Fee for The Arbor will be equal to the Monthly Fee of the Residence identified in this Agreement. You will also pay an additional Monthly Fee if you choose not to release your Residence while you (both of you, if there are two of you) are permanently assigned to The Arbor.

**5. ENTRANCE FEE.** Your Entrance Fee is \$\_\_\_\_\_, and an additional Second Person Entrance Fee of \$\_\_\_\_\_ if there are two of you under this Agreement. Your total Entrance Fee is \$\_\_\_\_\_. This Entrance Fee applies only to the Residence specified in this Agreement, and will not increase as to that Residence after this Agreement is signed by you and Galloway Ridge. Your Entrance Fee will be paid by check or wire transfer.

**5.1 Entrance Fee Deposit.** To reserve your Residence at the Community, at the time of executing this Agreement, you will pay to us a deposit in the amount of \$\_\_\_\_\_ (an amount no less than typically equal to 10% of your total Entrance Fee).

**5.2 Balance of Entrance Fee.** The remaining balance of your total Entrance Fee is \$\_\_\_\_\_ and will be paid to us on the earlier of (i) occupancy; or (ii) within 90 days of the date you execute this Agreement.

**5.3 Adjustments for Change in Residence.** If after occupancy of the Residence you desire to move to a different residence for which the then-current Entrance Fee is higher or lower than the Entrance Fee for the Residence identified in this Agreement, you will be required to execute a Residence Transfer Amendment for the new residence. Any adjustment to the Entrance Fee will be determined at the time of the requested change in residences, and will be addressed in the Residence Transfer Amendment.

## **6. MONTHLY FEE AND OTHER CHARGES**

**6.1 Application Fee.** Prior to or at the time you execute this Agreement, you will pay to us a non-refundable Application Fee of \$\_\_\_\_\_. The Application Fee will be used by us to process your application for residency.

**6.2 Monthly Fee.** You will pay a Monthly Fee for the services and amenities provided under Section 1. The current Monthly Fee is \$\_\_\_\_\_ per month for one person and an additional \$\_\_\_\_\_ per month if there are two of you.

**6.3 Monthly Fee Changes.** We may adjust your Monthly Fee upon 60 days' advance written notice, if in our sole discretion, we deem it necessary to meet the financial needs of operating the Community or to provide services and amenities to residents (or without notice if such change in the Monthly Fee is required by local, state, or federal laws or regulations).

**6.4 Payment.** You will pay a pro rata portion of the Monthly Fee commencing on the earlier of (i) occupancy or (ii) within 90 days of the date you execute this Agreement. Thereafter, your Monthly Fee will be payable each month in advance. Billing statements showing amounts due, including the Monthly Fee and any Extra Charges for the additional services obtained during the preceding month, will be distributed on or before the third business day of the month, and payments will be due upon receipt of a billing statement, but no later than the fifteenth day of each month.

**6.5 Late Payment.** A late payment charge will be assessed at the rate of 1% per month on the total delinquent amounts due. Late payment charges will not be compounded and will not be included in the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. The 1% late payment charge is waived if payment is delayed due to slow processing by your supplemental insurance carrier. However, we do not waive our right to cancel this Agreement for nonpayment of fees subject to Section 9 of this Agreement.

**6.6 Cease Payment of Monthly Fee for Residence.** The Monthly Fee for your Residence will cease in accordance with Section 8 or 9 if you (both of you if there are two of you) die, or if you or we cancel this Agreement. In the event there are two of you who occupy the Residence and only one of you cancels this Agreement or dies, the second person Monthly Fee will cease and the remaining person will continue to pay the first person Monthly Fee.

## **7. REPAYMENT OF ENTRANCE FEE.**

### **7.1 Repayment of Entrance Fee Prior to Occupancy.**

**7.1.1 Non-acceptance.** If we do not accept you for residency, the portion of the Entrance Fee you have paid will be repaid to you, without interest, within 30 days of our notice to you of non-acceptance.

**7.1.2 Right of Rescission Period.** If you rescind this Agreement pursuant to Section 8.1.1, the portion of the Entrance Fee you have paid will be repaid to you without interest within 30 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement. You shall not be required to move into the Community before expiration of the 30 day rescission period.

**7.1.3 Change in Condition.** If prior to occupancy this Agreement is cancelled pursuant to Section 8.1.2, we will return to you or your legal representative, without interest, the portion of the Entrance Fee which you have paid to us within 60 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement.

**7.1.4 Cancellation for Reasons Other Than Set Forth in 7.1.1, 7.1.2, and 7.1.3.** If prior to occupancy you wish to cancel this Agreement for a reason other than those set forth in Sections 7.1.1, 7.1.2, or 7.1.3, you must give us written notice of cancellation by registered or certified mail. Upon our receipt of your written notice, this Agreement will be cancelled, and we will attempt to obtain a new resident for the Residence. In such event, upon occupancy of the Residence by the new resident, and within 30 days of our receipt of the Entrance Fee paid by the new resident, we will remit to you or your legal representative, without interest, the portion of the Entrance Fee which you have paid to us, less a non-refundable fee consisting of: (i) 1% of your total Entrance Fee as specified in Section 5, and (ii) an amount equal to any charges specifically incurred by us at your request and which are set forth in a separate addendum to this Agreement.

**7.2 Repayment of Entrance Fee After Occupancy.** After occupancy, should you or we cancel this Agreement pursuant to Sections 8 or 9, or in the event of your death (the death of the survivor if there are two of you), we will remit the Entrance Fee paid, without interest less a nonrefundable fee equal to four percent (4%) of the Entrance Fee, and less 2% per month for each month or partial month of occupancy. After 48 months of occupancy, the entire Entrance Fee will be considered earned by us, and no portion of the Entrance Fee will be repayable to you. Any repayment owed will be made upon occupancy of the Residence by a new resident and within 30 days of our receipt of the proceeds paid by the new resident.

**7.3 Right of Offset.** We have the right to offset against any Entrance Fee repayment any unpaid Monthly Charges owed by you, any unreimbursed charges for care at The Arbor we have advanced on your behalf, any amounts deferred by us under Section 9.2, and any other sums

owed by you to us. Any amounts owed by you to us will be payable with interest subject to the then-current prime interest rate as charged by our primary financial institution.

**7.4 Beneficiary Designation.** You may designate a beneficiary for receipt of any repayable portion of the Entrance Fee if the designation is in writing, the designation is witnessed by two competent witnesses, the designation is non-contingent, the designation is specified in percentages and accounts for 100%, and the designation has received our approval. An Assignment of Rights to Repayment may be obtained from the Community's business office.

## **8. YOUR CANCELLATION RIGHTS.**

### **8.1 Prior to Occupancy.**

**8.1.1 Right of Rescission.** Within 30 days following the later of the execution of this Agreement by you or the receipt of a Disclosure Statement from us, you may rescind this Agreement by giving us written notice. You shall not be required to move into the Residence prior to the expiration of the 30 day rescission period. However, if you occupy the Residence during the rescission period and then rescind this Agreement, you will only be charged a Monthly Fee for the period of time that you actually occupied the Residence. Repayment of the Entrance Fee shall be as outlined in Section 7.1.2.

**8.1.2 Due to Change in Condition.** If, on account of illness, injury, incapacity or death, you are precluded from occupying the Residence under the terms of this Agreement, this Agreement will automatically cancel upon our receipt of written notice of your illness, injury, incapacity or death. Repayment of the Entrance Fee shall be as outlined in Section 7.1.3.

**8.1.3 Other Reasons.** If you wish to cancel this Agreement prior to occupancy for any reason other than those addressed in Section 8.1.1 or 8.1.2, you may do so by giving us written notice of cancellation signed by you (both of you if there are two of you) and sent by registered or certified mail. Repayment of the Entrance Fee shall be as outlined in Section 7.1.4.

### **8.2 After Occupancy.**

**8.2.1 Cancellation.** After occupancy, you may cancel this Agreement at any time by giving us 30 days' advance written notice executed by you (both of you if there are two of you) and sent by registered or certified mail. This Agreement will cancel on the later of: (i) 30 days following the date we receive your written notice of cancellation; or (ii) the date you vacate your Residence and/or The Arbor, and remove all your furniture and other property from the Community.

**8.2.2 Monthly Fee.** You will continue to pay your Monthly Fee until the later of: (i) the expiration of such 30 day written notice of cancellation period; or (ii) the date

you vacate your Residence and/or The Arbor, and remove all of your furniture and other property from the Community.

**8.2.3 Removal of Property.** If removal of your furniture and other property is not accomplished within 30 days of your written notice of cancellation, we may remove and store your furniture and other property at the expense and risk of you or your estate.

**8.2.4 Entrance Fee.** Your Entrance Fee refund, if any, shall be calculated as set forth in Section 7.2.

### **8.3 Death.**

**8.3.1 Cancellation.** In the event of your death (the death of the survivor if there are two of you) after occupancy, this Agreement will cancel on the later of: (i) your death (if there are two of you, the death of the survivor); or (ii) the date your estate vacates your Residence and/or The Arbor, and removes all your furniture and other property from the Community.

**8.3.2 Monthly Fee.** Your Monthly Fee will continue until the later of: (i) your death (the death of the survivor if there are two of you); or (ii) the date your estate vacates your Residence and/or The Arbor, if applicable, and removes all of your furniture and other property from the Community.

**8.3.3 Removal of Property.** If removal of your furniture and other property is not accomplished within 30 days of your death (the survivor's death, if there are two of you), we may remove and store your furniture and other property at the expense and risk of you or your estate.

**8.3.4 Entrance Fee.** Your Entrance Fee refund, if any, shall be calculated as set forth in Section 7.2.

## **9. OUR CANCELLATION RIGHTS.**

**9.1 Just Cause.** After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us.

**9.1.2 Misrepresentation.** You misrepresent yourself or fail to disclose information during the residency application process.

**9.1.3 Nonpayment.** Except as set forth below, nonpayment of fees or charges.

**9.1.4 Threat to Health or Safety.** Any condition or behavior of yours as determined in the sole discretion of Galloway Ridge that creates a danger to your life, health, safety or peace; or that creates a danger to the life, health, safety or peace of other residents or staff; or interferes with the functioning of staff.

**9.1.5 Change in Condition.** There is a major change in your physical or mental condition and your condition cannot be cared for in The Arbor within the limits of our license.

**9.2 Financial Difficulty.** If, after you have paid the Entrance Fee, you encounter financial difficulties making it impossible for you to pay the full Monthly Charges, then:

**9.2.1 Benefits.** You may remain until any applicable Title XVIII Medicare benefits and/or third party insurance benefits received by us on your behalf have been earned; and

**9.2.2 Terms of Stay.** Because it is and shall continue to be our declared policy to not cancel your residency solely by reason of your financial inability to pay the full Monthly Charges, you will be permitted to remain at the Community at reduced Monthly Charges based on your ability to pay for so long as you establish facts to justify deferral of such charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate on a sound financial basis. This provision will not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets, after assuming residency, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, and/or supplemental insurance coverage. To evidence these agreements based on the circumstances at the time, you agree to enter into a Financial Assistance Amendment to Residency Agreement with us at the time of any such deferrals to reflect the reduced charges currently payable. Any payments otherwise due to you from us, including any repayment of your Entrance Fee, will be offset against any such deferred charges; and

**9.2.3 Guarantor.** Sections 9.2.1 and 9.2.2 are not applicable if, to initially qualify for residency at the Community, a third party(ies) with adequate resources agreed in writing, prior to your acceptance for residency, to guarantee payment of your obligations and is fulfilling their obligations pursuant to a Guaranty of Fees and Other Payments under the Residency Agreement.

**9.3 Notice of Cancellation.** Prior to any cancellation of this Agreement by us, we will give you notice in writing of the reasons, and you will have 60 days thereafter to correct the problem. If we determine that the problem is corrected within such time, this Agreement shall remain in effect. If we determine that the problem is not corrected within such time, you must leave the Community within 30 days after we notify you of our determination. You will continue to pay your Monthly Fee until removal of your furniture and personal belongings has occurred. If removal of your furniture and personal belongings is not accomplished, we may remove and store your furniture and personal belongings at the expense and risk of you or your estate. This

Agreement will cancel upon the removal of your furniture and personal belongings. Your Entrance Fee will amortize as set forth in Section 7.2 and will stop amortizing on the date you vacate the Residence and/or The Arbor and remove all your furniture and personal belongings from the Community. Any Entrance Fee repayment will be paid in accordance with Section 7.

**9.4 Emergency Notice.** Should your continued residency pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described above might be detrimental to you or other residents, then such notice and/or waiting period shall not be required before relocation to a hospital or other appropriate facility. If there is one of you under this Agreement, we are expressly authorized to transfer you to such hospital or other facility, and we will promptly notify your responsible party and your attending physician. After transferring you to such hospital or other facility, we will provide you with a notice of cancellation if you will be unable to return to The Arbor or your Residence at the Community. You will continue to pay the Monthly Fee until removal of your furniture and personal belongings from the Community. If removal of your furniture and personal belongings is not accomplished, we may remove and store your furniture and personal belongings at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and personal belongings. Your Entrance Fee will amortize as set forth in Section 7.2 and will stop amortizing on the date you vacate the Residence and/or The Arbor and remove all your furniture and personal belongings from the Community. Any Entrance Fee repayment will be paid in accordance with Section 7. If there are two of you under this Agreement and one of you is transferred to a hospital or other appropriate facility under the circumstances described in this Section, the other person may continue to occupy the Residence or The Arbor under the terms of this Agreement as the first person. We are not responsible for any charges related to such transfer or relocation to a hospital or other appropriate facility.

## **10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.**

**10.1 Use of Residence.** The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions or other applicable laws and regulations. This Agreement is not a lease, and entitles you only to the lifetime use of the Residence and other amenities of the Community and to available services, subject to the terms and conditions of this Agreement.

**10.2 Occupants of Residence.** Except as hereinafter provided, no person other than you (or both of you if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement, after the date we execute this Agreement, said second person's acceptance will be based upon our then-current Residency Policy. If accepted, payment of the then-current Second Person Entrance Fee as determined by us, and payment of the then-current additional Monthly Charges for second persons shall be due. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than 30 days (except with our express written approval).



**10.3 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health or safety or the health or safety of other residents. Should it be necessary to modify facilities to meet the requirements of any applicable law or regulation which necessitate temporarily vacating your Residence, we will provide alternate facilities for you without Extra Charge within or outside the Community. Further, if relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another Residence in the Community or The Arbor for the protection of your health or safety or for the health or safety of the others.

**10.4 Furnishings.** Furnishings within the Residence will be provided by you except as listed in Section 1. Furnishings provided by you shall not interfere with the health or safety of you or other residents or others.

**10.5 Alterations by You.** You may undertake alterations to your Residence with our prior written approval as set forth in a separate Residence Modification Agreement.

**10.6 Refurbishment.** Customary and normal refurbishment costs of your Residence will be borne by all residents of the Community as part of the Monthly Fee. Any necessary refurbishment costs beyond those which are customary and normal are your responsibility and will be offset against any Entrance Fee repayment. Further, should you relocate to another residence in the Community, you may be subject to a transfer fee as set forth in our current Internal Move Policy.

**10.7 Guest Privileges.** Guests may stay with you in the Residence for up to eight consecutive days. The maximum number of guests allowed will be at our sole discretion. A nominal daily charge will be billed to you for each guest remaining beyond eight days. Further, you will be responsible for paying all applicable guest charges, including charges for guest meals. Guest stays beyond 8 consecutive days or more than 30 days in total in any 12-month period require approval of the Executive Director.

## **11. AMENDMENTS.**

**11.1 This Agreement.** This Agreement may be amended by agreement of the parties to this Agreement (subject to any necessary regulatory approval). No amendment of this Agreement will be valid unless in writing and executed by you and us.

**11.2 Law Changes.** This Agreement may be modified by us at any time in order to comply with applicable federal or state laws or regulations.

## **12. MISCELLANEOUS.**

**12.1 Periodic Financial Information.** You agree to provide Galloway Ridge, if requested, periodic financial statements and current financial information for the purpose of demonstrating capacity to meet financial obligations to Galloway Ridge. In addition, should you

experience financial difficulty that might result in your immediate or eventual inability to meet the financial obligations under this Agreement, including but not limited to any spend down of assets, you will inform Galloway Ridge immediately, and submit a current financial statement.

**12.2 Residents Council.** We have a Residents Council with representation from various residential areas of the Community. The Residents Council acts in an advisory capacity to our management and staff and serves to facilitate the exchange of ideas between us and the residents. Community management staff holds periodic meetings with the Residents Council and the residents in order to discuss policies, programs, services, financial information and other issues and information.

**12.3 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency ("Personal Service Provider"). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home care or home health agency. In any event, you must comply with our policy regarding Personal Service Providers and ensure that he/she/they complies with our policies and rules of conduct as set forth in our Personal Service Provider Policy. If you fail to follow or enforce the rules set forth in the Personal Service Provider Policy, then we may elect at our sole option to cancel this Agreement.

**12.4 Resident Representations.** By executing this Agreement, you represent and warrant that you will be at least 62 years of age or older at the time of residency or you will share your Residence with another person who will be 62 years of age or older at the time of residency; that you are capable of living in your Residence in accordance with our Residency Policy; that you have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations under this Agreement to meet your ordinary and customary living expenses after assuming occupancy; and that all written representations made to us with respect to such matters by you or on your behalf during the residency process are true.

**12.5 Our Representations.** We represent and warrant to you that we are a non-profit corporation, and we are not affiliated with any other religious or charitable organization. It is and shall be our declared policy to operate as a charitable organization. We will comply with applicable statutes, rules and regulations regarding Resident's privacy and the use and disclosure of Resident's medical information.

**12.6 Adjustments for Absences.** You will receive a credit toward your Monthly Fee for unused meals if you are absent from the Community for more than 14 consecutive days. The amount of the credit shall be determined by us in our sole discretion based on our then-current policy regarding absences from the Community.

**12.7 Governing Law.** This Agreement will be governed, interpreted and construed according to the laws of the State of North Carolina without regard to conflict of laws principles and will become effective upon acceptance and execution by us.

**12.8 Glossary.** The Glossary which sets forth the definitions of certain terms used in this Agreement is by this reference incorporated herein and made a part of this Agreement.

**12.9 Separability.** The invalidity of any restriction, condition, or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**12.10 Capacity.** We are organized under the general non-profit corporation law of North Carolina. This Agreement has been executed on our behalf by our duly authorized agent, and no officer, director, agent, or employee of ours shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

**12.11 Residents.** When more than one person executes this Agreement as Resident, the rights and obligations of each are joint and several, except as the context of this Agreement otherwise requires.

**12.12 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to receipt of the amounts described in Section 7; (ii) this Agreement and your contractual right to reside at the Community will exist and continue to exist during your lifetime unless cancelled as provided herein; (iii) this Agreement grants you the right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

**12.13 Release.** We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain, at your own expense, insurance to protect against such losses.

**12.14 Indemnity.** To the extent allowed by law, we will not be liable for, and you agree to indemnify, defend, and hold us harmless from claims, damages, and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to, or in any way connected with your negligent or intentional act or omission or that of your guests or invitees.

**12.15 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering the Community, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender(s) such further written evidence of such subordination as such lender(s) may reasonably require. Except to the extent of your obligation to pay the Monthly Fee and Second Person Monthly Fee, you shall not be liable for any such indebtedness.

**12.16 Tax Considerations.** Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax considerations associated with this Agreement, as more fully explained in our Disclosure Statement.

**12.17 Sale or Transfer of Interest.** We may sell or transfer our interest in the Community, provided that the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Community and its agreement to perform this Agreement and all other Residency Agreements, we will have no further obligation hereunder. In addition, we may sell or otherwise transfer the land or other portions of the Community. Your signature hereto constitutes your consent and approval to any such future transfer.

**12.18 Responsible Party.** You agree to execute and deliver to us within 30 days after assuming occupancy in your Residence, a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and will be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Community.

**12.19 Funeral and Burial Services.** Funeral or burial services or expenses are not provided by us pursuant to this Agreement.

**12.20 Pets.** Pets are permitted at the Community in accordance with our current Pet Policy.

**12.21 Notices.** Any notice required to be given to us under this Agreement shall be in writing and sent registered or certified mail or hand-delivered to the Executive Director of the Community at 3000 Galloway Ridge, Pittsboro, North Carolina 27312. Such notices shall be dated and signed. Any notice required to be given to you shall be delivered to you at the Residence or at such other place as you shall designate to us in writing. All notices mailed in accordance with this Section shall be deemed to be given when mailed whether or not they are actually received.

**12.22 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Section 12.14, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Community, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**12.23 Uncontrollable Interruption of Services.** In the event of war, national emergency, strikes or other forms of labor disturbances, government regulations and/or embargoes, shortages of labor or materials, fire, floods, earthquakes, inclement weather, acts of

the Residents or other causes beyond our control, our performance under this Agreement will be excused or may be modified to the extent such acts interfere with such performance.

**12.24 Entire Agreement.** This Agreement and any addenda, amendment, or exhibits hereto contain our entire understanding with respect to your residency.

**12.25 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, promises, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, promises, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**12.26 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement, a copy of our most current Disclosure Statement, and have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to executing this Agreement.

### **13. MEDIATION AND ARBITRATION.**

**13.1 Mediation.** In the event a dispute, claim or controversy of any kind arises between the parties – except for those disputes, claims or controversies arising under Section 13.3 below – that cannot be resolved by mutual agreement, the parties agree to submit such dispute, claim or controversy to a neutral mediator for possible resolution. The parties will jointly agree on a neutral mediator. Each party shall submit all evidence or information in writing to the mediator in support of its contentions or allegations and any defense either party may have with respect to the dispute, claim or controversy. Each party shall have the right to a hearing before the mediator and to personally present information pertinent to such dispute, claim or controversy. The mediator shall assist each party, in an unbiased manner, in reaching an amicable agreement regarding the dispute, claim or controversy. If an amicable agreement is not reached, or if either party fails or refuses to negotiate or mediate in good faith to resolve the matter, or if a neutral mediator cannot be agreed upon between the parties, then the parties agree to submit such dispute, claim or controversy to an arbitration process as outlined below.

**13.2 Arbitration.** In the event a dispute, claim or controversy of any kind arising out of or relating to this Agreement – except for those disputes, claims or controversies arising under Section 13.3 below – that cannot be resolved through mediation as described in Section 13.1 above, the parties agree that said dispute, claim, or controversy will be submitted to and determined by arbitration in Chatham County, North Carolina in accordance with the Federal Arbitration Act and the then current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in state law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Community provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident,

we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after signing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

**13.3 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages, such as personal injury or wrongful death actions, based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate negligent health care claims. Thus, Sections 13.1 and 13.2 do not apply to personal injury or wrongful death actions based on alleged negligence in the provision of health care. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**IN WITNESS WHEREOF**, the parties hereto have entered into this Residency and Care Agreement as of the day and year noted herein.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

Approved this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

**GALLOWAY RIDGE, INC.**  
**d/b/a Galloway Ridge at Ferrington**

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
**RESIDENT**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
Witness



5/27/16

GR Traditional Residence and Care Agreement 2016  
- Approved.doc



# GALLOWAY RIDGE

AT FEARRINGTON

## Exhibit A

<u>Options and Custom Features Added at Resident's Request:</u>	<u>Cost</u>
	\$
	\$
	\$
	\$
	\$
	\$
<u>Total</u>	\$

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**Resident**

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**Resident**

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**Community**