Disclosure Statement

August 21, 2017

The Cardinal at North Hills
4030 The Cardinal at North Hills Street
Raleigh, North Carolina 27609
Phone: 984-204-8444
www.thecardinalatnorthhills.com
www.lifeatthecardinal.com

NCDOI No. ____________________

The Cardinal at North Hills, like all other continuing care retirement communities in the state of North Carolina, is subject to an article concerning licensure and disclosure. In accordance with Chapter 58, Article 64 of the North Carolina General Statutes of the State of North Carolina:

- The Cardinal at North Hills must deliver a Disclosure Statement to a prospective member prior to or at the time a prospective resident executes a residency agreement or at the time a prospective resident transfers any money or other property to the Cardinal at North Hills, whichever occurs first;
- Licensure under the Article does not constitute approval, recommendation, or endorsement of the Cardinal at North Hills by the Department of Insurance or the state of North Carolina, nor does such licensure ensure accuracy or completeness of the information in this Disclosure Statement;

Unless earlier revised, The Cardinal of North Hills intends for this Disclosure statement to remain effective for one (1) year and ninety (90) days through December 31, 2018.
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### Exhibits

- A. Actuarial Population Projection Report
- B. Internally prepared Forward-Looking Financial Statements
- C. Forecasted Financials
- D. Binding Reservation Agreement
- E. Independent Living Residence and Service Agreement
- F. Resident Handbook
- G. Application for Residency
- H. Physicians Report
- I. Independent Living Appendix A
- J. Assisted Living Residence and Care Agreement
- K. Skilled Nursing Care Resident and Care Agreement
1. **Introduction to the Cardinal at North Hills**

Welcome to The Cardinal at North Hills, a full-service rental Continuing Care Retirement Community (CCRC) offering multiple lifestyle choices designed to promote independence, dignity and an engaged way of life. More than just a place to live, The Cardinal is ideally located in the midst of Raleigh’s vibrant North Hills Midtown neighborhood. Residents will find The Cardinal to be the perfect place to live, play and grow. Its location will combine the convenience of North Hills’ walkable lifestyle with the best of dining, shopping and entertainment for every aspect of community life. Residents enjoy a variety of quality activities, lifelong learning and volunteer opportunities.

At The Cardinal, you will have the opportunity to experience Kisco Senior Living’s award winning whole person approach to wellness called The Art of Living WellSM. This is a personalized approach to creating the lifestyle choices you aspire to. There are a wide range of options such as participating in a regular Tai Chi or yoga class in the fitness center, water aerobics in the heated indoor swimming pool, honing your skills in the woodshop, painting in the art studio, or just relaxing with a good book on the covered veranda. And if dining is your pleasure, you’ll appreciate a range of onsite dining venues from casual to elegant in addition to the numerous restaurants and sidewalk cafes right outside your door in North Hills. The choices are almost endless and totally up to you.

Independent Living Residences at The Cardinal range from one bedroom to three bedroom floor plans with upscale finishes and full kitchens. An adjacent, connected building provides assisted living, memory care and nursing care in a warm residential setting.

Community Address:

The Cardinal at North Hills  
4030 Cardinal at North Hills Street  
Raleigh, North Carolina 27609

Owner’s Business Address:

The Cardinal at North Hills, LLC  
5790 Fleet Street, Suite 300  
Carlsbad, CA 92008
2. **Community Ownership**

KSL Toledo Tenant, LLC is the sole member and manager (100%) of The Cardinal at North Hills, LLC. KSL Toledo Tenant, LLC is a manager-member limited liability company managed by KSL Toledo Manager, LLC, a North Carolina limited liability company.

The membership percentages of KSL Toledo Tenant, LLC are:

KSL Toledo Manager, LLC having 0.1% membership  
5790 Fleet Street, Suite 300  
Carlsbad, CA 92008

KSL Toledo Member, LLC having 99.9% membership  
5790 Fleet Street, Suite 300  
Carlsbad, CA 92008

The officers of KSL Toledo Tenant, LLC include:

Andrew S. Kohlberg, President*  
Terri Novak, Vice President  
Mitch Brown, Vice President  
Mitch J. Ritschel, Vice President  
Craig A. Taylor, Secretary

All officers may be contacted:  
c/o Kisco Senior Living  
5790 Fleet Street, Suite 300  
Carlsbad, CA 92008

The Cardinal at North Hills is managed by Kisco Senior Living, LLC (KSL). KSL will provide services to operate and maintain the Cardinal on Owner's behalf. Kisco Senior Living is indirectly owned by Andrew S. Kohlberg who also owns more than 10% of the Cardinal operations. The cost of the services provided by KSL to the Cardinal will equal approximately five percent (5%) of the annual revenue collected by the Cardinal.

* = Majority Owner
3. Management Company

The Cardinal at North Hills is managed by Kisco Senior Living (KSL). Family-owned Kisco Senior Living, based in Carlsbad California, owns and operates 20 full service senior living communities in six states offering both independent and assisted living. Six of these communities are located in North Carolina, four of which are in the Raleigh area including The Cardinal. With an award-winning approach to senior living and wellness, Kisco creates communities where residents and associates share passions, live and work in balance and build a legacy. Since 1990, Kisco’s guiding principles of integrity, dignity and compassion have balanced the interests of residents, associates and business partners. For more information, log on to www.KiscoSeniorLiving.com.

KSL began acquiring properties in 1990 and established its operating capability in 1995. KSL’s competencies encompass development, acquisition and the successful turnaround or optimization of operations and ongoing management of senior communities.

KSL is structured around a team-based model at both its Home Office and at each community. Home Office service teams directly support the on-site Executive Directors and their community management teams. The multi-disciplinary service teams work closely with the Executive Directors and their department heads to achieve KSL’s goals of resident satisfaction, associate satisfaction and optimal financial performance. The teams are charged with meeting the performance goals established for each community and are provided with a variety of resources and tools to meet those goals.

KSL promotes a culture focused on delivering exemplary customer service, innovative wellness programs and continuous improvement. The overriding strategic objectives for the company are to enrich the lives of our resident’s, provide a rewarding work environment for our associates and to achieve responsible and profitable growth for our financial partners. KSL strategically plans and reviews all new and existing service and operating programs and seeks to provide residents with best-in-class services and facilities while carefully controlling associated costs. This approach enables KSL to manage its operations to a much higher standard and to achieve revenues and profit margins that exceed top quartile industry metrics for combined independent and assisted living communities.

KSL and its leadership have been recognized by numerous business and senior living industry groups. The California Council of Excellence (the state level Malcolm Baldrige National Quality Award program) named KSL as a distinguished silver-level Eureka award winner of the 2008 California Awards for Performance Excellence (“CAPE”). The annual CAPE program honors California companies who achieve superior results through innovation, customer service and performance excellence. In 2008, KSL’s largest community, The Fountains in Melbourne, FL, was awarded the 2008 Best of the Best award by The Assisted Living Federation of America. Mr. Kohlberg was awarded the SAGE Person of the Year Award by the Building Industry of Southern California’s Seniors Housing Council in 2002. In 2003, he received the ICON Award in the Service Enriched Builder/Developer category from the National Association of Home Builders (“NAHB”). KSL’s development projects have received numerous design awards from the American Institute of Architects, NAHB Seniors Housing Council and Pacific Coast Builders Council.
The officers of Kisco Senior Living, LLC are:

**Andrew S. Kohlberg, President/Chief Executive Officer**
c/o Kisco Senior Living 5790 Fleet Street, Suite 300 Carlsbad, CA 92008

Andrew S. Kohlberg is the Founder, President and CEO of Kisco Senior Living, LLC. Mr. Kohlberg’s primary responsibilities are providing strategic planning and direction for property operations and management as well as sourcing and executing acquisitions including the placement of equity and debt financing. Through his timely purchase of well-located retirement properties, he built Kisco’s core portfolio of assets. The portfolio includes 20 communities in six states with over $140 million in annual revenue and approximately 1600 associates. He is now carefully expanding the company through new development and acquisitions.

Mr. Kohlberg attended the University of Tennessee and has completed advanced studies at the University of California San Diego in real estate economics and feasibility analysis, commercial real estate development, fundamentals of construction and legal aspects of real estate investment.

He is an active member of the American Senior Housing Association (ASHA), California Assisted Living Facilities Association (CALFA), and the San Diego Chapter of Young Presidents’ Organization (YPO). In November 2002, the Seniors Housing Council awarded him the SAGE Person of the Year Award for his commitment to the seniors housing industry. In April 2003, he accepted the Icon Award in the Service Enriched Builder/Developer category from the National Association of Home Builders.

**Mitchell Brown, Vice President/Chief Development Officer**
c/o Kisco Senior Living 5790 Fleet Street, Suite 300 Carlsbad, CA 92008

Mr. Brown manages Kisco Development LLC, the development arm for Kisco Senior Living, LLC. He also serves on Kisco Senior Living’s senior leadership team with a focus on strategic planning and asset management. Over the past 15 years, Kisco Development has completed over $400 million in new additions to Kisco Senior Living’s portfolio. These projects include new senior living campuses with independent, congregate and assisted living ranging from 160 to over 300 units as well as age qualified apartment communities up to 265 units. Mr. Brown also oversees major renovations and capital improvement to Kisco’s existing portfolio. Mr. Brown is member and past Chair of the Urban Land Institute’s Senior Housing Council as well as a member of the NAHB 50+ Housing Council. He has contributed articles to Seniors Housing News, Multi Housing News and has been a speaker at several national conferences. He also served on the City of Newport Beach Planning Commission.

Mr. Brown received a Master of Arts degree in Urban Planning from the UCLA School of Architecture and Urban Planning and a Bachelor of Arts degree from the Evergreen State College in Olympia, Washington.
Terri Novak, Vice President, Chief Operating Officer
c/o Kisco Senior Living 5790 Fleet Street, Suite 300 Carlsbad, CA 92008

As Chief Operating Officer for Kisco Senior Living, LLC, Terri Novak is responsible for providing support, guidance and direction in the management of the company's seniors' communities including continuum of care campuses (CCRC), assisted living and specialized memory care dementia. She is responsible for the day-to-day operations of 20 communities in six states with over $140 million in annual revenue and approximately 1600 associates. She is also responsible for developing and refining programs to monitor and improve all aspects of customer satisfaction for residents and their families.

Ms. Novak has more than 25 years of management experience and with more than 18 of those years focused in leadership positions in the senior housing and healthcare industries. She has fulfilled operations, management and marketing duties for programs that include independent living, skilled nursing, dementia care, assisted living, home health and home and community based services.

Ms. Novak has an associate's degree in Health Care Administration and earned her Bachelor of Science degree in Human Resource management and a Master of Business Administration degree from Friends University in Wichita, Kansas. She is the past president of the Kansas Adult Care Executives (KACE) and has served as a board member of Kansas Association of Homes and Services for the Aging (KAHSA). Ms. Novak is a certified California Awards for Performance Excellence (CAPE) Examiner to lead expertise in achieving world-class results through the criteria of the Baldridge National Quality Program.

Mitch J. Ritschel, Vice President, Chief Financial Officer
c/o Kisco Senior Living 5790 Fleet Street, Suite 300 Carlsbad, CA 92008

MJ Ritschel oversees acquisitions, asset management and capital market transactions; and has been associated with Kisco since 2011. In addition, he is responsible for investor relations and major capital investments for Kisco's portfolio. Further, he serves on the Operator Advisory Board for the National Investment Center for Seniors Housing and Care.

Previous to Kisco, Mr. Ritschel was a partner with Davenport Partners and a Vice President of Spieker Properties REIT (NYSE:SPK), heading up its acquisition and development activities in major markets of the western United States. MJ Ritschel started his career with Kaiser Development/Industries, as a manager for various property portfolios. Over the past thirty years, he has been involved with every facet of acquisitions, development, construction, financing and asset management for all major real estate asset classes.

If you have additional information you'd like to request about the people of The Cardinal, please feel free to write to:

The Cardinal at North Hills
Disclosure Statement Information
5790 Fleet Street, Suite 300
Carlsbad, CA 92008
Community Management Team (CMT)

The Cardinal is led by Mr. Tom Ford. Mr. Ford has been with Kisco Senior Living for 16 years during which time he was Executive Director at Woodland Terrace in Cary and Magnolia Glen in Raleigh. Tom earned a BS in Business Administration/Health Care Management and a Master’s Degree in Public Administration. Additional CMT members supporting Mr. Ford are:

- Assisted Living Director
- Dining Services Director
- Environmental Services Director
- Hospitality Director
- Nursing Care Director
- Resident Relations Director
- Wellness Director
- Sales Director
- Business Office/Finance Director

Neither the managers nor any principals of The Cardinal (i) have 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 involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; or (ii) is subject to a currently effective injunctive or restrictive court order, or within the past five years, had any state or federal license or permit suspended or revoked as a result of an action brought by any governmental agency or department, arising out of or related to business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged, or facility subject to N.C.G.S. §58-64 or similar law in another state.
4. Affiliations

The Cardinal is a private, independent, for profit limited liability company, which is not affiliated with any religious, charitable or other affinity group.
5. Description of The Community

The Cardinal at North Hills (CNH) is a rental Continuing Care Retirement Community (CCRC) located in the master planned, mixed use neighborhood of North Hills. The community is located on a 5.9 acre site located between Six Forks Road and St. Albans Drive at the eastern end of the North Hills Park District. The community includes a mix of independent living residences connected to clubhouse commons as well as assisted living, specialized assisted living for memory care and nursing care. The main entrance is at the east end of Midtown Park with a covered drop off and visitor parking in a motor court flanked by the clubhouse commons and two, 5 story independent living (IL) buildings. The two IL buildings contain a total of 165 residences (for an estimated 300 residents) including one, two and three bedroom floor plans. Parking for the IL residences is in a garage located below the buildings with direct elevator access. There is one assigned, reserved parking space per residence as well as additional spaces in the garage. IL residences include walk-in closets, washers and dryers, full kitchens, a 24 hour emergency call system and a choice of upgrades.

The clubhouse commons is a three level building connected to the IL buildings at the lobby level by enclosed walkways. The lobby level includes multiple dining venues with a full commercial kitchen, administrative offices, library, bar, and a liveing room/lounge area connected to a large outdoor terrace overlooking the gardens below. The garden level includes the beauty salon, fitness center, spa and wellness areas, indoor pool and various back of house support areas and mechanical spaces. Outdoor amenities at this level include a terraced garden with walking paths, sitting areas, planting areas for resident and outdoor entertainment venues. The mezzanine level includes a “family room” that can be reserved for parties and gatherings, art studio, media center/chapel, card and billiard room with a pub, and a multipurpose space which can be combined and expanded into larger spaces for specific functions such as large receptions, lectures and meetings.

Assisted living, memory care and nursing care are located in an adjacent building with a separate entry and drop off to the south of the clubhouse. This building is connected to the clubhouse for ease of shared services and access. Parking for this building is in a contiguous parking deck. Specialized memory care for Alzheimer’s and related dementias is located in a “household” format on the garden level with a secure outdoor garden. The lobby level includes a clinic, OT/PT/Rehab spaces as well as nursing care and assisted living. Assisted living is also located on the mezzanine level and includes a dining room, living room and other support spaces.

As a CCRC, The Cardinal offers multiple lifestyle choices designed to promote independence, dignity and an engaged lifestyle. Independent living residences are available for older adults who live in their own private residence. In this community, they will enjoy life just as they did in their own home, but will now have access to various services such as housekeeping, maintenance, and scheduled transportation, several dining venues with flexible meal plans, fitness classes, social activities and “life-long” learning. Residents will have a variety of choices in service options customized to their needs and presented in concert with the many adjacent amenities and services in North Hills.
The Independent Living lifestyle is offered in a fee format with an initial contractual community fee equal to two months of the Fees for the Residence type selected. Some examples of services and features covered by the fees include:

- A flexible meal plan
- Regular housekeeping (every other week)
- All utilities except telephone and premium cable
- 24 hour emergency call system
- Scheduled transportation
- A full range of social programs
- Wellness and fitness center with Kisco’s signature Art of Living Well program

For residents who require additional physical or cognitive support, a range of services are provided in the licensed health care building which will include assisted living, memory care and nursing care. Independent living Residents will have priority access to any of these areas which may be on a short term basis, if able to return to their IL residence, or a permanent change in residence based on need. In the memory care and nursing households, all living spaces are private alcove or studio apartments organized around communal dining, living, activity and outdoor spaces. All meals, housekeeping and other services are provided as well as a full daily calendar of engagement activities and individualized supportive care. Fees are based on Residence type with additional charges related to care services provided. Current fees are detailed in Section 11 below.
6. Resident Information

Effective communication between residents and management is essential to the operational success of The Cardinal. In addition to the more formal lines of communication, The Cardinal has established a number of informal communications vehicles for the ease and convenience of Residents.

Front Desk
Concierge services are available and when a Front Desk associate is not on duty, the main line telephone will be answered by the Receptionist on duty.

Resident Notices
Bulletin boards, which are located in the postal and message center, are maintained as a means of conveying information to Residents. One board is for "official" The Cardinal notices, schedules and announcements and is kept current by The Cardinal Associates.

The other board is for items of Resident interest, Resident notices, and other unofficial items. This board is maintained by The Cardinal, in conjunction with the Resident Advisory Council. The common areas will also have several monitors which will access a community channel. This system will display all community events and activities and will also be available on resident televisions and computers in each residence.

U.S. Postal Service
The U.S. Postal Service will pick up and deliver mail to the postal and message center. Individual mailboxes are located in the postal and message center and a mail pick up schedule will be posted. Residents of nursing care and memory care will have mail delivered to their apartment.

Newspaper Delivery Service
The Cardinal will provide a limited number of newspapers and periodicals in a central location for resident use. Arrangements for receiving and paying for newspapers and magazines must be made directly by the Resident.

Cable Television
"Basic" cable television is included in the Monthly Fee. "Premium" channels may be contracted for by the Resident, and will be billed directly to the Resident by the authorized cable provider. An "in-house" community information channel is provided for items such as daily dining specials, scheduled events, community updates, and emergency announcements.
Clerical Services
Residents may desire certain business services from time to time. Examples of these services are listed below. Facilities to handle these services may be available in the Business Center. If you require assistance, please contact a Resident Relations representative.

- Facsimile (Fax) Services
- Copier Services
- Notary Services
- Parcel service such as FedEx, UPS
  (An additional fee may apply to above services)

Salon
A beauty and barber salon and spa are located within The Cardinal. Operating hours and rates will be set by the salon proprietor, and are subject to change without notice.
7. Resident Services

Maintenance
Supervision of the maintenance function is the direct responsibility of the management of The Cardinal.

The primary functions of Maintenance are:
- To keep the Residences and public areas clean and in good repair
- To maintain The Cardinal grounds and landscaping
- To develop and implement a program of preventive maintenance
- To provide trash removal services.

Maintenance after Move-In
After a Resident moves into a Residence, the Maintenance associates may assist in hanging pictures, mirrors and shelves, without charge for the first two hours of labor. This work must be requested within 30 days after move-in and should be scheduled as a four hour block of time. Associates may inspect Resident-owned lamps and other appliances, and reserves the right to disable these items, if unsafe, until the Resident can make arrangements for repairs.

Replacement of Light Bulbs
Maintenance will replace light bulbs in the common areas and in the Residence's light fixtures, which are installed as part of the building's original equipment. Residents are expected to furnish bulbs for their own lamp fixtures and Maintenance will assist in changing them as necessary.

Maintenance of a Residence during a Resident's Absence
In the event of a maintenance emergency, as determined by The Cardinal, a Maintenance associate may enter the Residence.

Grounds Maintenance
All landscaping at The Cardinal was installed in accordance with an approved plan including watering systems and sprinklers. Residents may not install trees, bushes or other plantings without prior written approval of the Executive Director.

Swimming Pool/Spa Maintenance
Care of the swimming pool, including establishing and maintaining proper chemical levels, is the responsibility of The Cardinal. Water temperatures are maintained at a comfortable to comply with state regulatory requirements.

Pest Control
Pest control service is provided on a scheduled basis.
Recycling and Waste Disposal
Trash and recycling rooms are provided on each floor with trash and recycle bins. Only disposable trash in sealed plastic bags, not loose garbage, should be placed in the trash and recycle bins in these rooms. Items to be recycled will be collected in accordance with the current community recycling program. Feline/pet excrement (not including litter) shall be disposed of in Residence toilet. Litter must be placed in a tightly sealed plastic bag and placed in the trash bins. Dogs need to be relieved outside the building in the designated pet area.

With the exception of bones, all cooking oils, fat, banana peels, onion skins, celery, coffee grounds and similar coarse items which should be disposed of properly in the trash, all other food waste should be put down the garbage disposal in the kitchen sink.

A Resident with a large or bulky trash item, including moving boxes, may call the maintenance to make arrangements for it to be picked up.

For safety and to maintain a neat, clean environment, no trash of any kind should be put out in the residence building hallways.

Storage Facilities
Each Residence is assigned a storage cubicle in a storage area separate from the residence.

- Locking of the assigned cubicle is the responsibility of the Resident. The storage areas themselves will remain locked with Resident access provided by use of his or her entrance key.
- Assistance in moving items into or out of the storage cubicle can be obtained by contacting a Customer Service associate.
- The Cardinal is not responsible for items stored in a Resident's assigned storage cubicle.
- Storage room aisles are designed for easy access to each storage space. Items may not protrude into, or be put on, the floors of the aisle. Flammable liquids, chemicals, pyrotechnics or ammunition may not be stored in any storage area or cubicle. Valuable items such as jewelry, china, paintings, etc., should not be stored in storage areas.

Housekeeping
The supervision of the Housekeeping function is the direct responsibility of The Cardinal management.

The primary functions of Housekeeping are:
- Basic housekeeping and cleaning services in the Residences
- Cleaning of all public spaces
- Laundering of The Cardinal washable goods.

Housekeeping Service
Housekeeping service is provided once every other week to each Residence, with certain exceptions
during holidays to the degree scheduling permits, housekeeping services are provided in the Residences at the same day and time every other week.

Residents are provided a schedule of housekeeping visits, and notified of any anticipated changes. In an effort to provide maximum utilization, management is not able to guarantee that the same housekeeper will service your Residence each time. Individual housekeepers may be rotated from time to time.

The Cardinal reserves the right to enter a Residence to perform routine housekeeping services in a Resident's absence, unless the Resident has signed an Access Limitation Form allowing entry only if the Resident is present. If this form is on file, and the Resident is not present at the scheduled housekeeping time, then The Cardinal will not be obligated to re-schedule housekeeping services.

**Services Included in Routine Cleaning**
- Cleaning top of refrigerator, stove, countertops and sink; sweeping and wet mopping the floor.
- Cleaning bathtub and showers, sink, countertops, toilet bowl, tank and tank cover, and mirror; sweeping and wet mopping the floor.
- Light, top surface dusting; vacuuming carpet.
- Light dusting, vacuuming carpet and linen change (clean linens must be provided by resident).
- Cleaning window sills, spot-cleaning carpet, trash removal; sweeping patio.
- Certain cleaning tasks will be accomplished by The Cardinal on a periodic basis, including window washing inside and out and carpet shampooing, if needed.

**Services Not Included in Routine or Expanded Cleaning**
- Washing dishes, preparing food, waxing floors.
- Housekeeping associates will not dust or clean flat surfaces where there might be a chance of breakage.
- Moving heavy furniture.
- Cleaning inside the refrigerator.
- Polishing silver or brass, etc.
- Personal laundry.

**Extra Housekeeping Services**
Extra housekeeping services may be requested from The Cardinal. These extra services would include, but are not limited to, those services not included in routine cleaning (as described above), or other services requested by the Resident and approved by The Cardinal. Charges for extra housekeeping services are outlined in Appendix A and will be added to the monthly statement.

**Carpet Cleaning**
Carpets will be cleaned depending on normal "wear and tear" and routine expanded cleaning schedules, as determined by The Cardinal. Should, in the opinion of The Cardinal, special carpet cleaning is required in a Residence or in a public area due to a pet, unusual wear and tear, or general abuse, the Resident will be charged for that service.
Safety
The Cardinal is staffed 24 hours a day, 7 days per week by Customer Service Associates. These associates do not carry firearms, but do carry two-way communication equipment capable of receiving and acknowledging emergency calls and routing communication with other Community Associates and Residents. The Emergency Call System will include a daily check-in system which sends a notification to the Customer Service desk each morning that the Resident is up and about.

Firearms
Firearms are not allowed at The Cardinal.

Vehicle Identification
All Resident-owned vehicles are required to display a small decal on the vehicle. Such decals will be individually numbered for proper vehicle identification. Decals will be issued by The Cardinal at the time of vehicle registration. In the event that a vehicle is added or disposed of, the Resident is responsible for notifying The Cardinal of the change. Residents who own vehicles are required to maintain current registration and appropriate insurance.

In Case of Fire or Other Disasters
- At The Cardinal, the Residence buildings and other common spaces are fully sprinkled.
- Emergency Fire Evacuation procedures are provided to Residents for strategic placement in the Residence for quick reference in the event of an emergency.
- In case of fire in a Residence building or the common areas of the main building, Residents should not use the elevators, but should proceed with caution to the nearest building exit.
- A Community Disaster Plan is available. This plan includes a specific section on Fire and Evacuation. Residents are urged to read and to become familiar with the contents of the Disaster Plan.

Smoke Detectors, Residence
Every Residence will have a smoke detectors installed. Smoke detectors report directly to either the emergency call system or the main fire panel.

Smoke Detectors, Public Areas
Public area smoke detectors are connected directly to the main fire panel and are monitored by an external alarm service.

If a public area smoke detector is activated, an audible alarm will sound in the immediate vicinity; alarms will automatically sound at the control desk in the Administrative area and the Fire Department automatically will be called by the external alarm service. A strobe light and horn will also be activated in each Residence wing of the involved building.

Cardinal associates will be dispatched to the location of an activated public area smoke detector. Residents should take action per the Emergency Fire Evacuation procedures.
Emergency Call System
Residences are equipped with an emergency call system in each bedroom and bathroom. If the call system is activated, a Cardinal associate will check on you. If necessary, 911 will be called.

This call system is for emergency use only. It is not intended to be used for any other purpose. In the event of a medical emergency or life threatening event for which calling 911 is appropriate, the Resident should call 911 if possible, prior to using the emergency call system.
8. Health Center Services

The Cardinal offers healthcare options for Residents that include assisted living, memory support and nursing care, should you require assistance due to a change in your health status. Fees for these services are outlined in the service offerings.

Priority Access to Health Center Services
Priority for admission to the Health Center services among residents will be established on a first-come, first-served basis. If no space is available in the Community’s assisted living, memory support or nursing care apartments you may choose to receive services, as appropriate, at a nearby outside facility. A resident will be allowed to move directly in to the Health Care Center, without the 30 day independent living requirement, if their spouse is a resident in the independent living.

Level of Living Determinations
The Community Care Management Team will determine, in consultation with you, your physician, other health care providers, and your representative, whether you need assisted living, memory support or nursing care, the extent of the care to be provided, whether such care will be provided at the Community or away from the Community, and whether any relocation from your residence for care is temporary or permanent.

No Obligation to Prepay for Health Center Services
The Cardinal is a rental CCRC with a full continuum of care and does not require you to prepay for Health Center services, nor does it accept any liability to pay for your future health care services.

Assisted Living
Assisted Living cares for Residents who need assistance with the activities of daily living. Assisted living offers three meals per day; a variety of social and therapeutic activities and is staffed 24 hours a day. These services are provided within the scope of state licensure.

Memory Support
The Memory Support household is for Residents who have Dementia or require memory enhancement services. The memory support center was designed to help Residents feel as comfortable as possible and features spaces for recreational activities and programs. Associates in memory support receive special training in order to provide the necessary programming and assistance with activities of daily living to the Residents. Dining service includes three meals per day served in a family style dining area, as well as delicious snacks served in the kitchen. These services are provided within the scope of state licensure.

Nursing Care
Nursing Care is for Residents who require a more intensive nursing or rehabilitative services. Associates in nursing care are specially trained to provide supportive care and assistance. Dining service includes three meals per day, as well as delicious snacks and a variety of social and therapeutic activities. Nursing Care is staffed 24 hours a day with Registered Nurses and certified nursing assistants. These services are provided within the scope of state licensure.

Home Care Service
You may arrange for limited Home Care Services in your apartment. You and all providers of
Home Care Services or other Personal Services agree in writing to adhere to and comply with the Community Policies for Home Care Services or Personal Services providers. If you arrange for Home Care Services or Personal Services, you accept full responsibility for the cost of such services. You understand and agree that The Cardinal shall not be liable for any loss, damage, or injury to you, another Resident, or any other person caused by such providers.

Subject to the approval of The Cardinal, you may utilize Home Care Services in the apartment so long as you are able to satisfy the Conditions of Occupancy. Such services must be approved in advance and in writing by The Cardinal. The Cardinal reserves the right to review credentials of all Home Care Assistants, to approve or prohibit the use of or to require the discontinuation of Home Care Services. You are responsible to pay for all such services. As a condition of its approval, all Personal Service providers and/or Home Care providers must provide the Community with an appropriate release and indemnification agreement, proof of workers’ compensation and liability insurance, as well as proof that such Personal Service providers are free of tuberculosis and/or any other contagious or communicable disease, and are subject to a criminal background check. To the extent required, you shall confirm that any approved Personal Service providers has workers’ compensation insurance coverage. In the absence of such coverage, you are required to provide workers’ compensation insurance to the extent required by law. The Cardinal reserves the right to terminate your authorization to utilize Home Care Services in the event that you do not comply with the requirements, or require transfer to another level of care.
9. Relocation Information

Relocations from Residence

Substitution of Residence by The Cardinal
The Cardinal reserves the right to substitute your Residence with another comparable Residence if it is necessary to do so to meet any requirement of law or the lawful order or direction of the Fire Marshal or another authorized public official, or for any other reasonable purpose, as determined to be appropriate by The Cardinal.

Voluntary Relocation of Single Resident or Both Joint Residents
If you wish, you may move to another Residence at The Cardinal, subject to Residence availability and The Cardinal’s approval. You must notify the Community in writing of the Residence desired. You shall be responsible for all moving and cleaning costs associated with leaving your Residence in acceptable condition or (“Unit Ready”) which is defined as restoring your original Residence to its original condition, excluding ordinary wear and tear. In addition, you shall pay the Monthly Fee on both Residences until such time that you make the vacated Residence available to the Cardinal in acceptable condition Unit Ready after which you will then only pay the Monthly Fee on your new or different Residence. The parties shall sign an amendment to their Agreement that identifies your new or different Residence and the applicable Monthly Fee.

Subsequent Joint Occupancy by Residents of Different Residences

- If you and another Resident, residing in two separate Residences, decide to live together, you may release one of your residences and live together in the other residence, subject to availability and The Cardinal’s approval. You shall be responsible for all moving and cleaning costs and the cost of restoring the vacated residence to its original condition, excluding ordinary wear and tear. The vacated residence Monthly Fee will cease upon it being Unit Ready. You will sign an amendment to your Agreement that identifies your different accommodation, states that you have elected to live in such accommodation, and identifies the double occupancy Monthly Fee.

- If you and another Resident, residing in two separate residences, decide to live together in a new or different residence, you may release both of your current residences and move into a new or different residence, subject to availability and The Cardinal’s approval. You shall be responsible for all moving and cleaning costs and the cost of restoring your former residences to their original condition, excluding ordinary wear and tear. The vacated residence or residences Monthly Fee will cease upon it being Unit Ready. You and your joint occupant will sign a new Agreement that identifies your new or different accommodation and identifies the Monthly Fee for your new or different accommodation.

Subsequent Joint Occupancy by Resident and Non-Resident
If you wish to live in your Residence with someone who is not a Resident of The Cardinal, the non-Resident must follow the standard application procedures for move-in to the Community. Both of you shall be 55 years of age or older. If the non-Resident’s application is rejected, (s) he/she shall
not qualify to be a Resident of The Cardinal. The rejection of the non-Resident’s application will have no effect on your existing agreements with the Cardinal, and you may choose to continue living in your Residence alone or terminate your Residence and Service Agreement in accordance with its terms. If the application is approved, the new Resident shall pay, on the same terms that apply to all Residents, the Second Person Monthly Fee. Both of you shall sign an amendment to the Agreement that identifies the Monthly Fee for your Residence. Both Residents together and each Resident separately will be liable for all fees described in the Agreement.

**Dissolution, Divorce or Separation of Residents**

If you jointly occupy your Residence, and you divorce, separate, or otherwise wish to live separately while at The Cardinal, either of you shall be entitled to relocate from your Residence to a different residence, subject to residence availability and the Community’s approval. The transferring Resident shall then pay the Monthly Fees for single occupancy of his or her new or different residence and will sign a new Residence and Service Agreement.

**Relocation within The Cardinal for Health Center Services**

The Community Care Management Team, in consultation with you, your physician, and your representative, shall determine whether your relocation from your Residence is temporary or permanent.

**Temporary Relocation Within The Cardinal.**

- **Single Occupancy.**
  - If you require temporary Health Center services, you shall (a) continue to pay your regular Monthly Fee for your Residence; (b) pay the Monthly Health Center Fee; and (c) pay for any charges for ancillary items and services you receive that are not covered by the Monthly Health Center Fee.

- **Double Occupancy.**
  - If you occupy your Residence with another Resident and one of you is temporarily transferred outside your Residence for Health Center services, the remaining Resident may continue to occupy your Residence. In that case, the remaining Resident will be obligated to pay the Monthly Fee for single occupancy and charges for optional items and services. The transferred Resident will pay the applicable Monthly Health Center Fee and any charges for ancillary items and services (s)he receives that are not covered by the Monthly Health Center Fee. If both of you simultaneously receive Health Center services, you will be responsible for continuing to pay only the single occupancy Monthly Fee for your Residence and each of you shall pay (a) the applicable Monthly Health Center Fee for care received; and (b) any charges for ancillary items and services that each of you receive that are not covered by the Monthly Health Center Fee. Both Residents together and each Resident separately will be liable for all fees described in the Agreement.
Permanent Relocation for Health Center Services Within The Cardinal

- Single Occupancy.
  - If you occupy your Residence by yourself and you require permanent Health Center services you shall vacate your Residence and relocate to a Health Center apartment as appropriate. You will continue to pay The Cardinal the Monthly Fee until you make your Residence Unit Ready to The Cardinal. You shall be responsible for all moving and cleaning costs and the cost of restoring your former residence to its original condition, excluding ordinary wear and tear. Once your Residence is Unit Ready, the Unit will be deemed available to The Cardinal for sales and marketing purposes, and the Resident will be released of any further responsibility regarding the former residence, notwithstanding any additional costs required as determined by the Community following a thorough inspection of the Residence after you have moved. In addition, you shall pay the applicable Monthly Health Center Fee and any charges for ancillary items and services you receive. After you have made your Residence Unit Ready to The Cardinal, you shall be responsible for paying only the Monthly Health Center Fee and any charges for ancillary items and services you receive.

- Double Occupancy.
  - If you occupy your Residence with another Resident and one of you requires permanent Health Center services, the remaining Resident may continue to occupy your Residence. In that case, the remaining Resident will be obligated to pay the Monthly Fee for single occupancy and any charges for optional items and services. The transferred Resident will pay the applicable Monthly Health Center Fee and any charges for ancillary items and services he/she receives. If both of you simultaneously require permanent Health Center services, you shall vacate your Residence and relocate to one of The Cardinal's Health Center apartments. You shall continue to pay only the single occupancy Monthly Fee until your Residence is Unit Ready. In addition, each of you shall pay the applicable Monthly Health Center Fee for the care received and any charges for ancillary items and services you receive. Once your Residence is Unit Ready, each of you shall be responsible for paying only the applicable Monthly Health Center Fee and any charges for ancillary items and services you receive.

Health Center Services Agreements

If you require permanent or temporary health care services within The Cardinal, prior to or upon moving to an assisted living or skilled nursing apartment at The Cardinal Health Center, you must sign an Assisted Living Residence and Care Agreement or Nursing Care Residence and Care Agreement, as applicable, in the form then required by The Cardinal (the “Health Center Agreements”). The current forms of the Health Center Agreements are attached to this Disclosure Statement.

Summary of Health Center Agreements.

The Assisted Living Residence and Care Agreement is a month to month agreement, and you will
pay Monthly Health Center Fees during your occupancy of an assisted living apartment. The Nursing Care Residence and Care Agreement provides for a Daily Health Center Fee, which will be billed to you on a monthly basis based on the days of your occupancy in a nursing care apartment. The Monthly Health Center Fees and the Daily Health Center Fees may be referenced herein as the “Health Center Fees”. The Health Center Agreements will be binding contracts between you and The Cardinal at North Hills Healthcare, LLC, which operates the Health Center pursuant to contracts with The Cardinal. Under the Health Center Agreements, both assisted living apartments and skilled nursing apartments (both referenced herein as “Health Center Apartments”) are provided with all utilities except for telephone and premium cable television service. Assisted living apartments are provided with floor and window coverings, and you must furnish the assisted living apartment with furnishings that comply with North Carolina adult care home regulations (The Cardinal’s Healthcare staff will inform you of these requirements). Skilled Nursing apartments and Memory Care Assisted Living Apartments are provided with all required furnishings, and you may not add furnishings to these Apartments except as approved by The Cardinal Health Center staff, and all added furnishings must comply with North Carolina nursing care and assisted living regulations.

Alterations to assisted living apartments may be made, at your expense, with the prior written consent of the Executive Director. When you vacate the apartment, you will be responsible for restoring the apartment to its original state. Skilled Nursing apartments may not be altered.

The Health Center Fee includes basic laundering and housekeeping services as described in the Health Center Agreements. Additional housekeeping and laundry services can be provided for an additional charge. You are responsible for personal dry cleaning.

Assisted living and nursing care residents generally provide their own supplies for personal care and hygiene. However, if you are unable to provide such supplies or choose not to provide them, The Cardinal Health Center will provide you with personal items for an additional charge.

All Health Center Agreements provide three (3) nutritious meals a day plus snacks, in accordance with regulatory requirements. Tray service is available for no additional charge. Guests may dine with you at an additional cost. Guests who are residents of the independent living component of The Cardinal may use their monthly dining allowance to purchase guest meals in the Health Center.

Under the Assisted Living Residence and Care Agreement, the Monthly Health Center Fee includes assistance with activities of daily living such as medication management, bathing, dressing, ambulating and incontinence care. Different personal care service packages will be offered to assisted living residents depending on their specific needs. The scope and pricing of these levels of assisted living services may be changed at the discretion of The Cardinal Health Center upon thirty (30) days written notice to you. When you are transferred to an assisted living apartment in accordance with your Residence and Service Agreement, the professional staff in consultation with your physician and family will perform an assessment of your needs to determine the appropriate level of service for you. The Cardinal Health Center staff will periodically reassess as needed to maintain your appropriate level of care service. The current fees for the various levels of assisted living care at The Cardinal Health Center and the description of these levels are set forth in appendices attached to the Assisted Living Residence and Care Agreement. These fees are subject to change.
Under the Skilled Nursing Residence and Care Agreement, the Daily Health Center Fee includes a program of nursing care determined in consultation with your physician to determine the appropriate level of care. When you are transferred to a skilled nursing apartment in accordance with your Residence and Service Agreement, the professional staff will perform an assessment of your needs, consult with your physician and family, and determine with you the appropriate program of nursing care for you. The Cardinal Health Center will periodically review your care needs as appropriate. The current fees for nursing care at The Cardinal Health Center are set forth in appendices attached to the Nursing Care Residence and Care Agreement. These fees are subject to change.

In addition to the services provided as part of the Health Center Fee, additional option services will be available to you at an extra charge. Some of the optional services offered by The Cardinal Health Center include:

1. Guest meals and services;
2. Tray service;
3. Personal transportation and supervision;
4. Beauty/barber shop services (if such services are provided by an outside vendor, the vendor will bill you directly for beauty and barber services);
5. Additional laundry and housekeeping services beyond those described above;
6. Repairs and maintenance of personal items; and
7. Any other services that we elect to offer in the future.

The current fees for optional services at The Cardinal Health Center are set forth in appendices to the Health Center Agreements, and are subject to change.

The Cardinal Health Center is not responsible for furnishing or paying for any health care items or services not expressly included in the Health Center Agreements, including but not limited to physicians' services, surgery, hospital care, private duty care or other specialized care. Examples of such specialized care include but are not limited to, treatment or examination of eyes or teeth, medications, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic appliances, prosthetic devices, laboratory tests, x-ray services, toiletries and personal supplies not required to be provided under the applicable Health Center Agreement.

The Health Center Fees and all other payments due to The Cardinal Health Center under the Health Center Agreements are due by the 5th day of the month. If you fail to pay fees when due, The Cardinal Health Center may charge you a late payment of up to five percent (5%) on your then-current Health Center Fees for each delinquent payment. Returned checks shall be subject to a Fifty Dollar ($50.00) penalty.

You may terminate the Assisted Living Residence and Care Agreement upon thirty (30) days’ notice, or immediately in the case of your death. You may terminate the Nursing Care Residence and Care Agreement with two (2) day notice, or immediately in the case of your death. In either case, you or your estate will be responsible for paying the applicable Health Center Fee until such time as your belongings are removed from your health center apartment. The Cardinal Health Center may terminate your Health Center Agreement upon thirty (30) days’ notice if certain conditions are met, including changes in your condition requiring services that The Cardinal Health
Center cannot provide. The Cardinal Health Center may also terminate your Health Center Agreement upon less than thirty (30) days' notice if we determine that (a) a delay in discharge or transfer would jeopardize your health or safety or the health or safety of other residents at The Cardinal Health Center; or (b) your condition has improved sufficiently to allow for a more immediate discharge or transfer, as documented by a physician. Terminations are discussed in more detail in the Health Center Agreements.

If you vacate your health center apartment for any reason, but fail to remove your belongings from the health center apartment, we may remove your belongings and store them at the expense of you or your estate, and if you or your estate abandon your belongings we may dispose of them in accordance with North Carolina law.

In the event of a termination of your Health Center Agreement, your estate will receive a refund of any unused pro rata portion of your Health Center Fee within thirty (30) days of the date your belongings are removed from your health center apartment. Any such refund will be reduced by the amount of any unpaid amount you owe to The Cardinal Health Center, the costs of repairing your health center apartment or any other property of the Cardinal Health Center damaged by you or your visitors outside of normal wear and tear, and any expense we incur to remove and store your belongings.

Smoking is not allowed in the Health Center. Pets are not allowed in assisted living apartments. Pets are not allowed in the Health Center apartments except as part of an approved therapy program sponsored by The Cardinal or service dogs.

The Health Center Agreements contain other important terms and conditions that you should review prior to execution.

Relocation to an Outside Health Care Facility
- Temporary Relocation.
  o If you relocate to an outside facility for Health Care services because no space is available at The Cardinal Health Center, you shall continue to pay your regular Monthly Fee for your Residence until you return. In addition, you shall be responsible for paying the outside facility’s charges for the housing, services and items you receive at that facility. The Cardinal is not responsible to pay such charges to the outside facility. When space becomes available at The Cardinal Health Center, and as medical circumstances allow, as determined by the Community care management team, you, your physician, and/or your representative, The Cardinal will notify you to return. All obligations regarding the provision and quality of care at the outside facility shall be the responsibility of that facility and not The Cardinal, and you agree to hold The Cardinal harmless for any injury or damage you incur at an outside care center.

- Single Occupancy.
  ▪ If you require temporary Health Care services at an outside facility, you shall continue to pay your regular Monthly Fee for your Residence as well as the applicable rate including any charges for ancillary items and services you receive that are not covered by the Monthly Fee.
• Double Occupancy.
  • If you occupy your Residence with another Resident and one of you is
temporarily transferred to an outside facility for Health Care services, the
remaining Resident may continue to occupy your Residence. In that case,
the remaining Resident will be obligated to pay the Monthly Fee for single
occupancy and charges for optional items and services. The transferred
Resident will pay any charges for ancillary items and services he/she
receives that are not covered by the Monthly Fee. If both of you
simultaneously receive Health Care services at an outside facility, you will
be responsible for continuing to pay only the single occupancy Monthly Fee
for your Residence and each of you shall pay any charges for ancillary items
and services that each of you receive that are not covered by the Monthly
Health Center Fee. Both Residents together and each Resident separately
will be liable for all fees described in the Agreement.

• Permanent Relocation.
  • If you occupy your Residence by yourself and you permanently relocate to an outside
Health Care facility, your Agreement will terminate. In the event of double occupancy,
if one Resident requires permanent assisted living, memory care or nursing care at an
outside facility, your Agreement will terminate with respect to the transferring Resident
and will continue only with respect to the remaining Resident.

Conditions Pertaining to Change of Residence
If you choose to move to a different Residence at The Cardinal, transfer to The Cardinal Health
Center, or move out of The Cardinal, the cost of refurbishment of your former Residence that is
over and above normal wear and tear may be assessed to you. This determination will be made by
the Community following a thorough inspection of the Residence after you have moved. The
moving costs associated with any move will be your sole responsibility.

Required Relocation
• You may be required to relocate to The Cardinal Health Center or an outside facility, as
appropriate, if any of the following exists as determined by the Community Care Management
Team, in consultation with you, your physician, and/or your representative:
  • You fail to meet the Conditions of Occupancy for Residential living;
  • Your continued occupancy of your Residence endangers your health, safety, or well-
being or that of another person and your needs require that you be relocated to protect
your own health or safety or that of other Residents;
  • You require care that cannot lawfully be provided in your Residence, The Cardinal
Health Center or care that The Cardinal is unable to or does not routinely provide;
  • Your needs cannot be met at The Cardinal for reasons such as design or staffing or the
program of services offered at the Community;
  • You exhibit behavior that endangers you or threatens the safety or well-being of other
Residents, violates the Community's rules, regulations, policies and procedures for
living in a retirement communal setting and creates an unreasonable and continuing
disturbance of the peaceful enjoyment of The Cardinal by other Residents, or you are
generally unable to benefit from the program of services available at The Cardinal; or
  • Your personal physician has determined that you require services and care not available
at The Cardinal.
10. Terminations and Refunds

Termination Due to Death or Change in Status Prior to Occupancy
If you die before occupying your Residence, or if, on account of an illness, injury, or incapacity that occurs prior to occupying your Residence, you would be precluded from occupying your Residence under the terms of your Agreement, your Agreement will be automatically canceled. You may be eligible for residence in The Cardinal Health Center depending on the criteria for admissions established by The Cardinal and the State of North Carolina. In either case, The Cardinal will pay you or your estate a refund of all or a portion of your Reservation Fee subject to the terms of the Binding Reservation Agreement. Your estate will receive the refund within thirty (30) days from the date notice of death is received by the Community or the date The Cardinal sends you notice of termination due to changed circumstances. If you executed your Agreement with another Resident, your Agreement will remain in effect with respect to the surviving Resident regarding payment of any refund.

Cancellation Period/Refund

- Cancellation by You.
  - There will be a Cancellation Period of thirty (30) days during which you may cancel your Agreement, with or without cause. The Cancellation Period begins on the later of (a) the date that you sign your Residence and Service Agreement and pay the applicable Community Fee, or (b) the date The Cardinal provides this Disclosure Statement to you. You must provide written notice of such cancellation decision within the thirty (30) day period. You may move in to your Residence during the Cancellation Period, but you are not required to move in during the Cancellation Period if you do not wish to do so. In the event of such cancellation, you shall be entitled to a refund of monies paid to The Cardinal except that The Cardinal shall deduct from your refund (a) the reasonable value of any services and accommodations rendered to you by The Cardinal; (b) any other costs specifically incurred by The Cardinal at your request as set forth in writing and signed by both parties; and (c) a cancellation fee in the amount of one thousand dollars ($1,000.00). In addition, you will lose any earnings credit accrued on monies paid to The Cardinal. You will receive the refund within thirty (30) days after the date of your written notice of cancellation, except that if you moved into your Residence you shall receive the refund within thirty (30) days after you have vacated the Residence, removed all your belongings from it, and restored it to its original clean condition, excluding ordinary wear and tear. You must make your Residence available to The Cardinal as described above within twenty (20) days after the date of the written notice of cancellation.

- Cancellation by The Cardinal.
  - There will be a Cancellation Period of thirty (30) days after the date that you sign your Residence and Service Agreement and paid the applicable Community Fee during which The Cardinal may cancel your Agreement, with or without cause, upon written notice within the thirty (30) day period. In the event of such cancellation, you shall be entitled to a refund of monies paid to the Cardinal except that the Community shall deduct from your refund (a) the reasonable value of any services and accommodations rendered to
you by the Community; and (b) any other costs specifically incurred by the Community at your request as set forth in writing and signed by both parties. In addition, you will lose any interest accrued on monies paid to the Community. You will receive the refund within thirty (30) days after the date of The Cardinal’s written notice of cancellation, except that if you moved into your Residence you shall receive the refund within thirty (30) days after you make your Residence available to The Cardinal. You must make your Residence available to The Cardinal within twenty (20) days after the date of the written notice of cancellation.

Death of Resident During or After Cancellation Period Following Move In
Your Agreement will automatically terminate if you die during or after the thirty (30) day Cancellation Period following your move into your Residence. In that case, The Cardinal will pay a refund to your estate in accordance with the provisions of the Residence and Service Agreement. Your payment obligations will continue until your Residence is Unit Ready. If you executed your Residence and Service Agreement with another Resident, your Agreement will remain in effect with respect to the surviving Resident regarding payment of any refund.

Termination by Resident After Cancellation Period
You may terminate your Agreement at any time after the thirty (30) day Cancellation Period by giving The Cardinal thirty (30) days written notice, unless a shorter notice period is mutually agreed to in writing. Until the effective termination date or the date you make your Residence Unit Ready, whichever is later, you will pay the established Monthly Fee and other charges for accommodations, and services performed by The Cardinal, together with such amounts as will cover other expenses incurred by you, and any repairs to or replacement of The Cardinal property for damage caused by you, excluding ordinary wear and tear.

Termination by The Cardinal After Cancellation Period
- The Cardinal may terminate your Agreement at any time after the Cancellation Period for good cause, upon giving you thirty (30) days written notice. Good cause shall include, but not be limited to, the following:
- Your failure to perform any of your obligations under your Agreement, including your obligation to pay your Monthly Fee and other charges;
- You, your guests, or Home Care assistants fail to abide by the rules, regulations, policies and procedures of The Cardinal, described in the Resident Handbook or in such other documents or publications as may be provided from time-to-time, as they now exist or as they may later be amended by the Cardinal in its sole discretion;
- Any material omission or misstatement in your Application For Residency, your Reservation Agreement and any and all other documents filed with The Cardinal by you or on your behalf;
- Your behavior creates an unreasonable and continuing disturbance within the Community that is detrimental to the health, safety or peaceful enjoyment of others;
- You have needs that cannot be met at The Cardinal for reasons such as licensing, design or staffing, or a condition that cannot be accommodated at The Cardinal as determined by the Community or as defined by licensing regulations;
- You refuse to relocate for appropriate care or accept services and care required in order for the Community to meet your needs;
• Your permanent relocation (or the permanent relocation of both of you, if you are a couple) from The Cardinal premises.

Continued Monthly Fee Payment Obligation
You are required to pay the Monthly Fee throughout any and all notice periods until your Residence is returned to The Cardinal in the described condition. The Cardinal will deduct from any refund owed to you: (a) all unpaid Monthly Fee and other charges, including any applicable late charges and interest; and (b) the cost (if any) of restoring your Residence to its original clean condition (excluding normal wear and tear).

Community Fee Refund After Cancellation Period.
At the end of the cancellation period, the Community Fee will become the property of The Cardinal, and not refundable for any reason. You will not receive a refund of your Community Fee if your Agreement is terminated after the Cancellation Period for any reason, except in the event of your death or change in financial or health condition prior to taking occupancy at The Cardinal, as outlined in the first paragraph of this Section 11.
11. Fees and Other Charges

Community Fee

A non-refundable Community Fee for your residence at The Cardinal equal to two (2) months of your Fees for the residence you select is due upon execution of the Residence and Service Agreement, less any Reservation Fee credited against the Community Fee pursuant to a Binding Reservation Agreement. The Community Fee is non-refundable except under the conditions set forth in the Residence and Service Agreement. The Community Fee compensates The Cardinal for the time and expense associated with processing your application for residency, defrays the cost of marketing, and supports the overall operations and financial performance of The Cardinal. Monthly and Community Fees vary according to the size of independent living residence.

Your Community Fee is payable by check, money order, or wire transfer, and is due upon signing your Residence and Service Agreement.

Fee Amount

Fees vary according to the size of independent living residence and the number of occupants residing in the independent living residence. The Fees will be due regardless of whether or not the resident actually occupies the independent living residence. The following tables detail the monthly service fees by type of residence. Monthly Fees compensate The Cardinal for occupancy of your residence and the housekeeping, maintenance, programming, meals, and other goods and services you will enjoy while living at The Cardinal, as well as supporting the overall operations and financial performance of The Cardinal.

The Cardinal at North Hills
INDEPENDENT LIVING FEE SCHEDULE

Independent Living Residences – Fees shown are subject to change.

<table>
<thead>
<tr>
<th>PLAN</th>
<th>NAME</th>
<th>TYPE</th>
<th>SQUARE FT.</th>
<th>OPENING MONTHLY FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan A</td>
<td>The Salisbury</td>
<td>1 Bedroom/1 Bath</td>
<td>Approx. 800</td>
<td>$4,500</td>
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<tr>
<td>Plan A+</td>
<td>The Salisbury Plus</td>
<td>1 Bedroom/1 Bath/Den</td>
<td>Approx. 1,005</td>
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<td>Plan B</td>
<td>The Glenwood</td>
<td>1 Bedroom/1 Bath</td>
<td>Approx. 950</td>
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<td>Plan C</td>
<td>The Dawson</td>
<td>1 Bedroom/Den/1.5 Bath</td>
<td>Approx. 1,110</td>
<td>$5,200</td>
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<tr>
<td>Plan D</td>
<td>The Cameron</td>
<td>1 Bedroom/Den/1.5 Bath</td>
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<tr>
<td>Plan</td>
<td>Residence</td>
<td>Type</td>
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<td>Monthly Fee</td>
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<tr>
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</tr>
<tr>
<td>E</td>
<td>The Morgan</td>
<td>2 Bedroom/2 Bath</td>
<td>Approx. 1,200</td>
<td>$5,500</td>
</tr>
<tr>
<td>E+</td>
<td>The Morgan Plus</td>
<td>2 Bedroom/2 Bath/Den</td>
<td>Approx. 1,525</td>
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<td>F</td>
<td>The Marlowe</td>
<td>2 Bedroom/2 Bath</td>
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<tr>
<td>F+</td>
<td>The Marlowe Plus</td>
<td>2 Bedroom/2 Bath</td>
<td>Approx. 1,330</td>
<td>$5,700</td>
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<td>J</td>
<td>The Hillsborough</td>
<td>2 Bedroom/2 Bath</td>
<td>Approx. 1,375</td>
<td>$5,900</td>
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<td>G</td>
<td>The Oxford</td>
<td>2 Bedroom/2 Bath</td>
<td>Approx. 1,555</td>
<td>$6,500</td>
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<td>K</td>
<td>The Granville</td>
<td>2 Bedroom/Den/2 Bath</td>
<td>Approx. 1,610</td>
<td>$6,900</td>
</tr>
<tr>
<td>H</td>
<td>The Churchill</td>
<td>2 Bedroom/Den/2 Bath</td>
<td>Approx. 1,720</td>
<td>$7,100</td>
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<td>I</td>
<td>The Edenton</td>
<td>3 Bedroom/3 Bath</td>
<td>Approx. 2,080</td>
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</tbody>
</table>

*Amounts shown are average Monthly Fees. Actual Monthly Fee will vary depending on the location of the Residence within the community. Fees do not include Second Person Fees or any optional or ancillary services. The Second Person Fee for Independent Living is $780.00.

The Cardinal at North Hills Heath Center
HEALTH CENTER FEE SCHEDULE

**Health Center – Fees shown are subject to change.**

<table>
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<tr>
<th>TYPE</th>
<th>CARE LEVEL</th>
<th>SQUARE FT.</th>
<th>OPENING MONTHLY FEES*</th>
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<td>Assisted Living</td>
<td>Approx. 325</td>
<td>$4,700</td>
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<tr>
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<td>$5,200</td>
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<td>Assisted Living</td>
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<td>$6,000</td>
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<tr>
<td>Studio</td>
<td>Nursing Care</td>
<td>Approx. 325</td>
<td>$ 9,000</td>
</tr>
</tbody>
</table>

*Amounts shown are Base Monthly Fees. Fees for additional Levels of Care will be established at the time of residency based on need in accordance with published rates. Second Person Fee for Assisted Living is $940

**Payment Procedures**
You will commence paying your Fees and any other applicable service fees 30 days prior to occupying your independent living residence. Thereafter, your Fees shall be payable in advance on the first (1st) day of each month. You will be billed by the Community for the Fees for the next month’s services and accommodations. Payment must be made by check, money order, electronic payment, or other means prescribed by the Community.

**Late Payment Charge and Interest**
The Cardinal reserves the right to impose a late payment charge and interest at the maximum legal rate not to exceed one and one-half percent (1.5%) per month, which is equal to eighteen percent (18%) per annum, if you do not pay your Fees and other fees due under this Agreement by the due date. You will be responsible for paying all attorneys’ fees and costs incurred by The Cardinal related to the recovery of delinquent amounts due under this Agreement.

**Obligations to Make Payment/Default/Financial Assistance**
You are required to make all payments due to the Community in a timely manner and otherwise satisfy your personal financial obligations. If you fail to pay the Fees or other charges in a timely fashion, The Cardinal may, in its discretion, terminate your Agreement upon thirty (30) days written notice. In the event of such termination, all unpaid fees and charges (including late payment charges and interest) will be deducted from any refund payment that is due. The Cardinal has no obligation to give you any financial assistance.

**Adjustments**
The Cardinal may increase or decrease the Fees or the scope or frequency of services upon thirty (30) days advance notice. No notice will be required if a fee change results from a change in your level of care or in the optional services you request.

**Absences**
You are responsible for continuing to pay your Fees whenever you are absent from the Community.

**Charges for Optional Services**
You will be billed for optional services selected either at the time they are rendered or with the next billing cycle (see Appendix A). The payment procedures for optional service charges, including the imposition of late fees and interest, are the same as for the Fees. The current charges for optional services are set forth in the schedule of fees for optional services. The Cardinal may, in its sole discretion, adjust the fees for optional services for any reason upon providing thirty (30) days advance notice to Residents.
Joint Liability for Fees

If two Residents are signing the Agreement, both Residents together, and each Resident separately will be liable for all fees described in their Residence and Service Agreement. If you share your residence with another resident who has executed another Residence and Service Agreement, both of you are liable for all fees due under both your and the other Resident’s Residence and Service Agreement, including late payment charges and interest.
12. Residency Criteria

Age Criteria
Prospective residents must be at least 55 years of age at the time occupancy begins. If a resident is married to a person who will be less than 55 years of age at the time of occupancy of the independent living residence, the underage spouse may be approved for residency in the residence, in The Cardinal's sole discretion, provided the spouse is at least 55 years of age and meets the other admission requirements applicable to new residents. The Cardinal reserves the right to limit the number of residents under the age of 62 that will live in the Community.

Health Criteria
Prospective residents must meet the health criteria established by The Cardinal for independent living and be independently mobile, able to manage all activities of daily living, able to self-administer medications with a reminder, if necessary, oriented as to person, place and time and be able to plan and organize daily activities. A preliminary health screen completed by the prospective resident's primary physician certifying as to certain independent living criteria is due 60 days after the execution of the Residence and Service Agreement by the prospective resident followed by a complete medical history and physical examination, which is due at least 30 days prior to the prospects proposed residency at the Community.

Financial Criteria
The prospective resident must have sufficient financial resources to allow payments to The Cardinal to cover the costs of living in the Community including the Community Fee, monthly service fees or other fees for all levels of care and to pay normal living expenses beyond the services to be provided by The Cardinal. The prospective resident shall provide such financial information as The Cardinal reasonably requires in such form as is acceptable to The Cardinal, to determine the prospective resident's ability to pay.

Additional Occupants
If a current Resident wishes to have another person who is not a current resident of The Cardinal move into the Residents Residence (for example, if the current Resident marries a non-Resident), the new occupant must apply and meet the same admission requirements applicable to new residents. If the prospective resident's application is rejected, the prospective resident may not take up co-occupancy with the existing Resident, but such rejection will have no effect on the existing Resident’s Residence and Service Agreement.
13. Financial Disclosure

North Carolina law requires continuing care retirement communities such as The Cardinal to maintain operating reserves equal to fifty percent (50%) of the total operating costs in a given year, or twenty-five percent (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. Once the Community is open, its projected occupancy rates and financial statements will demonstrate its ability to meet the reserve levels required by law.

The Cardinal is financed and owned by a joint venture partnership between HCRY North Carolina Properties III, LP, an affiliate of Welltower (formerly Health Care REIT, Inc. (HCN) and KSL Toledo Member, LLC, an affiliate of Kisco Senior Living, LLC (KSL). The Cardinal at North Hills will be one of three senior living communities in Raleigh, North Carolina owned by this HCN and KSL partnership under a Master Lease Agreement.

The HCN/KSL partnership leases the completed community to another affiliate of Kisco Senior Living, LLC (The Cardinal at North Hills, LLC) for 15 years with two extension options. The Cardinal at North Hills, LLC is the entity responsible to fund the operating costs including the start-up losses. The current lease payment is $638,000 per month. Upon reaching stabilization, the lease payments escalate over the term in fixed increments of 0.25% annually. KSL has the option to purchase the community at the end of the lease.
Exhibit A

The Cardinal at North Hills
Actuarial Population Projection Report
December 2, 2015

Mr. Mitchell K. Brown  
Chief Development Officer  
Kisco Senior Living  
5790 Fleet Street, Suite 300  
Carlsbad, CA 92008

Dear Mr. Brown:

Kisco Senior Living engaged the consulting firm, A.V. Powell & Associates, LLC to conduct an actuarial population projection report for The Cardinal at North Hills. The final report was submitted to Kisco Senior Living management on September 6, 2012. This population projection report shows that contractholders are expected to annually utilize 64 health care beds by the end of the 20-year projection period (see Table 2.1). Variation in expected health care utilization is not likely to exceed plus-or-minus 20% (see Table 2.15). The split of total health care utilization between assisted living, memory support, and nursing care can be influenced by the community’s transfer policies and configuration.

Please note that the actuarial population projections in the report were originally prepared in 2012, assuming the CCRC would be opening in May 2015. Since the actual CCRC opening is expected to occur in Fall 2016, the actuarial population projections should be shifted out by at least one year.

Our population projections indicate that there is sufficient health center capacity for The Cardinal at North Hills to meet its contractual obligation to provide health care to its contractholders.

Please let me know if you need anything further.

Sincerely,

Molly J. Shaw  
Senior Consultant
Ms. Kimberly Hynek  
Chief Financial Officer  
Kisco Retirement Communities  
5790 Fleet Street, Suite 300  
Carlsbad, CA 92008

Dear Ms. Hynek:

This report describes the procedures and results of the actuarial population flow projections for The Cardinal at North Hills. These actuarial population flows show projected independent living turnover and projected health care utilization over a 20-year period.

Based on the contract and occupancy assumptions provided by you, A.V. Powell & Associates LLC believes that these projections are reasonable and can be relied on for financial feasibility analysis. Any reference to A.V. Powell & Associates in the feasibility study must be approved in advance, in writing, by A.V. Powell & Associates. This report can not be included in any registration statement or offering material associated with the public offering or private placement of any security.

Thank you for providing us the opportunity to conduct this review on your behalf. Please call us if you have any questions or need additional projections.

Sincerely,

A.V. Powell & Associates LLC

A.V. Powell & Associates LLC
OVERVIEW

We have developed actuarial projections of future population flows for The Cardinal at North Hills. The population projection models are based on the pro forma income statement and occupancy schedule provided by you. The assumed opening date is May 2015. Fill-up of the independent living units is assumed over the next 30 months. New entrants are projected in order to maintain the assumed 93.75% (150 out of 160 independent living units) occupancy level after fill-up.

Table 2.1 shows a summary of the projection results. The annual independent living turnover after 2020 is expected to average 18 units. Contractholders who were direct entrants to independent living are expected to annually utilize 32 assisted living/memory support beds and 32 nursing care beds by the end of the 20-year projection period. Variation in expected health care utilization is not likely to exceed plus-or-minus 20%. The split of total health care utilization between assisted living, memory support, and nursing care can be influenced by the community’s transfer policies and configuration.

ASSUMPTIONS

Table 0.3.1 shows the number of units by level of care. Beginning-of-year and average occupancy assumptions by unit type are shown on Tables 0.3.2 and 0.3.3.

Our projections are based on assumptions regarding rates of death (mortality), rates of assisted living and nursing care utilization (morbidity), and probabilities of move-out. Assuming that residents will leave The Cardinal at North Hills at these rates, we added new entrants to achieve occupancy levels defined by the community’s management.

The selection of the mortality, morbidity, and move-out assumptions was based on the experience of communities in the A.V. Powell & Associates database of CCRC residents, adjusted with a 5-year age set forward to reflect a rental contract mix rather than the lifecare / modified lifecare mix that is predominately in the AVP database.

We developed life expectancies for individuals and couples (Table 1.3) based on the mortality and morbidity rate assumptions for The Cardinal at North Hills. The individual life expectancies are provided in five-year intervals in total and in each level of care. For couples, the last survivor life expectancy is the number of years that at least one member of a couple is expected to live in the community.
To project new entrants into the community, we made assumptions concerning the gender, age, and double occupancy rate of future residents. These assumptions, based on recent entrants to CCRCs in A.V. Powell & Associates’ database, are shown in Table 1.4. We assumed that the average age at entry increases by one year for every five years of operation to correspond to the “aging in place” of the existing population and the difficulty in attracting younger entrants that most CCRCs experience.

**METHODOLOGY**

To simulate the future population flow, we performed the following steps 100 times for each year of the 20-year projection period:

1. The assumptions described above were applied to the resident census at the beginning of the projection year to generate the number of deaths, withdrawals, and permanent and temporary transfers to health care. In determining turnover, only deaths or permanent transfers from single residents in independent living cause a unit turnover.

2. New entrants were generated to fill the appropriate number of double or single units.

This process produces expected values as well as a range of possible values for certain statistics. Our methodology is defined in *Continuing Care Retirement Communities: An Empirical, Financial, and Legal Analysis* by H.E. Winklevoss and A.V. Powell and the *Society of Actuaries' Textbook on Life Contingencies* by C.W. Jordan.
DETAILED RESULTS

Detailed results of the projections are presented in Tables 2.1 through 2.16.

Table 2.1 contains a summary of the projection results. The table shows the independent living turnover, including sales of units that were not previously occupied, the annual number of new entrants, and total deaths or move-outs. The table also shows the average number of contractholders and the assisted living and nursing care usage by permanent and temporary residents, for each year in the projection period.

Table 2.2 shows the demographic statistics at the beginning of each year in the projection period, including resident counts, average age, and years in the community.

Table 2.3 shows projected resident movement statistics by level of care.

Table 2.4 contains independent living turnover statistics and new entrant characteristics. Columns three and four reflect the number of new entrants and the total turnover associated with units that were previously occupied and new sales of units that were not previously occupied. This table also shows the number of deaths, move-outs, and permanent transfers that caused unit turnover. New sales represent the difference between the beginning of year occupancy from one year to the next.

Table 2.5 shows the projected average number of contractholder days by level of care. Permanent and temporary nursing care usage is shown separately, since temporary residents are expected to return to their permanent care level. The sum of total contractholder days will exceed the total number of residents given in Table 2.2 since residents on temporary transfer are counted in both their permanent status and their temporary status.

Table 2.13 contains the projected independent living turnover by unit type. Unit types are assigned to one of six groupings, as shown at the bottom of the table.

Table 2.14 contains the number of direct admissions to assisted living and transfers from apartments to assisted living. We did not calculate projected refunds in this report because The Cardinal at North Hills will only be offering rental contracts.
Table 2.15 contains the range in independent living turnover and health care utilization. Health care utilization is the sum of the projected assisted living and nursing care usage. The likely minimum, average, and likely maximum values are provided for turnover and health care utilization. The minimum and maximum values are also expressed as a percentage of the average.

Table 2.16 shows the number of assisted living and nursing care contractholders per 100 independent living residents. The likely minimum and likely maximum values are also given. We did not calculate projected refunds in this report because The Cardinal at North Hills will only be offering rental contracts.

CERTIFICATION

A.V. Powell & Associates LLC believes that these projections form a reasonable basis for financial projections of The Cardinal at North Hills. It should be noted that our projections of health care usage and apartment turnover due to resident moves are based on assumptions that residents will move to different levels of care as their “needs” dictate. Also, future health care usage can be influenced by several factors that may change in the future or cannot be effectively modeled such as:

- contract provisions or health screening criteria at admission
- management philosophy in regard to aging-in-place
- number and acuity mix of health care beds
- availability of home care services and private duty nurses

Therefore, based on the preceding issues and “actuarially small” census size, it is unlikely that actual experience will match these projections exactly. The projections should be re-evaluated from time to time to reflect updated community experience.
List of Tables

(Note: The table labeling purposely skips certain numbers)

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TABLE 1.3..............................................................Life Expectancies
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TABLE 2.1..............................................................Summary of Population Projection Statistics
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TABLE 2.15..............................................................Projected Variation in Apartment Turnover and Health Care Utilization
TABLE 2.16..............................................................Projected Variation in Health Care Ratios
Table 0.3.1
Cardinal at North Hills
Facility Unit Configuration
Unit Capacity

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</tbody>
</table>

|                  |             |      |      |      |      |      |      |      |      |      |       |
| **ASSISTED LIVING:** |             |      |      |      |      |      |      |      |      |      |       |
| AL Studio         | 325         | 13   | 13   | 13   | 13   | 13   | 13   | 13   | 13   | 13   | 13    |
| AL One BR small   | 555         | 1    | 1    | 1    | 1    | 1    | 1    | 1    | 1    | 1    | 1     |
| AL One BR med     | 655         | 13   | 13   | 13   | 13   | 13   | 13   | 13   | 13   | 13   | 13    |
| NC Studio         | 325         | 10   | 10   | 10   | 10   | 10   | 10   | 10   | 10   | 10   | 10    |
|                  |             | 45   | 45   | 45   | 45   | 45   | 45   | 45   | 45   | 45   | 45    |

|                  |             |      |      |      |      |      |      |      |      |      |       |
| **NURSING CARE:**  |             |      |      |      |      |      |      |      |      |      |       |
| NC Studio         | 325         | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15    |
|                  |             | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15    |
|-------------------|------|------|------|------|------|------|------|------|------|-------|
| **INDEPENDENT LIVING:** |      |      |      |      |      |      |      |      |      |       |
| Studio A          | 0    | 2    | 5    | 7    | 7    | 7    | 7    | 7    | 7    | 7     |
| One BR B          | 0    | 5    | 11   | 15   | 15   | 15   | 15   | 15   | 15   | 15    |
| One BR C          | 0    | 15   | 33   | 47   | 47   | 47   | 47   | 47   | 47   | 47    |
| One BR/Den D      | 0    | 6    | 14   | 21   | 21   | 21   | 21   | 21   | 21   | 21    |
| Two BR E          | 0    | 5    | 11   | 16   | 16   | 16   | 16   | 16   | 16   | 15    |
| Two BR F          | 0    | 5    | 11   | 15   | 15   | 15   | 15   | 15   | 15   | 15    |
| Two BR G          | 0    | 2    | 5    | 7    | 7    | 7    | 7    | 7    | 7    | 7     |
| Two BR/Den H      | 0    | 3    | 8    | 11   | 11   | 11   | 11   | 11   | 11   | 11    |
| Two BR/Den I      | 0    | 1    | 3    | 4    | 4    | 4    | 4    | 4    | 4    | 4     |
| Two BR/Den J      | 0    | 2    | 5    | 7    | 7    | 7    | 7    | 7    | 7    | 7     |
|                   | 0    | 46   | 108  | 150  | 150  | 150  | 150  | 150  | 150  | 150   |
| **ASSISTED LIVING:** |      |      |      |      |      |      |      |      |      |       |
| AL Studio         | 0    | 12   | 12   | 12   | 12   | 12   | 12   | 12   | 12   | 12    |
| AL One BR small   | 0    | 1    | 1    | 1    | 1    | 1    | 1    | 1    | 1    | 1     |
| AL One BR med     | 0    | 12   | 12   | 12   | 12   | 12   | 12   | 12   | 12   | 12    |
| NC Studio         | 0    | 14   | 17   | 17   | 17   | 17   | 17   | 17   | 17   | 17    |
|                   | 0    | 39   | 42   | 42   | 42   | 42   | 42   | 42   | 42   | 42    |
| **NURSING CARE:** |      |      |      |      |      |      |      |      |      |       |
| NC Studio         | 0    | 15   | 16   | 14   | 14   | 14   | 14   | 14   | 14   | 14    |
|                   | 0    | 10   | 14   | 14   | 14   | 14   | 14   | 14   | 14   | 14    |
### Table 0.3.3

Cardinal at North Hills  
Facility Unit Configuration  
Average Number of Unit/Beds Occupied

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| **ASSISTED LIVING:** |      |      |      |      |      |      |      |      |      |       |
| AL Studio            | 5    | 12   | 12   | 12   | 12   | 12   | 12   | 12   | 12   | 12    |
| AL One BR small      | 0    | 1    | 1    | 1    | 1    | 1    | 1    | 1    | 1    | 1     |
| AL One BR med        | 5    | 12   | 12   | 12   | 12   | 12   | 12   | 12   | 12   | 12    |
| NC Studio            | 6    | 17   | 17   | 17   | 17   | 17   | 17   | 17   | 17   | 17    |
| **Total**            | 16   | 42   | 42   | 42   | 42   | 42   | 42   | 42   | 42   | 42    |

<p>| <strong>NURSING CARE:</strong>    |      |      |      |      |      |      |      |      |      |       |
| NC Studio            | 4    | 13   | 14   | 14   | 14   | 14   | 14   | 14   | 14   | 14    |
| <strong>Total</strong>            | 4    | 13   | 14   | 14   | 14   | 14   | 14   | 14   | 14   | 14    |</p>
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* Average age at entry for residents of INDEPENDENT LIVING.
Table 1.3

Individual Life Expectancies for 2015 Residents in ASSISTED LIVING in Cardinal at North Hills
(Based on Baseline Decrements)

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FEMALE

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* Average age for residents of ASSISTED LIVING.
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**FEMALE**

**MALE**

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### Table 1.4
New Entrant Assumptions for Cardinal at North Hills

#### Entrees to INDEPENDENT LIVING

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<tr>
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Average age at entry: 80.5 Female, 81.3 Male

#### Unit

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<th>Probability that New Entrants will be a Couple</th>
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<tr>
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<td>Two BR F</td>
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<td>Two BR G</td>
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<td>Two BR/Den I</td>
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<tr>
<td>Two BR/Den J</td>
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</table>

#### Probability that:

- Single Entrant is Female: 75.0 %
- Coupled Entrants Same Sex: 0.0%

#### Contract Selection Distribution

- CURRENT RENTAL CONTRACT: 100.0 %
Table 2.1 Baseline
Cardinal at North Hills
Summary of Population Projection Statistics

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<th>Number of Deaths or Nova-outs</th>
<th>Average Number of Residents</th>
<th>Total Excludes Direct Entrants</th>
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* The values in columns six, seven, and eight reflect the average during the year.

Some columns or rows may not add due to rounding.
### Table 2.2 Baseline

**Cardinal at North Hills**
Beginning of Fiscal Year Demographic Statistics

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<th>Fiscal Year</th>
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<th>Yrs In Comm.</th>
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SOME COLUMNS OR ROWS MAY NOT ADD DUE TO ROUNDING.
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<th>INDEPENDENT LIVING to ASSISTED LIVING</th>
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Table 2.4 Baseline
Cardinal at North Hills
INDEPENDENT LIVING Turnover Statistics

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<th>INDEPENDENT LIVING Turnover</th>
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<th>Death</th>
<th>Permanent Transfer</th>
<th>New Sales*</th>
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* This column reflects the annual change in the beginning of year INDEPENDENT LIVING occupancy (see Table 2.2, column 2).
# Table 2.5 Baseline

Cardinal at North Hills
Projected Resident Days by Level of Care
(All Contractholder Days)

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<th>Fiscal Year</th>
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<th>Temporary ASSISTED LIVING</th>
<th>Total ASSISTED LIVING</th>
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<th>Temporary NURSING CARE</th>
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<th>Group IV</th>
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Unit Type Groupings

- **Group I = Studio A**
- **Group II = One BR B**
  - One BR C
- **Group IV = Two BR E**
  - Two BR F
  - Two BR G
- **Group V = Two BR/ Den H**
  - Two BR/ Den I
  - Two BR/ Den J
- **Group VI = None included**
### Table 2.14 Baseline

**Cardinal at North Hills**

**Move-out and Refund Statistics**

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<th>Direct Entry to ALU</th>
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<th>Number of Refunds</th>
<th>Refund Amounts Due to</th>
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*Some columns or rows may not add due to rounding.*
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<th>Health Care Utilization</th>
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* Apartment turnover does not include sales of units that were not occupied at beginning of year.
### Table 2.16 Baseline

**Cardinal at North Hills**

Projected Variation in Refunds and Health Care Ratios  
(Based on 100 Iterations)

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<th>Refunds Likely Maximum</th>
<th>Health Care Ratio per 100 ILU Residents Likely Minimum</th>
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<th>Health Care Ratio per 100 ILU Residents Likely Maximum</th>
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Exhibit B

The Cardinal at North Hills
Internally Prepared Forward-Looking Financial Statements
Internally prepared Forward-Looking Financial Statements

for

The Cardinal at North Hills, LLC

and

The Cardinal at North Hills Healthcare, LLC

As of and for the Years Ending

December 2014 through December 2021

This report, prepared internally by the Cardinal, provides further updated projections from those contained in the approved Step 3 application from March 2014 and the October 15, 2012 compilation report prepared by Clifton Larson Allen (CLA).

The changes are described in this update.
Forward-Looking Statements

This document contains “forward-looking” statements. When the company uses words such as “may,” “will,” “intend,” “should,” “believe,” “expect,” “anticipate,” “project,” “estimate” or similar expressions, it is making forward-looking statements. Forward-looking statements are not guarantees of future performance and involve risks and uncertainties. The company’s expected results may not be achieved, and actual results may differ materially from expectations. This may be a result of various factors, including, but not limited to, the satisfaction of closing conditions to the definitive agreement, including, the receipt of regulatory approvals; the respective parties’ performance of their obligations under the definitive agreement; and unanticipated difficulties and/or expenditures relating to the transaction. No obligation exists to update or revise any forward-looking statements, whether because of new information, future events or otherwise, or to update the reasons why actual results could differ from those projected in any forward-looking statements.

Even if able to:

- Have beginning of year balance sheet account consistent with the estimates
- Achieve the timeline for the project development
- Achieve its presales levels
- Achieve the proposed pricing for independent living units, assisted units, and nursing beds
- Achieve its independent living occupancy fill up rates and occupancy levels
- Achieve assisted living and nursing occupancy levels from transfers from independent living units
- Receive equity contributions to fund development and working capital for the company

There will usually be differences between the projected and actual results because events and circumstances frequently do not occur as expected; and those difference may be material.
Summary of Changes to the Project Financial Model

The buildings and number of units have not changed since the approval of the Step 3 Disclosure Statement. A minor adjustment in the larger 2 and 3 bedroom independent living unit mix is documented in Exhibit 1. Pre-leasing has been very successful with 126 (76%) of the 165 independent living units committed with Step 3 deposits and an additional 150 priority waitlist ($1,000) deposits on hand. The project started construction later than anticipated in the Step 3 projections and also experienced construction related weather related delays due to two very wet winters in 2015 and 2016. With the buildings now “dried in”, it is projected that Certificates of Occupancy for the independent living buildings will be achieved in late October 2016.

The updated financial projections herein assume moving in residents starting in November 2016 whereas the Step 3 projections assumed this to begin in September 2015. The assumptions related to the number of move-ins per month during fill up to stabilized occupancy are similar to Step 3. This updated financial information runs from 2014 through 2021 whereas the Step 3 report ran from 2014 to 2020. Stabilized occupancy is projected to occur in December 2018 in this report whereas it was assumed to occur in April 2018 in the Step 3 projections.

This updated financial information includes the latest projections for monthly service fees at opening as well as operating revenues and expenses. Total project costs increased by approximately 10% between Steps 3 and 4. The key components of the increase were construction market dynamics, change orders related to unsuitable soils and other typical construction issues, additional FF&E items as well as increases in soft cost categories for design, marketing and start-up operations. Projected net operating income also increased resulting in financial performance and investor returns slightly better than that assumed in the Step 3 projections.

Attached hereto are updated projections of operational performance, cash flows, balance sheet, move-in schedule and total project costs.

Unless noted otherwise, the assumptions described in the Step 3 application and the base CLA report remain valid.
## The Cardinal at North Hills LLC and The Cardinal at North Hills Healthcare LLC

Projected Combined Statements of Operations
For the Years Ending December 31
(In Thousands of Dollars)

<table>
<thead>
<tr>
<th></th>
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<td>Contributions/Gifts</td>
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| **EXPENSES**            |           |           |           |           |           |           |           |           |
| Health Care Expenses;   |           |           |           |           |           |           |           |           |
| Wellness                | -         | -         | -         | -         | -         | -         | -         | -         |
| Assisted Living         | -         | -         | -         | -         | -         | -         | -         | -         |
| Memory                  | -         | -         | -         | -         | -         | -         | -         | -         |
| Skilled Nursing Facility| -         | -         | -         | -         | -         | -         | -         | -         |
| **Operations Expenses:**|           |           |           |           |           |           |           |           |
| Maintenance/Environmental|          | 36        | 282       | 338       | 390       | 403       | 411       |           |
| Laundry                 | -         | 62        | 391       | 425       | 446       | 461       | 475       |           |
| Housekeeping            | -         | 3         | 39        | 400       | 439       | 453       | 461       |           |
| Utilities               | -         | 39        | 556       | 663       | 718       | 742       | 766       |           |
| Dietary                 | -         | 79        | 1,145     | 1,276     | 1,319     | 1,360     |           |           |
| **Administrative Expenses:**|          |           |           |           |           |           |           |           |
| Property Taxes & Insurance|         | 140       | 847       | 876       | 904       | 934       | 964       |           |
| Associate Services       | -         | 19        | 129       | 146       | 154       | 159       | 164       |           |
| General & Administrative | -         | 152       | 1,119     | 1,500     | 1,666     | 1,726     | 1,790     |           |
| Sales                   | -         | 125       | 542       | 503       | 372       | 384       | 396       |           |
| Marketing               | -         | 10        | 60        | 62        | 64        | 66        | 68        |           |
| Lease Expense to Affiliate |          | 1,265     | 7,588     | 7,591     | 7,630     | 7,630     | 7,670     |           |
| Interest Expense        | -         | 1         | 3         | 15        | 24        | 32        |           |           |
| Depreciation            | -         | -         | -         | -         | 0         | 3         | 15        | 24        |
| **Total Expense**       | -         | 2,100     | 14,743    | 16,652    | 17,408    | 17,746    | 18,128    |           |
| **Operating Income (Loss)** |           |           |           | (1,564)   | (6,339)   | (1,129)   | 520       | 890       |
| **Other Changes in Members' Equity** |          |           |           |           |           |           |           |           |
| Equity Contributions - KSL - Working Capital | -         | 4,950     | 4,503     | 613       | 83        | 24        | -         |
| Equity Contributions - KSL - ORR | -         | 7,746     | 780       | 167       | 74        | 135       | 162       |
| KSL Distributions - ORR refunds | -         | -         | -         | (4,315)   | -         | -         |           |           |
| **Change in Members' Equity** |           | 11,132    | (1,055)   | (4,964)   | 677       | 1,049     | 1,458     |           |
# ASSETS

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<th>YE Dec-15</th>
<th>YE Dec-16</th>
<th>YE Dec-17</th>
<th>YE Dec-18</th>
<th>YE Dec-19</th>
<th>YE Dec-20</th>
<th>YE Dec-21</th>
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<td>71</td>
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# LIABILITIES AND MEMBERS' EQUITY

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<td>Resident Escrow Deposits</td>
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<td>975</td>
<td>194</td>
<td>154</td>
<td>154</td>
<td>154</td>
<td>154</td>
<td>154</td>
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## LONG-TERM DEBT

## DEFERRED REVENUE

| Refundable                          |           |           |           |           |           |           |           |           |
| Non-Refundable                      |           |           |           |           |           |           |           |           |
| Total Liabilities                   |           |           |           |           |           |           |           |           |

## MEMBERS' EQUITY

| Restricted                          |           |           |           |           |           |           |           |           |
| Unrestricted                        |           |           |           |           |           |           |           |           |
| Equity - KSL                        |           |           |           |           |           |           |           |           |
| Total Members' Equity               |           |           |           |           |           |           |           |           |
| Total Liabilities and Members' Equity |           |           |           |           |           |           |           |           |
The Cardinal at North Hills LLC and The Cardinal at North Hills Healthcare LLC
Projected Combined Statements of Cash Flows
For the Years Ending December 31
(In Thousands of Dollars)

Prepared by: kh/nkl/gf

<table>
<thead>
<tr>
<th></th>
<th>YE Dec-14</th>
<th>YE Dec-15</th>
<th>YE Dec-16</th>
<th>YE Dec-17</th>
<th>YE Dec-18</th>
<th>YE Dec-19</th>
<th>YE Dec-20</th>
<th>YE Dec-21</th>
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<tbody>
<tr>
<td><strong>Cash Flows From Operating Activities</strong></td>
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<tr>
<td>Change in Members' Equity</td>
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<td>11,132</td>
<td>(1,055)</td>
<td>(4,964)</td>
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<td>1,458</td>
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<td>0</td>
<td>3</td>
<td>15</td>
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<td>-</td>
<td>(12,696)</td>
<td>(5,284)</td>
<td>(780)</td>
<td>(157)</td>
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<tr>
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<td>(169)</td>
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<td>(796)</td>
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<td>(789)</td>
<td>(186)</td>
<td>(6,965)</td>
<td>(796)</td>
<td>4,073</td>
<td>(243)</td>
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<td><strong>Cash Flows From Financing Activities</strong></td>
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<td>Equity Contributions</td>
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<td>12,696</td>
<td>5,284</td>
<td>780</td>
<td>157</td>
<td>159</td>
<td>162</td>
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<tr>
<td>Net Cash Provided By Financing Activities</td>
<td>-</td>
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<td>12,696</td>
<td>5,284</td>
<td>780</td>
<td>157</td>
<td>159</td>
<td>162</td>
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<td>Net Increase (Decrease) in Cash</td>
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<td>870</td>
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<td>Cash End of Year</td>
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<td>Month</td>
<td>Move-ins</td>
<td>Cumulative Occupancy</td>
<td>Occupancy Percent</td>
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<td>FF &amp; E*</td>
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<td>2,549,999</td>
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<td>Developer Fee*</td>
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<td><strong>Financing Costs</strong></td>
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<td>Construction Rent Payments</td>
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<td><strong>Total Development Budget</strong></td>
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<td>9,221,844</td>
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Exhibit C
The Cardinal at North Hills
Forecasted Financials

*Note - the Forecasted Financials were prepared as part of stage 3, prior to the opening of The Cardinal at North Hills. At the conclusion of our first operating year – 12/31/17 - we will prepare and provide Audited Financials as part of our disclosure statement.
COMPILATION OF A COMBINED FINANCIAL PROJECTION OF
THE CARDINAL AT NORTH HILLS, LLC
AND
THE CARDINAL AT NORTH HILLS HEALTHCARE, LLC

AS OF AND FOR THE YEARS ENDING
DECEMBER 31, 2012 THROUGH DECEMBER 31, 2016
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   For the Years Ending December 31, 2012 through 2016 ......................................... 4

Projected Consolidated Balance Sheets
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   At December 31, 2012 through 2016 ................................................................ 6

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Members
The Cardinal at North Hills, LLC
The Cardinal at North Hills Healthcare, LLC
Raleigh, North Carolina

We have compiled the accompanying combined projected statements of operations, and related combined projected statements of cash flows, projected balance sheets, and projected changes in members’ equity for The Cardinal at North Hills, LLC and The Cardinal at North Hills Healthcare, LLC (collectively, the “Organization”) as of and for each of the years in the five-year period ending December 31, 2016 in accordance with attestation standards established by the American Institute of Certified Public Accountants, assuming that the Organization:

- Has beginning of year balance sheet accounts consistent with Management’s estimates
- Achieves the timeline for project development
- Achieves its presale levels
- Achieves the proposed pricing for independent units, assisted units and nursing beds
- Achieves its independent living occupancy fill up rates and occupancy levels
- Achieves assisted living and nursing occupancy levels from transfers from independent living units
- Receives equity contributions to fund development and working capital for the Organization

The accompanying projection was compiled for the Organization’s inclusion with its disclosure statement filing to the North Carolina Department of Insurance and cannot be used for any other purpose.

A compilation is limited to presenting, in the form of a projection, information that is the representation of management and does not include evaluation of the support for the assumptions underlying the projection. We have not examined the projection and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions.
Members
The Cardinal at North Hills, LLC

Furthermore, even if the Organization is able to:

- Have beginning of year balance sheet accounts consistent with Management's estimates
- Achieve the timeline for project development
- Achieve its presale levels
- Achieve the proposed pricing for independent units, assisted units and nursing beds
- Achieve its independent living occupancy fill up rates and occupancy levels
- Achieve assisted living and nursing occupancy levels from transfers from independent living units
- Receive equity contributions to fund development and working capital for the Organization

there will usually be differences between the projected 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.

Charlotte, North Carolina
October 15, 2012

CliftonLarsonAllen LLP
THE CARDINAL AT NORTH HILLS, LLC AND THE CARDINAL AT NORTH HILLS HEALTHCARE, LLC
PROJECTED COMBINED STATEMENTS OF OPERATIONS
ASSUMING THE HYPOTHETICAL ASSUMPTIONS NOTED ON PAGE 7
FOR THE YEARS ENDING DECEMBER 31,
(IN THOUSANDS OF DOLLARS)

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<td>-</td>
<td>-</td>
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See Summary of Significant Projection Assumptions and Accounting Policies and Independent Accountants' Compilation Report
## The Cardinal at North Hills, LLC and the Cardinal at North Hills Healthcare, LLC
### Projected Combined Statements of Cash Flows Assuring the Hypothetical Assumptions Noted on Page 7 for the Years Ending December 31,
*(in Thousands of Dollars)*

<table>
<thead>
<tr>
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<td>Change in members' equity</td>
<td>$</td>
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<td>Adjustments to reconcile change in members' equity to net cash provided by (used in) operating activities</td>
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<tr>
<td>Operating activities:</td>
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<td>Depreciation</td>
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<td>Remove equity contributions</td>
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<td>-</td>
<td>(12,895)</td>
<td>(4,745)</td>
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<tr>
<td>Increase in current assets</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(218)</td>
<td>(285)</td>
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<td>Increase (decrease) in resident deposits payable</td>
<td>125</td>
<td>664</td>
<td>186</td>
<td>(781)</td>
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<td>Increase in current liabilities</td>
<td>-</td>
<td>-</td>
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<td><strong>Net cash used in operating activities</strong></td>
<td>125</td>
<td>664</td>
<td>186</td>
<td>(6,113)</td>
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<tr>
<td>(increase) decrease in investments</td>
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<td>-</td>
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<td>Capital expenditures</td>
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<td>-</td>
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<td>4,745</td>
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<tr>
<td><strong>Net cash provided by financing activities</strong></td>
<td>-</td>
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<td>4,745</td>
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<tr>
<td><strong>Net increase (decrease) in cash</strong></td>
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<td><strong>Cash - end of year</strong></td>
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See Summary of Significant Projection Assumptions and Accounting Policies and Independent Accountants’ Compilation Report

Page 77 of 335
### ASSETS

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<td>Resident Escrow Deposits</td>
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<td>975</td>
<td>194</td>
<td>154</td>
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<td>Property, Plant and Equipment</td>
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<td>Construction in Progress</td>
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<td>Less Accumulated Depreciation</td>
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<td>Net Property, Plant and Equipment</td>
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<td>Total Assets</td>
<td>$125</td>
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### LIABILITIES AND NET ASSETS

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<td>Accrued Expenses and Other Current Liabilities</td>
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<td>Resident Escrow Deposits</td>
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<td>975</td>
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<td><strong>LONG-TERM DEBT</strong></td>
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<td><strong>DEFERRED REVENUE</strong></td>
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<td>Refundable</td>
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</tr>
<tr>
<td>Nonrefundable</td>
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<td>Total Liabilities</td>
<td>125</td>
<td>789</td>
<td>975</td>
<td>582</td>
<td>824</td>
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<tr>
<td><strong>MEMBERS' EQUITY</strong></td>
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</tr>
<tr>
<td>Restricted</td>
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<tr>
<td>Unrestricted</td>
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<td>Equity - Kisco</td>
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<td>Total Members' Equity</td>
<td></td>
<td></td>
<td></td>
<td>7,393</td>
<td>8,171</td>
</tr>
<tr>
<td>Total Liabilities and Members' Equity</td>
<td>$125</td>
<td>$789</td>
<td>$975</td>
<td>$7,975</td>
<td>$8,995</td>
</tr>
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</table>
THE CARDINAL AT NORTH HILLS, LLC
PROJECTED COMBINED STATEMENTS OF CHANGES IN MEMBERS’ EQUITY
ASSUMING THE HYPOTHETICAL ASSUMPTIONS NOTED ON PAGE 7
FOR THE YEARS ENDING DECEMBER 31,
(IN THOUSANDS OF DOLLARS)

<table>
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</thead>
<tbody>
<tr>
<td><strong>MEMBERS’ EQUITY</strong></td>
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<td></td>
<td></td>
<td></td>
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<td>Beginning Balance</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 7,393</td>
</tr>
<tr>
<td>Member Contributions</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>12,895</td>
<td>4,745</td>
</tr>
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<td>Member Distributions</td>
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<td>-</td>
<td>-</td>
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<td>Net Income (Loss)</td>
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<td>-</td>
<td>-</td>
<td>(5,502)</td>
<td>(3,967)</td>
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<tr>
<td><strong>Ending Balance</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 7,393</td>
<td>$ 8,171</td>
</tr>
</tbody>
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See Summary of Significant Projection Assumptions and Accounting Policies and Independent Accountants’ Compilation Report

Page 79 of 335
Summary of Significant Projection Assumptions and Accounting Policies

Introduction

Basis of Presentation

The financial projection presents, to the best of the knowledge and belief of management of the Cardinal at North Hills, LLC and the Cardinal at North Hills Healthcare, LLC (collectively hereafter, the “Organization”), its contracted management firm, Kisco Senior Living, LLC, and its developer, Kisco Development, LLC (collectively, “Management”) the expected financial position, results of activities and cash flows of the Organization for the five-year period ending December 31, 2016 assuming the “Hypothetical Assumptions”, as described hereinafter.

Accordingly, the financial projection reflects Management’s judgment as of October 15, 2012, the date of this projection, of the expected conditions and its expected course of action assuming the Hypothetical Assumptions.

The assumptions disclosed herein are the assumptions which Management believes are significant to the financial projection. However, even if the Hypothetical Assumptions were to occur, there will usually be differences between the projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

This financial projection is limited to inclusion in the Organization’s disclosure statement filing with the North Carolina Department of Insurance and cannot be used for any other purpose.

Hypothetical Assumptions

A hypothetical assumption is an assumption used in a financial projection to present a condition or course of action that is not necessarily expected to occur (since there are factors present that are likely to change) but is consistent with the purpose of the presentation. Management does not need to have a reasonably objective basis for the hypothetical assumption, although the hypothetical assumption should be consistent with the purpose of the projection. Management’s hypothetical assumptions (the “Hypothetical Assumptions”) are described below:

Management has compiled its financial projection assuming that the Organization:

- Has beginning of year balance sheet accounts consistent with Management’s estimates
- Achieves the timeline for project development
- Achieves its presale levels
- Achieves the proposed pricing for independent units, assisted units and nursing beds
- Achieves its independent living occupancy fill up rates and occupancy levels
- Achieves assisted living and nursing occupancy levels from transfers from independent living units
- Receives equity contributions to fund development and working capital for the Organization

consistent with the plans presented in this Summary of Significant Projection Assumptions.
**Summary of Significant Projection Assumptions and Accounting Policies**

**Background Information**

**Background**

The Cardinal at North Hills, LLC is a limited liability corporation organized under the laws of the State of North Carolina that will provide independent living. The Cardinal at North Hills, LLC is anticipated to obtain nursing services from The Cardinal at North Hills Healthcare, LLC, related through common ownership. Collectively, the Cardinal at North Hills, LLC and The Cardinal at North Hills Healthcare, LLC are referred to as the “Community” or the “Organization” throughout this document. The physical independent living facility will be leased by The Cardinal at North Hills, LLC from KSL Toledo Tenant, LLC pursuant to a subtenant agreement. The assisted living and nursing facility will be leased by The Cardinal at North Hills Healthcare, LLC from KSL Toledo Tenant, LLC pursuant to a subtenant agreement. The master tenant, KSL Toledo Tenant, LLC, will enter into construction and development agreements for property and building that will be leased to both The Cardinal at North Hills, LLC and The Cardinal at North Hills Healthcare, LLC.

The following organizational chart describes the ownership structure of the Community.

The sole managing member of The Cardinal at North Hills, LLC and The Cardinal at North Hills Healthcare, LLC is KSL Toledo Tenant, LLC. The Cardinal at North Hills, LLC (“The Organization”), a North Carolina limited liability company, was organized to provide senior housing and long-term care services to the elderly.
Background Information, Continued

The site where the Community will be built is currently owned by HCRI North Carolina Properties III, Limited Partnership ("HCRI"), an affiliate of HC REIT, the majority provider of equity capital for the development of the Community. HCRI will sell the site to 300 St. Albans Drive, LLC. The buildings and improvements for the Community will also be owned by 300 St. Albans Drive, LLC subsequent to being constructed and developed. 300 St. Albans Drive, LLC will be the landlord for the Community.

KSL Landlord, LLC will own 100% of 300 St. Albans Drive, LLC. This landlord entity will thus be wholly controlled by KSL Landlord, LLC. KSL Landlord, LLC will be owned 90% by HCRI and 10% by KSL Toledo Member, Limited Liability Company ("KSL"), an affiliate of Kisco Senior Living, LLC.

HC REIT is a publicly-held real estate investment trust based in Toledo, Ohio that has been in existence for nearly 40 years. HC REIT’s primary focus is to own real estate assets with medical or health care components. HC REIT has created a lending and capital relationship with developers to create opportunities to purchase and own such assets. HC REIT typically does not participate in the operations of the facilities that it owns. In most cases, HC REIT simply acts as a landlord to medical providers, CCRC’s, and other senior living projects.

HC REIT will serve as the Administrative Member of KSL Landlord, LLC and deal with most ordinary decisions for KSL Landlord, LLC and 300 St. Albans Drive, LLC. Major decisions of KSL Landlord, LLC and 300 St. Albans Drive, LLC will be directed by a Board of Members.

KSL, holding ten percent (10%) of the interest in KSL Landlord, LLC, is a newly formed single-purpose entity formed exclusively to partner with HCRI to act as landlord for the project. The landlord will lease the property to KSL Toledo Tenant, LLC ("Tenant"). The majority owner of Tenant is the Andrew S. Kohlberg Trust dated 4/4/1989. The LLC manager of Tenant is KSL Toledo Manager, LLC, which is controlled by Andrew S. Kohlberg.

The Community will be managed by Kisco Senior Living, LLC. As the Founder and Chief Executive Officer of Kisco Senior Living, LLC and of Kisco Development Company, Mr. Kohlberg has been developing, owning, and acquiring senior living communities since 1990. Through his timely purchase of well-located retirement properties, he continues to build Kisco’s core portfolio of assets including 20 communities in six states with over $140 million in annual revenue and over 1400 associates.

As outlined above, because the Cardinal is being developed in concert with the acquisition of two existing rental properties (not part of Management’s forecast), a master lease structure has been created. The master tenant is “KSL Toledo Tenant, LLC” which is owned 100% by KSL Toledo Member, LLC. The master tenant owns 100% of the membership interests in the subtenant entities for each of the three properties, with the subtenant entity for the Cardinal being The Cardinal at North Hills, LLC and The Cardinal at North Hills Healthcare, LLC, (collectively, “The Cardinal”). The Cardinal will hold all licenses necessary to operate the community.

The Organization proposes to operate a new start-up community located on an approximate six-acre site within a 100-acre mixed use development in the North Hills area of Raleigh, North Carolina, to be known as The Cardinal at North Hills. The Cardinal at North Hills is expected to consist of (i) 160 independent living residences, (ii) 27 assisted living units, (iii) 18 specialized assisted living units for memory care, (iv) 15 nursing beds, and (v) common spaces (collectively the “Project” or the “The Cardinal” or the “Community”).

The Community’s independent living units are designed for adults age 62 and older. Construction is projected to begin in the fourth quarter of 2013 and be open for occupancy in the second quarter of 2015.

In North Carolina, there is a certificate of need requirement for assisted living units and nursing beds. Pursuant to Policy LTC-1 of the North Carolina State Medical Facilities Plan, the Organization can apply for an exemption
**Background Information, Continued**

under this policy ("sheltered beds"). Under such policy, the Organization has already obtained a certificate of need for both the nursing beds and assisted living units. Upon completion of the Project the Organization will have a total of 27 assisted living, 18 memory care and 15 nursing beds.

The following table reflects the proposed unit configuration at The Cardinal after completion of the Project, as well as anticipated rental pricing in 2015 dollars.
### Background Information, Continued

#### Table 1
The Cardinal
Unit Configuration
Type, Number, and Pricing

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<th>Unit Type</th>
<th>Number of Units</th>
<th>Monthly Service Fees (2015)</th>
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<td></td>
</tr>
<tr>
<td>A  Studio</td>
<td>8</td>
<td>$3,485</td>
</tr>
<tr>
<td>B  1 Bedroom/1 Bath</td>
<td>16</td>
<td>$4,006</td>
</tr>
<tr>
<td>C  1 Bedroom/1 Bath</td>
<td>50</td>
<td>$4,214</td>
</tr>
<tr>
<td>D  1 Bedroom/1 Bath w/ Den</td>
<td>22</td>
<td>$4,786</td>
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<tr>
<td>E  2 Bedroom/2 Bath</td>
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<td>$5,046</td>
</tr>
<tr>
<td>F  2 Bedroom/2 Bath</td>
<td>16</td>
<td>$5,150</td>
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<tr>
<td>G  2 Bedroom/2 Bath</td>
<td>8</td>
<td>$5,254</td>
</tr>
<tr>
<td>H  2 Bedroom/2 Bath w/ Den</td>
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<td>I  2 Bedroom/2 Bath w/ Den</td>
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<tr>
<td>J  2 Bedroom/2 Bath w/ Den</td>
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<td>$6,763</td>
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<td><strong>Total Independent Living Units and Weighted Averages</strong></td>
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<td><strong>Assisted Living Units</strong></td>
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<td>AL  Plus Studio</td>
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<td>AL  1 Bedroom</td>
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<td><strong>Second Person Fees</strong></td>
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<td><strong>Total Assisted Living Units and Weighted Averages</strong></td>
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<tr>
<td><strong>Total Nursing Beds and Weighted Averages</strong></td>
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<td><strong>Total Units</strong></td>
<td>220</td>
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Source: Management

**Independent Living Residences**

The Project will feature 160 independent living residences in two mid-rise buildings. Twelve different floor plan options offer one- two- and three-bedroom configurations ranging from 670 square feet to 1,815 square feet. Standard features for each residence will include luxury vinyl plank flooring in the entryway and kitchen, carpeting throughout the living areas, ample closets and storage areas, a fully-equipped kitchen (refrigerator/freezer with icemaker, disposal, microwave, dishwasher, and oven/range), washer and dryer,
Summary of Significant Projection Assumptions and Accounting Policies

Background Information, Continued

bathroom(s) with tub and/or shower and vanity, an emergency response system with 24-hour security and emergency assistance, fire and smoke detectors, reserved underground parking, an individualized heating and air-conditioning system, lever door handles, pre-wired cable, telephone and computer service, and a terrace or balcony.

Independent Living Services

Independent living residents will have access to special services such as housekeeping, horse maintenance, scheduled transportation, several dining venues with flexible meal plans, fitness classes, social activities and "life-long" learning.

Health Care Services

The health care center provides for a full continuum of on-site services with 45 assisted living units (of which 18 are memory care units) and 15 nursing beds, all of which are private. Assisted living units will provide both studio and one-bedroom options, all with full bath and kitchenette. Nursing services include 24-hour supervision, assistance in activities of daily living, and health-related care.

Common Areas

The Cardinal's central feature is a 35,000 square foot clubhouse offering multiple dining venues, marketplace café and lounge area, parlor, game rooms, art studio, auditorium, fitness area, indoor pool and spa, beauty and barber shop and administrative areas.

The healthcare center has its own common and support areas including rehab therapy and a primary care clinic, living, activity and dining areas for each level and other health related and administrative support spaced.

A proposed timeline for the Project, as provided by Management, is summarized in the following table:
## Background Information, Continued

<table>
<thead>
<tr>
<th>Date</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 2013</td>
<td>Construction for the Project begins</td>
</tr>
<tr>
<td>April 2015</td>
<td>Buildings Completed and Fill-up Begins</td>
</tr>
<tr>
<td>January 2016</td>
<td>Assisted living units achieve stabilized occupancy (95%)</td>
</tr>
<tr>
<td>March 2016</td>
<td>Memory Care units achieve stabilized occupancy (95%)</td>
</tr>
<tr>
<td>May 2016</td>
<td>Nursing Units achieve stabilized occupancy (95%)</td>
</tr>
<tr>
<td>October 2017</td>
<td>Independent living units achieve stabilized occupancy (95%)</td>
</tr>
</tbody>
</table>

Source: Management

For a copy of the Residence and Care Agreement, please refer to The Cardinal's Disclosure Statement filed with the North Carolina Department of Insurance.
Development of the Community

The development and construction of the Community will be conducted by entities other than the Organization. Upon completion of the Community, the Organization will lease, pursuant to a subtenant lease agreement, the Community from the master tenant, KSL Toledo Tenant, LLC.

HC REIT is a publicly-held real estate investment trust based in Toledo, Ohio that has been in existence for nearly 40 years. HC REIT's primary focus is to own real estate assets with medical or health care components. HC REIT has created a lending relationship with developers to create opportunities to purchase and own such assets. HC REIT typically does not participate in the operations of the facilities that it owns. In most cases, HC REIT simply acts as a landlord to medical providers, CCRC's, and other senior living projects.

For selected new developments, such as The Cardinal, HC REIT offers financing for 100% of the development costs. Incorporated in these costs are funds for all aspects of construction as well as funding for operating deficits until the property is stabilized. In this case, HC REIT will sell The Cardinal property to the landlord entity, and will provide the cash investment in the landlord entity needed to construct the Community, thus providing a level of stability for retirement and health care projects that exceeds that of conventional bank loan financing. The landlord entity will be owned by affiliates of HC REIT and KSL, as discussed previously.

A master lease will be executed that governs the ongoing relationship between the landlord, 300 St. Albans Drive, LLC and the master tenant KSL Toledo Tenant, LLC ("Master Lease") who will sublease the property to The Cardinal. The Master Lease sets forth the terms and conditions for the landlord to lease the land and building back to The Cardinal for a predetermined amount. This lease has an initial term that will be at least 15 years with two, 5-year extension options. Management has projected that this lease should not be reflected as a capital lease, and therefore, the Organization will only reflect lease expense and will not reflect property assets or depreciation in its projection.

In summary, The Cardinal is anticipated to be a stabilized project whose physical assets are owned by affiliates of HC REIT and KSL, but subleased to The Cardinal to operate as a fully licensed CCRC. The Cardinal will generate revenue primarily from the ongoing operations of the retirement community. The revenue from operations will be comprised predominately of monthly service fees for the independent living units and charges to the health care residents. The primary expenses are operating expenses associated with the monthly services provided to the residents and rental expenses paid to the landlord entity.
Summary of Significant Accountiing Policies

(a) Basis of Accounting

The Organization maintains its accounting and financial records according to the accrual basis of accounting and in accordance with GAAP.

(b) Cash and Cash Equivalents

Cash and cash equivalents include certain investments in highly liquid instruments with original maturities of three months or less from the date of acquisition, which are not included in restricted assets or investments.

(c) Investments

Investments in debt and equity trading securities are carried at fair value. Investment earnings are also recorded as non-operating gains. Management does not assume any changes in the underlying values of investments during the projection period that would result in unrealized gains or losses.

(d) Resident Deposits

Represents the amounts paid by depositors (two-months monthly service fees for a selected unit) and held in escrow.

(f) Restricted Assets

Restricted assets include assets set aside to meet the North Carolina statutory operating reserve requirements and assets set aside to fund a repair and replacement fund, as required by the Proposed Loans.

Statutory Operating Reserve - Section 58-64-33 of the General Statutes of North Carolina, as amended, establishes an operating reserve requirement that must be satisfied on an annual basis. Specifically, in years where the overall occupancy of the facility exceeds 90%, the operating reserve amount required equals 25% of operating expenses. In years where overall occupancy is under 90%, a reserve equal to 50% of operating expenses must be established. To the extent that construction of the facility is within five years or the funds have been set aside for the payment of interest and principal on debt, interest expense and mandated principal payments would be excluded from the statutory operating reserve requirements.

Resident Deposits - The Organization has established this fund to set aside any deposits received by future residents.

(g) Property and Equipment

Property and equipment is stated at cost less accumulated depreciation. Contributed property is recorded at its estimated fair value at the date of receipt. Depreciation is computed on a straight-line basis for all depreciable assets over the estimated useful lives of respective assets (3 to 39 years).
Summary of Significant Accounting Policies

(h) Resident Fees

Resident fees represent the estimated net realizable amounts from residents and others for services rendered. Resident fees are recorded as revenue when earned.

(i) Income Taxes

The Organization does not provide for income taxes since all taxable income is allocated to the Organization’s Members for the inclusion in their respective income tax returns.

(j) Allocation of Profit and Loss

In accordance with the limited liability company operating agreement, profits and losses are allocated to each member of the Organization in accordance with their respective membership interests.
Management’s Basis for Projection of Revenue

Revenues for the Project are primarily generated from monthly service fees for the independent living units and monthly service fees and per diem charges from the Health Center residents.

Revenues for the independent living units are based on the monthly service fees assumed by Management to be charged to the residents and the assumed utilization of the independent living units. Health care revenues consist of revenue generated from services provided to residents in assisted living, memory care, and nursing care units.

For residents under the Resident Agreement, transfers to the Health Center are classified as either a temporary transfer or a permanent transfer. Residents under the Resident Agreement who transfer to the Health Center pay the following depending on the transfer classification:

- **Temporary Transfer** - Residents continue to pay the normal monthly fee that is in effect for their independent living unit, plus the then published Health Center per diem charge for their Health Center unit and the cost of additional meals, and any other additional fees (including upgrades to larger units, if applicable) for services provided to the resident, that are not included in the Health Center per diem charge.

- **Permanent Transfer** - Upon permanent transfer to the Health Center, the resident must pay the then published Health Center per diem charge plus charges for other services not included in the Health Center per diem charge, and must also give up his/her independent living unit. Thereafter, the resident shall no longer be responsible for the monthly service fee that was in effect for their independent living unit; provided however, the independent living unit is jointly occupied, and one resident transfers to the Health Center, the remaining resident would continue to occupy the residence and would be charged the normal monthly fee that is applicable to a single occupant in effect for their independent living unit.

Projected Occupancy Levels

The following tables reflect the projected utilization and the anticipated move-in schedule of the Project’s independent living units.
Management’s Basis for Projection of Revenue

Table 3
The Cardinal
Projected Utilization of Independent Living Units

<table>
<thead>
<tr>
<th>For the Years Ending</th>
<th>Average Number of Available Independent Living Units</th>
<th>Average Number of Occupied Units</th>
<th>Average Percent Occupancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Projected:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>2013</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>2014</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>2015</td>
<td>120</td>
<td>18</td>
<td>15.0%</td>
</tr>
<tr>
<td>2016</td>
<td>150</td>
<td>79</td>
<td>49.4%</td>
</tr>
</tbody>
</table>

Source: Management

Table 4
The Cardinal
Projected Project Independent Living Move-in Schedule

<table>
<thead>
<tr>
<th>Move-ins</th>
<th>Cumulative Occupancy</th>
<th>Occupancy Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/31/2015</td>
<td>May 2015</td>
<td>6.0</td>
</tr>
<tr>
<td>6/30/2015</td>
<td>June 2015</td>
<td>6.0</td>
</tr>
<tr>
<td>7/31/2015</td>
<td>July 2015</td>
<td>6.0</td>
</tr>
<tr>
<td>8/31/2015</td>
<td>August 2015</td>
<td>6.0</td>
</tr>
<tr>
<td>9/30/2015</td>
<td>September 2015</td>
<td>6.0</td>
</tr>
<tr>
<td>10/31/2015</td>
<td>October 2015</td>
<td>6.0</td>
</tr>
<tr>
<td>11/30/2015</td>
<td>November 2015</td>
<td>5.0</td>
</tr>
<tr>
<td>12/31/2015</td>
<td>December 2015</td>
<td>5.0</td>
</tr>
<tr>
<td>1/31/2016</td>
<td>January 2016</td>
<td>5.0</td>
</tr>
<tr>
<td>2/29/2016</td>
<td>February 2016</td>
<td>5.0</td>
</tr>
<tr>
<td>3/31/2016</td>
<td>March 2016</td>
<td>5.0</td>
</tr>
<tr>
<td>4/30/2016</td>
<td>April 2016</td>
<td>5.0</td>
</tr>
<tr>
<td>5/31/2016</td>
<td>May 2016</td>
<td>5.0</td>
</tr>
<tr>
<td>6/30/2016</td>
<td>June 2016</td>
<td>5.0</td>
</tr>
<tr>
<td>7/31/2016</td>
<td>July 2016</td>
<td>5.0</td>
</tr>
<tr>
<td>8/31/2016</td>
<td>August 2016</td>
<td>5.0</td>
</tr>
<tr>
<td>9/30/2016</td>
<td>September 2016</td>
<td>5.0</td>
</tr>
<tr>
<td>10/31/2016</td>
<td>October 2016</td>
<td>5.0</td>
</tr>
<tr>
<td>11/30/2016</td>
<td>November 2016</td>
<td>5.0</td>
</tr>
<tr>
<td>12/31/2016</td>
<td>December 2016</td>
<td>5.0</td>
</tr>
</tbody>
</table>

Source: Management

The schedule noted above extends through the last year of Management’s projection. Management has presented a proforma of its statement of operations as if the Project were operating at its full occupancy, which Management has indicated occurs beyond the projection period.
Summary of Significant Projection Assumptions and Accounting Policies

Management's Basis for Projection of Revenue

The projected double occupancy percentages in the independent living units are based upon assumptions provided by Management and are as follows:

<table>
<thead>
<tr>
<th>Table 5</th>
<th>The Cardinal</th>
<th>Double Occupancy Percentage Independent Living Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Double Occupancy Percentage</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Source: Management
Management’s Basis for Projection of Revenue

Assisted living and nursing occupancy is based on internal transfers from independent living units. Projected resident transfers from independent living to assisted living and nursing, as well as from assisted living to nursing, have been provided by Management. In North Carolina, unless a certificate of need is obtained for assisted living or nursing that allows admissions from the community, occupancy is restricted to residents of the independent living units. As a result, occupancy of the assisted living units and nursing could vary based on Management’s ability to attract a number of minimally frail independent living residents during the initial fill-up. In addition, there are certain exceptions that allow for direct admissions into assisted living or nursing (for example, individuals who have signed residency agreement for independent living units, and who become ill prior to moving into independent living).

The following tables show projected assisted living and nursing utilization assumptions provided by Management for the Project:

**Table 6**
The Cardinal
Projected Utilization of Assisted Living Units

<table>
<thead>
<tr>
<th>For the Years Ending December 31,</th>
<th>Assisted Living Standard</th>
<th>Assisted Living Special Care</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Average Number of Available</td>
<td>Average Number of Occupied Units</td>
</tr>
<tr>
<td>Projected:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2013</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2014</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2015</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>2016</td>
<td>27</td>
<td>25</td>
</tr>
</tbody>
</table>

Source: Management

The projected double occupancy percentages in the assisted living units are based upon assumptions provided by Management and are as follows:

**Table 7**
The Cardinal
Double Occupancy Percentage Assisted Living Units

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>5%</td>
<td>4%</td>
</tr>
</tbody>
</table>

Source: Management
Management’s Basis for Projection of Revenue

Table 8
The Cardinal
Projected Utilization of Nursing Beds

<table>
<thead>
<tr>
<th>For the Years Ending December 31</th>
<th>Average Number of Nursing Beds</th>
<th>Average Number of Occupied Nursing Beds</th>
<th>Average Percent Occupancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>2013</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>2014</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>2015</td>
<td>11</td>
<td>4</td>
<td>36.4%</td>
</tr>
<tr>
<td>2016</td>
<td>15</td>
<td>13</td>
<td>86.7%</td>
</tr>
</tbody>
</table>

Source: Management

Prior to commencement of construction for the Project, the Organization must achieve a 50% presale level as evidenced by signed reservation agreements and collection of a deposit equal to 2 months rent. During the “Step 2” deposit phase that for a rental community represents two months rent as the deposit, prospective residents will complete a qualifying health screening which certifies the prospect or, in the case of a couple, at least one prospective resident is currently appropriate for independent living. If there is a health status change after this benchmark, then this prospective resident can be admitted directly into healthcare. Per Management, 70% of the prospective residents are projected to have a spouse, and of these prospective residents, it is anticipated that at least 7% will require admission to healthcare when the community opens.

Management anticipates that residents will be able to access healthcare via home health services while residing in the independent living units.

Consistent with The Cardinal’s Certificate of Need application, occupancy levels for assisted living need to reach 85 percent during the second year of operation.

Projected Monthly Service Fees

The following table summarizes the monthly service fees and daily rates for the various types of Residence and Care Agreements for the Project. The monthly fees are shown in 2015 fiscal year dollars and are projected to increase 4.0 percent annually thereafter.
# Summary of Significant Projection Assumptions and Accounting Policies

## Management’s Basis for Projection of Revenue

<table>
<thead>
<tr>
<th>Table 9</th>
<th>The Cardinal</th>
<th>Monthly Service Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unit Type</strong></td>
<td><strong>Number of Units</strong></td>
<td><strong>Monthly Service Fees (2015)</strong></td>
</tr>
</tbody>
</table>

### Independent Living Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Number</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>8</td>
<td>$3,485</td>
</tr>
<tr>
<td>B</td>
<td>16</td>
<td>$4,006</td>
</tr>
<tr>
<td>C</td>
<td>50</td>
<td>$4,214</td>
</tr>
<tr>
<td>D</td>
<td>22</td>
<td>$4,786</td>
</tr>
<tr>
<td>E</td>
<td>16</td>
<td>$5,046</td>
</tr>
<tr>
<td>F</td>
<td>16</td>
<td>$5,150</td>
</tr>
<tr>
<td>G</td>
<td>8</td>
<td>$5,754</td>
</tr>
<tr>
<td>H</td>
<td>12</td>
<td>$6,034</td>
</tr>
<tr>
<td>I</td>
<td>4</td>
<td>$6,555</td>
</tr>
<tr>
<td>J</td>
<td>8</td>
<td>$6,763</td>
</tr>
</tbody>
</table>

**Second Person Fees** $780

**Total Independent Living Units and Weighted Averages** 160 $4,787

### Assisted Living Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Number</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>3</td>
<td>$3,902</td>
</tr>
<tr>
<td>B</td>
<td>10</td>
<td>$3,902</td>
</tr>
<tr>
<td>A</td>
<td>1</td>
<td>$4,682</td>
</tr>
<tr>
<td>B</td>
<td>13</td>
<td>$5,046</td>
</tr>
<tr>
<td>A</td>
<td>18</td>
<td>$4,994</td>
</tr>
</tbody>
</table>

**Second Person Fees** $988

**Total Assisted Living Units and Weighted Averages** 45 $4,687

### Nursing Beds

<table>
<thead>
<tr>
<th>Type</th>
<th>Number</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>15</td>
<td>$8,063</td>
</tr>
</tbody>
</table>

**Total Nursing Beds and Weighted Averages** 15 $8,063

**Total Units** 220

Source: Management

---

Page 95 of 335
Summary of Significant Projection Assumptions and Accounting Policies

Management’s Basis for Projection of Revenue

The following table reflects projected rate increases. Increases in fees are generally anticipated to equal or exceed increases in operating expenses during the projection period.

<table>
<thead>
<tr>
<th>Table 10</th>
<th>The Cardinal Projected Rate Increases</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Type</td>
<td>2012</td>
</tr>
<tr>
<td>Independent Living Monthly Fee Increases</td>
<td>(1)</td>
</tr>
<tr>
<td>Health Center Rate Increase</td>
<td>(1)</td>
</tr>
</tbody>
</table>

Source: Management
Note (1): Pricing is shown in year 2015 dollars above

Investment Income

Interest income consists of interest earned on available cash, investments and restricted assets. The following table reflects Management’s assumed realized investment earning rates during the projection period.

<table>
<thead>
<tr>
<th>Table 11</th>
<th>The Cardinal Projected Investment Earning Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Cash Equivalents</td>
<td>1.0%</td>
</tr>
<tr>
<td>Investments</td>
<td>2.0%</td>
</tr>
<tr>
<td>Restricted Assets - Operating Reserve Fund</td>
<td>1.0%</td>
</tr>
<tr>
<td>Restricted Assets - Resident Deposits</td>
<td>1.0%</td>
</tr>
</tbody>
</table>

Source: Management

Management does not project any unrealized gains/losses from the valuation or sale of investments during the projection period.
Summary of Significant Projection Assumptions and Accounting Policies

Management's Basis for Projection of Expenses

Operating Expenses

Operating expenses have been projected to be recognized during the month incurred. Management has projected operating expenses based upon Management's operating plans for the Project. In general, operating expenses are projected to increase at 3.5 percent annually throughout the projection period for inflation.

The specific basis for major expense items were formulated by Management and are discussed below.

Salaries and Benefits

Most departments include labor-related costs. A full time equivalent employee ("FTE") represents 2,080 hours of time paid annually. Average hourly rates and related benefit costs are projected to increase at a rate of 3.5 percent annually throughout the projection period for inflation. Benefit costs include payroll taxes and employee benefits including FICA, workers' compensation, health insurance, and other miscellaneous benefits for the entire campus.

Health Care Expenses

Health Care Expenses consist of wellness, assisted living, memory care and nursing related costs that include various costs for supplies, contract services, and other necessary costs of operating the various components of the health care center. These costs are anticipated to increase as occupancy increases, and annually at 3.5 percent annually throughout the projection period for inflation.

Operations Expenses

Operations expenses include maintenance/environmental, laundry, housekeeping and utility costs. Management assumes that these costs would vary with changes in occupancy levels. In addition, these costs include the non-labor costs of maintaining the community. The costs are anticipated to increase during the Project's fill-up correlating with increases in resident census, and underlying costs are assumed to increase 3.5 percent annually throughout the projection period for inflation.

Dietary

Non-salary related costs of the food service include costs for raw food and dietary supplies and other such costs and are based on the historical operating experience of Management. Management projects that these costs would increase at approximately 3.5 percent annually throughout the projection period for inflation.

Administrative Expenses

Administrative expenses include property taxes and insurance, associate services, general and administrative costs, sales, and marketing expenses, as projected by Management. These costs are anticipated to increase annually at 3.5 percent annually throughout the projection period, for inflation.

Lease Expense

Management has projected lease expense pursuant to the subtenant lease agreement with the property owner.

Income Taxes

The Organization does not provide for income taxes since all taxable income is allocated to the Organization's Members for the inclusion in their respective income tax returns.
Management’s Basis for Other Items

Restricted Assets

A narrative description of the restricted assets follows.

Resident Deposits – The Organization has established this fund to restrict all deposits received for future residents.

North Carolina Statutory Operating Reserve Requirement – Section 58-64-33(a) of the General Statutes of North Carolina, as amended, requires that all continuing care facilities maintain operating reserves equal to 50 percent of the total operating costs (as defined in Section 58-64-33) or 25 percent of the total operating costs if such facilities maintain an occupancy level in excess of 90 percent and the North Carolina Commissioner of Insurance so approves) projected for the twelve-month period following the period covered by the most recent annual statement filed with the North Carolina Department of Insurance. Such operating reserves may only be released upon approval of the North Carolina Commissioner of Insurance.

Property and Equipment

The Organization leases the property for the Community pursuant to a lease agreement. Management’s projection reflects property and equipment related to routine capital expenditures.

Master Lease Agreement

The Cardinal is required under the Master Lease to develop a fully operational CCRC on the land, and may not begin construction until at least 50 percent of the independent living units are pre-sold. In addition, construction of all improvements must be completed within 24 months of the commencement of construction, as provided for in the Master Lease Agreement.
Summary of Significant Projection Assumptions and Accounting Policies

Management's Basis for Other Items

Current Assets and Current Liabilities

Cash
Cash balances are projected at 30 days of operating expenses for the Project.

Investments
Investment balances for the projection period are based on the results of the Projected Statements of Cash Flows.

Accounts Receivable
Accounts receivable, net of allowance for non-collectible accounts, are projected at 10 days of total resident revenue for the Project.

Inventory
Inventory items have been projected based on approximately 5 days of operating expenses for the Project.

Prepaid Expenses
Prepaid expenses consisting of prepaid insurance, inventory and other prepaid items have been projected based on approximately 5 days of operating expenses for the Project.

Accounts Payable
Accounts payable has been projected based on 15 days payable of annual operating expenses for the Project, excluding wages and benefits and interest expense.

Accrued Expenses
Accrued salaries have been projected based on 15 days payable of annual salaries and benefits for the Project.
Management’s Sensitivity Analysis

As noted in Table 4, Management’s assumed fill of its independent living units do not achieve its intended stabilized occupancy during the last year of the projection, which is for the five year period ending December 31, 2016. As a result, Management has prepared the following sensitivity analysis to reflect its financial performance assuming that stabilized occupancy of 95 percentage in its independent living units had been achieved by 2016.

The purpose of this proforma presentation of projected year 2016 is to present Management’s projected financial performance for a stabilized year of operations.

<table>
<thead>
<tr>
<th>OCCUPANCY ASSUMPTIONS</th>
<th>As Projected 2016</th>
<th>Pro-forma 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Living</td>
<td>49.4%</td>
<td>95.0%</td>
</tr>
<tr>
<td>Assisted Living - Standard</td>
<td>93.0%</td>
<td>95.0%</td>
</tr>
<tr>
<td>Assisted Living - Special Care</td>
<td>94.0%</td>
<td>95.0%</td>
</tr>
<tr>
<td>Skilled Nursing</td>
<td>86.7%</td>
<td>95.0%</td>
</tr>
</tbody>
</table>
Management’s Sensitivity Analysis

Table 12
The Cardinal
Proforma Presentation of Year 2016 Assuming Stabilized Project Occupancy
(In Thousands of Dollars)

<table>
<thead>
<tr>
<th></th>
<th>As Projected 2016</th>
<th>Pro-forma 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Fee Rent Revenue</td>
<td>$ 8,883</td>
<td>$ 13,360</td>
</tr>
<tr>
<td>Health Care Charges Revenue</td>
<td>690</td>
<td>679</td>
</tr>
<tr>
<td>Amortization of Entrance Fees</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Other Revenue</td>
<td>682</td>
<td>452</td>
</tr>
<tr>
<td>Investment/Interest Income</td>
<td>80</td>
<td>81</td>
</tr>
<tr>
<td>Contributions/Gifts</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>10,315</td>
<td>14,572</td>
</tr>
</tbody>
</table>

| **EXPENSES**             |                   |                |
| Health Care Expenses:    |                   |                |
| Wellness                 | 341               | 389            |
| Assisted Living         | 445               | 443            |
| Memory                   | 515               | 516            |
| Skilled Nursing Facility | 754               | 756            |
| Operations Expenses:     |                   |                |
| Maintenance/Environmental | 464              | 504            |
| Laundry                  | 51                | 56             |
| Housekeeping             | 368               | 465            |
| Utilities                | 477               | 522            |
| Dietary                  | 1,603             | 1,903          |
| Administrative Expenses: |                   |                |
| Property Taxes & Insurance | 733            | 731            |
| Associate Services       | 181               | 198            |
| General & Administrative | 1,417             | 1,651          |
| Sales                    | 558               | 393            |
| Marketing                | 243               | 137            |
| Lease Expense to Affiliate | 6,128           | 6,170          |
| Interest Expense         | -                 |                |
| Depreciation             | 4                 | 4              |
| **Total Expenses**       | 14,282            | 14,838         |

| **Operating Income (Loss)** | $ (3,967) | $ (266) |

28
Exhibit D

The Cardinal at North Hills
Binding Reservation Agreement
The Cardinal at North Hills
Binding Reservation Agreement

THIS Agreement made this ___________ day of _______________, ______,
by and between The Cardinal at North Hills, LLC (hereinafter referred to as The Cardinal), a
North Carolina limited liability company, and __________________ (hereinafter referred to as
Prospective Resident, whether one or two persons).

Prospective Resident desires to make a reservation for residency within The Cardinal and
hereby requests acceptance of this Reservation Agreement for a
____________________ Residence, #__________ (hereinafter referred to as Residence) for which
the Reservation Fee is $__________. The Monthly Fee for the Residence is currently
$__________, and the second person fee, if applicable, is $__________. The Monthly Fee is
subject to change according to the terms of The Cardinal’s Residence and Service Agreement.

A. Amount of Reservation Fee
The amount of the Reservation Fee equals two times the Monthly Fee applicable for the
Residence selected. The Reservation Fee is not refundable except under the circumstances set
forth in Section D of this Reservation Agreement. When you sign a Residence and Service
Agreement with The Cardinal, the Reservation Fee will be credited towards your Community
Fee that will be nonrefundable except as set forth in the Residence and Service Agreement. Any
interest earned on the Reservation Fee will be the property of The Cardinal and will not be paid
to Prospective Resident.

B. Residency Requirements
Concurrent with the execution of this Reservation Agreement, the Prospective Resident has
completed an Application for Residency including Confidential Financial Information and Health
History and has met the preliminary financial and medical criteria for residency at The Cardinal.
An additional updated Confidential Financial Statement and Physical Examination Form
completed by the Prospective Resident’s physician stating that Prospective Resident is capable of
living independently at The Cardinal will be required within 90 days prior to executing the
Residence and Service Agreement and taking up occupancy within The Cardinal.

C. Residence and Service Agreement; Disclosure Statement. Prospective Resident and The
Cardinal agree that this Agreement contains the complete understanding between them with
respect to the Reservation Fee. By signing below, Prospective Resident acknowledges that
Prospective Resident received, on or before the date of this Agreement, a copy of the Residence
and Service Agreement and a copy of The Cardinal’s Disclosure Statement.

D. Refund of Reservation Fee Prior to Execution of Residency Agreement. The
Reservation Fee is nonrefundable except as specifically set forth below:

1. Death of Prospective Resident. If Prospective Resident dies before taking occupancy,
the Reservation Fee will be refunded to the Prospective Resident’s estate, less any costs
specifically incurred by The Cardinal at the written request of Prospective Resident for
upgrades or design changes to the selected residence. If Prospective Resident in this
Agreement is two (2) persons, no refund will be made under the provisions of this paragraph unless requested by the survivor, and the survivor is entitled to all rights under this Agreement as if the survivor had been the only Prospective Resident.

2. Inability to Live Independently. If The Cardinal rejects the Application for Residency because Prospective Resident is precluded from independent living for health reasons as certified in the Confidential Physical Examination, The Cardinal shall refund the Reservation Fee less (a) any costs specifically incurred by The Cardinal at the written request of Prospective Resident for upgrades or design changes to the selected residence and (b) a service charge in the amount of one thousand dollars ($1,000.00) to cover the costs of processing your application. If Prospective Resident in this Agreement is two (2) persons and one Co-Prospective Resident is able to live independently but the other is not, the Co-Prospective Residents may elect to (i) terminate this reservation and receive a refund as set forth above, or (ii) make arrangements for appropriate care for the non-qualifying Resident and continue with the reservation.

3. Change in Financial Status. If Prospective Resident’s financial status changes prior to occupancy to the degree that Prospective Resident is no longer financially qualified for residency, The Cardinal shall refund the Reservation Fee, less (a) any costs specifically incurred by The Cardinal at the written request of Prospective Resident for upgrades or design changes to the selected residence and (b) a service charge in the amount of one thousand dollars ($1,000.00) to cover the costs of processing your application.

4. Other Termination. The Reservation Fee shall not be refunded if this Agreement is terminated by either party for any reason other than those set forth in Sections 1, 2, or 3 above.

Prospective Resident cannot transfer or assign this Agreement. This Agreement shall be considered to be in effect only when executed by an authorized representative of The Cardinal.

Prospective Resident

Prospective Resident

The Cardinal hereby acknowledges the receipt of the Reservation Fee in the amount of:

$ ____________________________

Date

Date

Community Representative Signature

Print Name
Exhibit E

The Cardinal at North Hills
Independent Living Residence Agreement
THE CARDINAL AT NORTH HILLS
INDEPENDENT LIVING
RESIDENCE AND SERVICE AGREEMENT

NORTH CAROLINA

The Cardinal at North Hills
A KISCO COMMUNITY
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APPENDIX A FEES FOR OPTIONAL SERVICES
INDEPENDENT LIVING RESIDENCE AGREEMENT

This Independent Living Residence Agreement (this “Agreement”) is entered into on ________________, 20__, by The Cardinal at North Hills, LLC, a North Carolina limited liability company, and its agent, Kisco Senior Living, LLC, (“The Cardinal and/or The Community”) and ______________________________ (“you”). (If more than one person signs this Agreement, the term “you” refers to each of you individually, and to both of you together.).

RE bâtals

The Cardinal at North Hills, LLC, a Continuing Care Retirement Community (hereinafter “The Cardinal or the “Community”) offers residency, care and services to qualified persons aged 55 and older. The Community is operated on a nondiscriminatory basis and affords equal treatment and access to services to all eligible persons.

You have applied for and have been accepted for residency at The Cardinal. You desire to take up residence at The Cardinal, and agree to pay the fees and other amounts required under this Agreement in consideration for the accommodations and services provided by The Cardinal.

AGREEMENT

1. LIVING ACCOMMODATIONS

The Cardinal will provide you with the following accommodations and services, subject to the terms and conditions of this Agreement.

1.1. Residence. You have chosen to live in Residence No. ________________ (“your Residence”).

1.2. Furnishings. You are responsible for furnishing your Residence with those items not provided by the Community. Your Residence will be equipped with window and floor coverings, washer/dryer, microwave oven, electric oven and range, dishwasher, refrigerator, in-sink disposal and air conditioning. Your minor appliances, special equipment and furnishings must meet the safety standards of The Cardinal and are subject to the prior approval by the Management.

1.3. Utilities. Utilities included in the Monthly Fee for the Residence are electricity, water and sewer, trash removal, basic internet/data services, and basic cable TV service. You are responsible for paying for all other utilities and service charges including local and long distance telephone charges, premium internet/data services and premium TV service fees. The Cardinal reserves the right to establish maximum usage levels, and to charge you for any excessive or unreasonable usage due to waste or abuse.

1.4. Customized Changes to Your Residence. You may decorate your Residence with items that are not permanent fixtures to the Residence and can be easily removed without changing or damaging the aesthetic or structural integrity of the Residence. Other modifications to your Residence must be approved, in writing, by the Executive Director and must be in compliance with the rules, regulations, policies and procedures relating to modifications to Residence contained in the Resident Handbook. The
selection and approval of a contractor for structural changes shall be made by the Community. You may be supplied with the estimated cost of changes but are required to pay the entire amount, even if it exceeds the estimate. Any structural changes or improvements to the Residence will become the Community's property. The Cardinal will not be required to refund the cost of any approved structural changes or improvements. If you have made approved modifications or changes to your Residence and you move out of The Cardinal, you or your estate must restore your Residence to its original condition, excluding ordinary wear and tear, unless otherwise agreed to in writing by the Executive Director. You or your estate will be responsible for restoration costs relating to the removal of any modifications, and all costs associated with the restoration of the Residence to its original clean condition. You or your estate must consult with The Cardinal prior to initiating any restoration and the Community may, at its sole discretion, elect to retain any approved modifications. This excludes required ADA modifications.

1.5. Maintenance and Repairs. Your Monthly Fee includes repair and maintenance of your Residence and repair and replacement of those furnishings that are provided by The Cardinal. Maintenance, repair and replacement related to ordinary wear and tear are covered under your Monthly Fee. Maintenance and repairs of your Residence and furnishings made necessary by causes other than ordinary wear and tear, and those costs, will be charged to you separately. You are responsible for maintaining or arranging for the maintenance and repair of your personal property.

2. COMMUNITY AREAS. You may share with other Residents the use of the grounds and common areas at The Cardinal subject to the rules, regulations, policies and procedures contained in the Resident Handbook, which is subject to change from time to time. Common areas currently anticipated to be available to Residents include space for dining, lounges, meeting rooms, a library, exercise facility, and any other common areas provided at The Cardinal. These common areas may change during your time of residency. The Community may modify, change or expand common areas at The Cardinal in its sole discretion.

3. INDEPENDENT LIVING SERVICES. The following services will be available at The Cardinal. Unless otherwise indicated, these services are included in your Monthly Fee (see Appendix A for a schedule of fees for additional items/services not included in your Monthly Fee).

3.1. Dining Dining Service. Meals will be served throughout the day in the Community dining venues, with various menus, services, and options, as described in the Resident Handbook. Your Monthly Fee includes a Monthly Dining Account, in the amount set forth on Appendix A. The amount of your Monthly Fee allocated to your Monthly Dining Account is subject to change with a 30-day notice by The Cardinal. You may use your Monthly Dining Account throughout the month to purchase meals, snacks, food items, tray service, and beverages at the prices established by the Community and as revised from time to time. Should you exhaust your Monthly Dining Account in any particular month, then any additional meals, snacks, and/or other food items may be provided at an additional charge above your Monthly Fee. Unused portions of the Monthly Dining Account will be deemed expended and will not be carried over to any subsequent month.
3.1.2. **Guest Dining.** You may use your Monthly Dining Account to pay for your guests' meals (see Appendix A).

3.1.3. **Tray Service.** Meal delivery to your Residence shall be provided on request for an additional fee as described in Appendix A.

3.2. **Laundry.** Your Residence includes a washer and dryer. Personal laundry assistance is available for an additional fee (see Appendix A).

3.3. **Housekeeping.** You agree to maintain your Residence in a clean, sanitary, safe and orderly condition as determined by The Cardinal management. Your Monthly Fee includes scheduled standard housekeeping services for your Residence as described in the Resident Handbook. Additional housekeeping services beyond those scheduled are available for an additional fee as described in Appendix A.

3.4. **Gardening and Maintenance.** The Cardinal will perform gardening, maintenance and landscaping services for common areas at the Community.

3.5. **Storage Space.** In addition to the storage space in your Residence, storage space is also available at The Cardinal in accordance with the Resident Handbook. The State Fire Marshal, other governmental authorities, and Management may restrict what can be stored and the manner in which it is stored. Additional storage lockers are available as described in Appendix A.

3.6. **Social and Recreational Activities.** The six dimensions of wellness - emotional, intellectual, physical, social, spiritual and vocational - are part of promoting a healthy lifestyle. The Cardinal will provide programs and services designed to encourage a healthy lifestyle in accordance with the schedule and established at its discretion. There may be an additional charge for some activities, programs and special excursions.

3.7. **Guests.** Guests must abide by all applicable rules contained in the Resident Handbook, including any limitations on the length of stay or frequency of visits. If your guest exceeds the limitations on the length of stay, he or she must apply and qualify for residency at The Cardinal. You will be responsible for assuring that your guests abide by these rules and are not disruptive. Your guests may be denied access to The Cardinal if they fail to observe the Resident Handbook rules. Home Care or Personal Service Providers are not considered guests and are not entitled to the same privileges as guests. Home Care or Personal Service Providers must meet the criteria for access to The Cardinal. (See Section 4.7 regarding Home Care Service/Personal Service Provider).

3.8. **Pets.** Subject to The Cardinal's pet policy, pets are welcome provided they meet the criteria set forth in the Resident Handbook. You shall assume financial responsibility and any obligations for any damage to persons, property, or otherwise, caused by the pet. The Community reserves the right to rescind approval of the pet if it determines that the pet constitutes a nuisance or danger to the Community, or threatens the quiet enjoyment of other Residents. If you wish to bring a pet to The Cardinal, you must pay a monthly pet fee, in the amount set forth on Appendix A, as long as your pet resides at The Cardinal.

3.9. **Transportation.** Transportation service is provided to Residents on a scheduled basis in Community vehicles, at no charge. A list of destinations, as well as departure and return times, will be established by the Community and posted in suitable locations in the
community. Scheduled transportation times and destinations are set from time to time by the Community with input from the Resident Advisory Council. Other transportation services (such as to medical appointments or outside the radius designated on Appendix A) may be available according to fee-for-service rates. Scheduled trips depart from the main entrance of The Cardinal unless otherwise indicated. The Cardinal reserves the right to re-schedule planned trips in the event of an emergency or in the event of, an equipment failure or based on minimum resident participation for such trips. As a Resident of The Cardinal, you will also have access to any transportation services that are made available The Cardinal by North Hills.

3.10. Parking. Each Residence at The Cardinal will be assigned one (1) underground parking space. Your parking space at the Community is personal and you may not transfer, lease, or assign your parking space. Vehicles must be registered as set forth in the Resident Handbook. Additional parking spaces may be available for a fee as set forth in Appendix A.

3.11. Safety and Emergencies. Each Residence will be equipped with a response call system, smoke detector and sprinkler system. The response call system is monitored twenty-four (24) hours per day to alert staff to emergencies and illnesses. When a Community associate determines that, in his or her judgment, an emergency exists, an associate will call 911.

3.12. Assessments. Payment of the Monthly Fee shall include assessments for real estate taxes and North Hills community association fees. Payment of an allocated portion of any real estate tax assessment or other real estate related fee or assessment does not give you any interest in the land, improvements, or real estate of The Cardinal.

3.13. Wellness Services. Your Monthly Fee includes access to a well-being assessment provided by The Cardinal. In addition, subject to reasonable utilization, some preventive health services are available, including blood pressure, temperature and pulse checks, wellness counseling, wellness education and minor first aid. Additional services may be available at an extra charge as set forth in Appendix A.

3.14. Interruption of Services. Temporary interruption of services or failure to maintain services provided for in this Agreement shall not constitute a breach of this Agreement if it results from causes beyond the reasonable control of The Cardinal, such as fire, weather related, earthquake, damage, labor disturbances, government regulations, or acts of terrorism. In such circumstances, the Community may use commercially reasonable efforts to sustain or restore service or provide a substitute service.

4. ASSISTED LIVING, MEMORY SUPPORT AND NURSING CARE SERVICES

4.1. The Cardinal community will include an attached Health Center which will offer Health Care service options, herein referred to as “Health Center Services”, for Residents that include assisted living, memory support and nursing care should you require assistance due to a change in your health status. These services, including ancillary services such as supplies, medications and therapy services, are not included in the Monthly Fee and are provided at an additional charge above the Monthly Fee (the “Health Center Fee”), as outlined in Appendix A. The Health Center Fee is paid pursuant to the terms of an Assisted Living Residence and Care Agreement or a Skilled Nursing Residence and
Care Agreement, as applicable. Generally, Assisted Living Health Center Fees are
determined and billed on a monthly basis, while Skilled Nursing Health Center Fees are
determined on a daily basis but billed on a monthly basis. The current forms of the
Assisted Living Residence and Care Agreement and the Skilled Nursing Residence and
Care Agreement are attached to the Disclosure Statement you received when you applied
for residency at the Cardinal. Some, but not all, of the services provided and obligations
set forth in these agreements are described in this Section 4. You should review these
agreements in full. Your responsibility to pay both the Monthly Fee and the Health
Center Fee is described in Section 6 of this Agreement.

4.2. Assisted Living Services. The Health Center includes assisted living apartments and
services. If you need assistance with such daily activities as bathing, grooming, dressing,
or medication supervision, The Community will make available these services to you in
an assisted living apartment. The cost of assisted living is at an additional charge and is
not included in the Monthly Fee. Part of the move-in process to assisted living involves
signing a separate Assisted Living Residence and Care Agreement in its then current
form. The services you receive and certain additional rights and obligations will be set
forth in the Assisted Living Residence and Care Agreement. The terms of this
Agreement will continue to apply, and if there is a conflict between the terms of this
Agreement and the Assisted Living Residence and Care Agreement, this Agreement will
govern, unless otherwise dictated by state or federal laws. If there are no assisted living
apartments available or your needs exceed the level of care that can be provided in an
assisted living apartment, you may be transferred to the memory support or nursing care
apartments or to an outside care center as appropriate.

4.3. Memory Support Services. The Health Center includes memory support apartments
and services. If you need assistance with such daily activities as bathing, grooming,
dressing, or medication supervision and have Dementia or require memory enhancement
services, the Community will make available these services to you in a memory support
apartment. The cost of memory support is at an additional charge and is not included in
the Monthly Fee. Part of the move-in process to memory support involves signing a
separate Assisted Living Residence and Care Agreement in its then current form. The
services you receive and certain additional rights and obligations will be set forth in the
Assisted Living Residence and Care Agreement. The terms of this Agreement will
continue to apply, and if there is a conflict between the terms of this Agreement and the
Assisted Living Residence and Care Agreement, this Agreement will govern, unless
otherwise dictated by state or federal laws. If there are no apartments available or your
needs exceed the level of care that can be provided in the memory support apartment,
you may be transferred to the nursing care apartments or to an outside care center as
appropriate.

4.4. Nursing Care Services. The Health Center includes nursing care apartments and
services. If you need assistance with daily activities such as bathing, grooming, dressing,
or medication supervision and require nursing services, the Community may make
available these services to you in a nursing care apartment. The cost of nursing care is at
an additional charge and is not included in the Monthly Fee. Part of the move-in process
to nursing care involves signing a separate Nursing Care Agreement in its then current
form. The services you receive and certain additional rights and obligations will be set
forth in the Agreement. The terms of this Agreement will continue to apply, and if there is a conflict between the terms of this Agreement and the Nursing Care Agreement, this Agreement will govern, unless otherwise dictated by state or federal laws. If there are no apartments available or your needs exceed the level of care that can be provided in the nursing care apartment, you may be transferred to an outside care center as appropriate.

4.5. Level of Living Determinations. The Community care management team will determine, in consultation with you, your physician, other Health Care providers, and your representative, whether you need assisted living, memory support or nursing care, the extent of the care to be provided, whether such care will be provided at the Community or away from the Community, and whether any relocation from your apartment for care is temporary or permanent (see Section 6.9).

4.6. No Obligation to Prepay for Health Center Services. You are not obligated to prepay for any future Health Center services. The Cardinal is a fee-for-service continuing care provider and does not require you to prepay for Health Center services, nor does it accept any liability to pay for your future Health Center services. In the event any other Health Care provider seeks payment from you for services offered under this Agreement, The Cardinal shall not assume any liability for or make any payment for any such Health Center services because you were not required to prepay for any Health Center services.

4.7. Home Care/Personal Service Providers. All outside caregivers, companions, personal service providers and other personnel employed or retained by you to render services at The Cardinal shall be subject to our policies and rules. All such personnel must obtain the security clearances required under North Carolina law and must be employed by a licensed agency with insurance coverage, including liability and worker’s compensation, satisfactory to us in our sole discretion. Our policies and rules for personal service providers were provided to you in the move-in packet, and may be updated or revised from time to time. Current policies are available at the front desk of The Cardinal.

Generally speaking, these policies provide that you may utilize home health or home care agencies, or other providers of your choice provided that such agencies or providers abide by our rules and regulations and that we may exclude providers that do not comply. The services we provide as outlined in this Agreement do not include monitoring the services of outside providers, and we are not responsible for their actions or omissions.

5. FEES

5.1. Community Fee. The Community Fee for your Residence at The Cardinal is dollars ($__________). Your Community Fee is payable by check, money order, or wire transfer, and is due upon signing this Agreement. If you entered into a Reservation Agreement and paid a nonrefundable Reservation Fee, your Reservation Fee will be credited against your Community Fee. Any refund of your Community Fee will be governed by Section 7 below. If there are two of you, the allocation of any such refund will be as described in Section 7 below.

5.2. Monthly Fee

5.2.1. Amount. The initial Monthly Fee for your Residence for single occupancy is dollars ($__________). If your Residence is jointly
occupied there will be an additional Second Person Monthly Fee of _________
_____________________________ ($__________).

5.2.2. Payment Procedures. You will commence paying your Monthly Fee on
___________________________. Thereafter, your Monthly Fee shall be payable in advance
on the first (1st) day of each month. You will be billed by the Community for the
Monthly Fee for the next month’s services and accommodations. Payment must be
made by check, money order, electronic payment, or other means prescribed by the
Community. Any check, money order, or other paper remittance must be mailed to
The Cardinal or personally delivered to The Cardinal Administrative Office.

5.2.3. Late Payment Charge and Interest. The Cardinal reserves the right to impose a
late payment charge and interest at the rate described in Appendix A, if you do not
pay your Monthly Fee and other fees due under this Agreement by the due date.
You will be responsible for paying all attorneys’ fees and costs incurred by The
Cardinal related to the recovery of delinquent amounts due under this Agreement.

5.2.4. Obligations to Make Payment/Default/Financial Assistance. You are required
to make all payments due to the Community in a timely manner and otherwise
satisfy your personal financial obligations. If you fail to pay the Monthly Fee or
other charges in a timely fashion, The Cardinal may, in its discretion, terminate this
Agreement under Section 7.5 upon thirty (30) days written notice. In the event of
such termination, all unpaid fees and charges (including late payment charges and
interest) will be deducted from any amounts owed to you by The Cardinal.

5.2.5. Adjustments. The Cardinal reserves the right to increase or decrease the Monthly
Fee or the scope or frequency of services upon thirty (30) days advance notice.

5.2.6. Absences. You are responsible for continuing to pay your full Monthly Fee
whenever you are absent from the Community.

5.3. Charges for Optional Services. You will be billed for optional services selected either
at the time they are rendered or with the next billing cycle (see Appendix A). The
payment procedures for optional service charges, including the imposition of late fees
and interest, are the same as for the Monthly Fee. The current charges for optional
services are set forth in the schedule of fees for optional services. By signing this
Agreement, you hereby acknowledge receipt of a copy of The Cardinal schedule of
current fees for optional services. The Cardinal may, in its sole discretion, adjust the fees
for optional services for any reason upon providing thirty (30) days advance notice to
Residents.

5.4. Joint Liability for Fees. If two Residents are signing this Agreement, both Residents
together and each Resident separately will be liable for all fees described in this
Agreement. If you share your Residence with another Resident who has executed
another Residence Agreement, both of you are liable for all fees due under each of your
Residence Agreements, including late payment charges and interest.

6. RELOCATIONS FROM RESIDENCE

6.1. Substitution of Residence by The Cardinal. The Cardinal reserves the right to
substitute your Residence with another comparable Residence if it is necessary to do so
to meet any requirement of law or the lawful order or direction of the Fire Marshal or

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August 22, 2017
another authorized public official, or for any other reasonable purpose, as determined to be appropriate by The Cardinal.

6.2. Voluntary Relocation of Single Resident or Both Joint Residents. If you wish, you may move to another Residence at The Cardinal, subject to Residence availability and The Cardinal’s approval. You must notify the Community in writing of the Residence desired. You shall be responsible for all moving and cleaning costs and the cost of restoring your original Residence to its original condition, excluding ordinary wear and tear. In addition, you shall pay the Monthly Fee on both Residences until such time that you make the vacated Residence available to the Cardinal in acceptable condition (“Unit Ready”) after which you will then only pay the Monthly Fee on your new or different Residence. The parties shall sign an amendment to this Agreement that identifies your new or different Residence and the applicable Monthly Fee.

6.3. Subsequent Joint Occupancy by Residents of Different Residences

6.3.1. Existing Residence of a Resident. If you and another Resident, residing in two separate Residences, decide to live together, you may release one of your residences and live together in the other residence, subject to availability and The Cardinal’s approval. You shall be responsible for all moving and cleaning costs and the cost of restoring the vacated residence to its original condition, excluding ordinary wear and tear. The vacated residence Monthly Fee will cease upon it being Unit Ready. You will sign a new agreement.

6.3.2. New or Different Residence. If you and another Resident, residing in two separate residences, decide to live together in a new or different residence, you may release both of your current residences and move into a new or different residence, subject to availability and The Cardinal’s approval. You shall be responsible for all moving and cleaning costs and the cost of restoring your former residences to their original condition, excluding ordinary wear and tear. The vacated residence or residences Monthly Fee will cease upon it being Unit Ready. You and your joint occupant will sign a new Residence Agreement that identifies your new or different accommodation and identifies the Monthly Fee for your new or different accommodation.

6.4. Subsequent Joint Occupancy by Resident and Non-Resident. If you wish to live in your Residence with someone who is not a Resident of The Cardinal, the non-Resident must follow the standard application procedures for move-in to the Community. Both of you shall be 55 years of age or older. If the non-Resident’s application is rejected, (s) he shall not qualify to be a Resident of The Cardinal. Such rejection will have no effect on your obligations or rights hereunder and you may remain in your Residence or terminate this Agreement in accordance with Section 7.4. If the application is approved, the new Resident shall pay, on the same terms that apply to all Residents, the Second Person Monthly Fee. Both of you shall sign an amendment to this Agreement that identifies the Monthly Fee for your Residence. Both Residents together and each Resident separately will be liable for all fees described in this Agreement.

6.5. Dissolution, Divorce or Separation of Residents. If you jointly occupy your Residence, and you divorce, separate, or otherwise wish to live separately while at The Cardinal, either of you shall be entitled to relocate from your Residence to a different
residence, subject to residence availability and the Community's approval. The
transferring Resident shall then pay the Monthly Fees for single occupancy of his or her
new or different residence and will sign a new Residence Agreement. The non-
transferring Resident will continue to pay the single occupancy Monthly Fee for your
Residence. If either of you wishes to terminate your Agreement, see Section 7.4.

management team, in consultation with you, your physician, and your representative,
shall determine whether your relocation from your Residence is temporary or permanent.


6.6.1.1. Single Occupancy. If you require temporary Health Center services, you
shall continue to pay your regular Monthly Fee for your Residence as well as
the Health Center Fee, as well as any charges for ancillary items and services
you receive that are not covered by the Health Center Fee.

6.6.1.2. Double Occupancy. If you occupy your Residence with another Resident
and one of you is temporarily transferred outside your Residence for Health
Center services, the remaining Resident may continue to occupy your
Residence. In that case, the remaining Resident will be obligated to pay the
Monthly Fee for single occupancy and charges for optional items and services.
The transferred Resident will pay the applicable Health Center Fee and any
charges for ancillary items and services (s) he receives that are not covered by
the Health Center Fee. If both of you simultaneously receive Health Center
services, you will be responsible for continuing to pay the full double
occupancy Monthly Fee for your Residence and each of you shall pay (a) the
applicable Health Center Fee for care received; and (b) any charges for
ancillary items and services that each of you receive that are not covered by the
Health Center Fee.

6.6.2. Permanent Relocation to The Cardinal Health Center

6.6.2.1. Single Occupancy. If you occupy your Residence by yourself and you
require permanent Health Center services you shall vacate your Residence and
relocate to a Health Center apartment as appropriate. You will continue to pay
The Cardinal the Monthly Fee until you make your Residence Unit Ready (see
Section 7.2.1) to The Cardinal. You shall be responsible for all moving and
cleaning costs and the cost of restoring your former residence to its original
condition, excluding ordinary wear and tear. In addition, you shall pay the
applicable Health Center Fee and any charges for ancillary items and services
you receive. Once your Residence is Unit Ready, the Unit will be deemed
available to The Cardinal for sales and marketing purposes, and the Resident
will be released of any further responsibility regarding the former residence.
After you have made your Residence Unit Ready to The Cardinal, you shall be
responsible for paying only the Health Center Fee and any charges for
ancillary items and services you receive.

6.6.2.2. Double Occupancy. If you occupy your Residence with another Resident
and one of you requires permanent Health Center services, the remaining
Resident may continue to occupy your Residence. In that case, the remaining Resident will be obligated to pay the Monthly Fee for single occupancy and any charges for optional items and services. The transferred Resident will pay the applicable Health Center Fee and any charges for ancillary items and services (s)he receives. If both of you simultaneously require permanent Health Center services, you shall vacate your Residence and relocate to one of The Cardinal Health Center apartments. You shall continue to pay the double occupancy Monthly Fee until your Residence is Unit Ready (see Section 7.2.1). You shall be responsible for all moving and cleaning costs and the cost of restoring your former residence to its original condition, excluding ordinary wear and tear. In addition, each of you shall pay the applicable Health Center Fee for the care received and any charges for ancillary items and services you receive. Once your Residence is Unit Ready, each of you shall be responsible for paying only the applicable Health Center Fee and any charges for ancillary items and services you receive.

6.7. Relocation to an Outside Health Care Facility

6.7.1. Temporary Relocation. If you relocate to an outside facility for health care services because no space is available at The Cardinal Health Center, you shall continue to pay your regular Monthly Fee for your Residence until you return. In addition, you shall be responsible for paying the outside facility’s charges for the housing, services and items you receive at that facility. The Cardinal is not responsible to pay such charges to the outside facility. When space becomes available at The Cardinal Health Center, and as medical circumstances allow, as determined by the Community care management team, you, your physician, and/or your representative, The Cardinal will notify you to return. All obligations regarding the provision and quality of care at the outside facility shall be the responsibility of that facility and not The Cardinal, and you agree to hold The Cardinal harmless for any injury or damage you incur at an outside care center.

6.7.1.1. Single Occupancy. If you require temporary health care services outside The Cardinal, you shall continue to pay your regular Monthly Fee for your Residence as well as any charges for ancillary items and services you receive that are not covered by the Monthly Fee.

6.7.1.2. Double Occupancy. If you occupy your Residence with another Resident and one of you is temporarily transferred outside The Cardinal for health care services, the remaining Resident may continue to occupy your Residence. In that case, the remaining Resident will be obligated to pay the Monthly Fee for single occupancy and charges for ancillary items and services received that are not covered by the Monthly Fee. If both of you simultaneously receive health care services outside The Cardinal, you will be responsible for continuing to pay the single occupancy Monthly Fee for your Residence and any charges for ancillary items and services that each of you receive that are not covered by the Monthly Fee.

6.7.2. Permanent Relocation. If you occupy your Residence by yourself and you permanently relocate to an outside health care facility, this Agreement will
terminate in accordance with Section 7. In the event of double occupancy, if one Resident requires permanent assisted living, memory care or nursing care at an outside facility, this Agreement will terminate with respect to the transferring Resident and will continue only with respect to the remaining Resident in accordance with Section 7. In such event, the remaining Resident will continue to pay the single occupancy Monthly Fee as well as any charges for ancillary items and services received that are not covered by the Monthly Fee.

6.8. Conditions Pertaining to Change of Residence. If you choose to move to a different Residence at The Cardinal, transfer to The Cardinal Health Center, or move out of The Cardinal, the cost of refurbishment of your former Residence that is over and above normal wear and tear may be assessed to you. This determination will be made by the Community following a thorough inspection of the Residence after you have moved. The moving costs associated with any move will be your sole responsibility.

6.9. Required Relocation. You may be required to relocate to a Health Center apartment at The Cardinal or an outside facility, as appropriate, if any of the following exists as determined by the Community Care Management Team, in consultation with you, your physician, and/or your representative:

a) Your continued occupancy of your Residence endangers your health, safety, or well-being or that of another person and your needs require that you be relocated to protect your own health or safety or that of other Residents;

b) You require care that cannot lawfully be provided in your Residence, an available Health Center apartment, or that The Cardinal is unable to or does not routinely provide;

c) Your needs cannot be met at The Cardinal for reasons such as design or staffing or the program of services offered at the Community;

d) You exhibit behavior that endangers you or threatens the safety or well-being of other Residents, violates the Community's rules, regulations, policies and procedures for living in a retirement communal setting and creates an unreasonable and continuing disturbance of the peaceful enjoyment of The Cardinal by other Residents, or you are generally unable to benefit from the program of services available at The Cardinal; Your mental or physical condition is such that your continued occupancy of your Residence or Health Center apartment would be unlawful, or The Cardinal determines that your continued occupancy would present an unreasonable risk of injury to yourself or to The Cardinal; or

e) Your personal physician has determined that you require services and care not available at The Cardinal.

7. TERMINATION AND REFUNDS

7.1. Termination Due to Death or Other Cause Prior to Occupancy. If you die before occupying your Residence, or if, on account of an illness, injury, or incapacity that occurs prior to occupying your Residence, you would be precluded from occupying your Residence under the terms of this Agreement, this Agreement will be automatically canceled. In that case, The Cardinal will pay you or your estate a refund of your Reservation Fee, Community Fee and any pre-paid fees; less any costs specifically
incurred by The Cardinal at your request as set forth in writing and signed by you. In addition, you will not be entitled to receive any interest earned on monies paid to The Cardinal. Your estate will receive the refund within thirty (30) days from the date notice of death is received by the Community. If you executed this Agreement with another Resident, this Agreement will remain in effect with respect to the surviving Resident regarding payment of any refund.

7.2. Cancellation Period/Refund Before or After Occupancy

7.2.1. Cancellation by You. You may cancel this Agreement with or without cause during the Cancellation (or Rescission) Period. The Rescission Period is thirty (30) days following the later of the execution of the Agreement or the receipt of a Disclosure Statement that meets the requirements of this section, and the resident to whom the contract pertains is not required to move into the facility before the expiration of the 30 day period. You must provide written notice of such cancellation decision within the Cancellation Period. In the event of such cancellation, you shall be entitled to a refund of monies paid to The Cardinal except that The Cardinal shall deduct from your refund (a) the portion of the Monthly Fee applicable to the period in which you actually occupied your Residence, if any, (b) the reasonable value of any ancillary services and accommodations rendered to you by The Cardinal applicable to the period in which you actually occupied your Residence; (c) any other costs specifically incurred by The Cardinal at your request as set forth in writing and signed by you; and (d) a service charge in the amount of one thousand dollars ($1,000.00) to cover the costs of processing your application, the lost business opportunity, marketing costs, carrying costs for a vacant Residence, and other damages suffered by The Cardinal resulting from your cancellation. In addition, you will not be entitled to receive any interest earned on monies paid to The Cardinal. You will receive the refund within thirty (30) days after the date of your written notice of cancellation, except that if you moved into your Residence you shall receive the refund within thirty (30) days after you have made the Residence Unit Ready. You must make your Residence Unit Ready to The Cardinal as described above within twenty (20) days after the date of the written notice of cancellation.

7.2.2. Cancellation by The Cardinal. The Cardinal may cancel this Agreement, with or without cause, upon written notice within the Cancellation Period. In the event of such cancellation, you shall be entitled to a refund of monies paid to The Cardinal except that The Cardinal shall deduct from your refund (a) the portion of the Monthly Fee applicable to the period in which you actually occupied your Residence, if any, and (b) the reasonable value of any ancillary services and accommodations rendered to you by The Cardinal applicable to the period in which you actually occupied your Residence; (c) any other costs specifically incurred by The Cardinal at your request as set forth in writing and signed by you. In addition, you will not be entitled to receive any interest earned on monies paid to The Cardinal. You will receive the refund within thirty (30) days after the date of The Cardinal’s written notice of cancellation, except that if you moved into your Residence you shall receive the refund within thirty (30) days after you make your Residence Unit Ready to The Cardinal. You must make your Residence Unit Ready
to The Cardinal within twenty (20) days after the date of the written notice of
cancellation.

7.3. **Death of Resident After Cancellation Period.** This Agreement will terminate if you die after the thirty (30) day Cancellation Period. In that case, subject to Section 7.6, The Cardinal will pay a refund to your estate only if The Cardinal has already received Monthly Fees with respect to the period after the date your Residence is Unit Ready, and in such case the refund will be equal to the pro rata portion of any such Monthly Fees applicable to periods following the date your Residence is made Unit Ready. No portion of your Reservation Fee or Community Fee will be refunded. Your payment obligations will continue until your Residence is Unit Ready. If you executed this Agreement with another Resident, this Agreement will remain in effect with respect to the surviving Resident, and the Monthly Fee will adjust to the then current single-occupancy rate for the Residence.

7.4. **Termination by Resident After Cancellation Period/Refund.** This Agreement has an initial term of thirteen (13) months. You may terminate this Agreement at any time after the Cancellation Period by giving The Cardinal thirty (30) days written notice, unless a shorter notice period is mutually agreed to in writing. If you terminate during the initial thirteen (13) month term, you will be responsible for the Monthly Fees for the entire thirteen (13) months. If you terminate after the initial term, then until the effective termination date or the date you make your Residence Unit Ready, whichever is later, you will pay the established Monthly Fee and other charges for accommodations and services performed by The Cardinal. You will also be responsible for the charges described in Section 7.6. No portion of your Reservation Fee or Community Fee will be refunded.

7.5. **Termination by The Cardinal After Cancellation Period.** The Cardinal may terminate this Agreement at any time after the Cancellation Period for good cause, upon giving you thirty (30) days written notice. You must vacate the Residence by the end of such thirty day notice period. During the period from the date of notice to the date you make your Residence Unit Ready, you will pay the established Monthly Fee and other charges for accommodations and services performed by The Cardinal. You will also be responsible for the charges described in Section 7.6. In case of a termination after the Cancellation Period, one half of the Community Fee will be applied to the Monthly Fee for your first month, and the remaining half of the Community Fee will become the property of The Cardinal and will not be refundable for any reason. Good cause shall include, but not be limited to, the following:

a) Your failure to perform any of your obligations under this Agreement, including your obligation to pay your Monthly Fee and other charges;

b) You, your guest’s, or Home Care/Personal Service Provider failure to abide by the rules, regulations, policies and procedures of The Cardinal, described in the Resident Handbook or in such other documents or publications as may be provided from time-to-time, as they now exist or as they may later be amended by the Cardinal in its sole discretion;

c) Any material omission or misstatement in your Application For
Residency, your Reservation Agreement and any and all other documents filed with The Cardinal by you or on your behalf;

d) Your behavior creates an unreasonable and continuing disturbance within the Community that is detrimental to the health, safety or peaceful enjoyment of others;

e) You have needs that cannot be met at The Cardinal for reasons such as licensing, design or staffing, or a condition that cannot be accommodated at The Cardinal as determined by the Community or as defined by licensing regulations;

f) You refuse to relocate for appropriate care in accordance with Section 6.9 or accept services and care required in order for the Community to meet your needs;

g) Your mental or physical condition is such that your continued occupancy of your Residence or Health Center apartment would be unlawful, or The Cardinal determines that your continued occupancy would present an unreasonable risk of injury to yourself or to The Cardinal; or

h) Your permanent relocation (or the permanent relocation of both of you, if you are a couple) from The Cardinal premises.

7.6. Payment Obligations Upon Termination. Except as otherwise provided herein, you will not be entitled to any refund of your Reservation Fee or Community Fee upon termination of this Agreement. The Cardinal will pay a refund to you or your estate only if The Cardinal has already received Monthly Fees with respect to the period after the date your Residence is Unit Ready, and in such case the refund will be equal to the pro rata portion of any such Monthly Fees applicable to periods following the date your Residence is made Unit Ready. You must pay, and The Cardinal will deduct from any refund owed to you under this Section 7: (a) all unpaid Monthly Fees and charges you incurred for ancillary goods and services, including any applicable late charges and interest; (b) the cost (if any) of restoring your Residence to its original clean condition (excluding normal wear and tear); (c) any other costs specifically incurred by The Cardinal at your request as set forth in writing and signed by you; and (d) any costs incurred by The Cardinal at your request in preparing your Residence for residency or for any other purpose. Your indemnification obligation reflected in Section 10.8 survives the termination of this Agreement.

8. RIGHTS OF RESIDENTS

8.1. No Real Property Interests. Your rights under this Agreement do not include any proprietary interests in the properties or assets of The Cardinal or in any fees once paid to The Cardinal. You shall have no estate, leasehold, or other real property interest in your Residence or in The Cardinal, and you shall have no ownership or management interest in The Cardinal or in any third-party contractor. You may not lease your Residence to any other person or allow any person to occupy it in your place. All fees paid by you to The Cardinal, including the Community Fee, shall become the sole property of The Cardinal. These fees are not held in trust for your benefit. All fees paid by you to The Cardinal, including Community Fee, may be used by The Cardinal for any
purpose.

8.2. Subordination of Rights. You understand and agree that your rights under this Agreement are and will be subordinate to the rights of a secured lender under any mortgage, deed of trust, or other senior security interest that is placed on The Cardinal property, now or in the future.

9. RESIDENT RECORDS. You consent to the release of your personal and medical records maintained by The Cardinal for treatment, payment and operations as determined reasonably necessary by The Cardinal. Any such release may be to its employees, agents and to other healthcare providers from whom you receive services, to third-party payers of health care services, to any Managed Care Organization in which you may be enrolled, or to others deemed reasonably necessary by The Cardinal for purposes of treatment, payment and operations. Release of records for other purposes shall be done in accordance with applicable law, with a specific authorization from you, where required. Authorized agents of the state or federal government, including the Long Term Care Ombudsman, may obtain your records without your written consent or authorization.

10. GENERAL PROVISIONS

10.1. Resident Advisory Council. You are encouraged to participate in the Resident Advisory Council at The Cardinal to discuss and make suggestions regarding any program at The Cardinal. However, you understand and agree that the Resident Advisory Council is advisory only and that neither it nor you shall have any right to manage or determine policy at The Cardinal.

10.2. Rules, Regulations, Policies and Procedures/Resident Handbook. You agree to be bound by the general rules, regulations, policies and procedures of The Cardinal contained within the Resident Handbook or in such other documents or publications, as they now exist or as it may later be amended by The Cardinal in its sole discretion. The Resident Handbook should not be construed as a contract. It does not grant any contractual rights to Residents. The Cardinal may, in its sole discretion, amend the Resident Handbook from time to time. By signing this Agreement, you hereby acknowledge receipt of a copy of the current Resident Handbook. You agree to use and occupy your Residence solely as your residence and to maintain it in a clean and orderly manner and in compliance with all applicable governmental requirements, including all public and health and police regulations, to the full extent permitted by law. You understand that failure to abide by such rules and regulations may result in termination of this Agreement. You agree not to: permit another person to reside in your Residence without our prior approval; use or operate any equipment or machinery or engage in any conduct that is harmful to your Residence, other property of The Cardinal or residents or associates of The Cardinal, or is disturbing to other residents; engage in any commercial activity at The Cardinal; employ any person in or about your Residence whose employment may create a liability on our part; or hire any of our associates to perform any services at The Cardinal without our consent.

10.3. Power of Attorney. You agree to make reasonable advance arrangements in the event of your death or incompetence. You may want to assign a Durable Power of Attorney (POA) for Health Care and financial decision-making and we encourage you to seek appropriate professional or legal advice regarding your options. If you have
assigned Power of Attorney, the individual(s) agree to sign this Agreement along with any Guarantor as set forth in Section 10.20. Copies of documents regarding assignment of a Durable Power of Attorney will be provided to The Cardinal.

10.4. **Resident’s Financial Condition.** You have completed Confidential Financial and Health Information contained in the Application for Residency, and demonstrated therein to the satisfaction of The Cardinal that you have the financial ability to pay the Community Fee, Monthly Fee, other expenses associated with your residency and receipt of services at the Community, and expenses as may be incurred by you in The Cardinal Health Center. You agree that your financial condition is substantially the same on the date this Agreement is executed, as it was on the date of the most recent financial statement provided to The Cardinal.

10.5. **Residency Documents.** You have submitted your Application for Residency and your Reservation Agreement which are incorporated by reference into this Agreement and made an express part of it. You warrant that all information contained in these documents is true and correct, and you understand that The Cardinal has relied on this information in accepting you for residency at The Cardinal. You further understand that the submission of false information shall constitute grounds for the termination of this Agreement.

10.6. **Other Residents or Non-Residents.** The Cardinal may enter into agreements with other Residents or non-Residents that may contain terms different from those contained in this Agreement. Despite such differences, this Agreement alone sets forth your rights and obligations with respect to your care and residence at The Cardinal.

10.7. **No Assignment.** Your rights and privileges to use and enjoy your Residence and services of the Community are personal, and may not be transferred or assigned by you, by any proceeding at law or otherwise.

10.8. **Liability and Property Matters**

10.8.1. **Liability in General.** You accept full responsibility for any injury or damage caused to others, or suffered by you, as a result of your own acts or omissions, and those of your guests or invitees, and you shall indemnify and hold harmless The Cardinal and its respective directors, agents, and employees (also referred to as associates) from any and all liability for such injury or damage, including attorneys’ fees. We recommend that you maintain general liability insurance in an amount and form sufficient to cover such liability. You may be required to maintain additional insurance for Home Care/ Personal Service Providers hired by you, including worker’s compensation insurance, if and to the extent set forth in ‘The Cardinal’s policies and procedures.

10.8.2. **Third Party Liability.** If you are injured as the result of an act or omission of a third party, you hereby grant the Community a lien on any judgment, settlement, or recovery in the amount of any expense incurred by The Cardinal in caring for you as the result of such injury that is not reimbursed directly to the Community by you or by another source. You agree to cooperate in the diligent prosecution of any claim or action against the third party.

10.8.3. **Property Damage.** The Cardinal shall not be responsible for the loss of
any property belonging to you due to theft, fire, water damage, or any cause beyond
the control of The Cardinal, including property placed in your storage area, if any,
Residence, or on the Community property. The Community strongly encourages
you to obtain insurance protection to cover the full replacement value of your
personal property. You shall also be responsible for any loss or damage that you or
your guests cause to property at The Cardinal, excluding ordinary wear and tear.
You hereby agree to indemnify and reimburse the Community for any loss or
damage suffered by the Community as a result of your or your guests’ or invitees’
carelessness or negligence.

10.8.4. Removal and Storage. The Cardinal shall have the right, to remove
promptly and store property from your Residence, at your expense or at the expense
of your estate, when you have vacated your Residence on a permanent basis (for
example, upon termination of this Agreement, permanent relocation, or death). The
Cardinal shall not be liable for any damages to your property while the property is
in storage. If your property is not removed from storage within sixty (60) days, The
Cardinal shall dispose of your property. You or your estate shall be obligated to pay
all costs for the removal or disposal of your property.

10.8.5. Keys and Locks. The Cardinal shall provide you with a set of keys or
electronic key fobs or cards to access your Residence and the common areas within
The Cardinal. If you wish to make a duplicate of a key, the key must be duplicated
through services provided by the Community. You are prohibited from distributing
a key or a duplicate of a key to anyone without first obtaining the Community’s
approval. Upon its approval, the key to be distributed to an individual identified by
you must be registered with the Community. The Cardinal shall not be responsible
for any loss, damage or theft of any personal property belonging to you, your estate
or your guests as a result of the duplication of your key(s). You agree not to install
additional locks or gates on any doors or windows of the Residence without The
Cardinal’s express written consent. If the Community approves your request to
install such locks, you shall provide Community management with a key to each
lock. Upon termination, you agree to return all keys, key fobs, access cards, and
other access devices for the Residence and the common areas within The Cardinal.

10.9. Right of Entry. Except in the case of emergencies, The Cardinal will attempt
to contact you before entering your Residence. You agree that the Community associates
and agents shall have the right to enter your Residence at reasonable times to perform
the services described in this Agreement, for management purposes, any other
reasonable purpose, and at any time for enforcement of applicable laws and regulations
and emergency purposes.

10.10. Relationships Between Residents and Associates. The Cardinal instructs the
Community associates to be cordial and helpful to Residents. The relationship between
Residents and associates should at all times remain professional. Associates must not be
delayed or deterred by Residents in the performance of their duties. The supervision of
associates comes from the Community supervisors and not from Residents. Any
complaints about associates or requests for special assistance must be made to the
appropriate supervisor or to the Executive Director. Giving gratuities or bequests to
associates or associate’s families is not permitted under any circumstances. You agree
not to hire The Cardinal associates or solicit such associates to resign to work for you without the prior written consent of the Community to such arrangement. You agree not to hire any former Community associate without the written consent of The Cardinal.

10.11. Waiver. The failure of The Cardinal in any instance or instances to insist upon your strict performance or observation of, or compliance with, any of the terms or provisions of this Agreement, shall not be construed to be a waiver or relinquishment of its right to insist upon your strict compliance with all of the terms and provisions of this Agreement. In addition, acceptance by the Community of any payment from you after your breach of any term of this Agreement or after providing you with a notice of termination shall not constitute a waiver of the right of The Cardinal to insist upon full performance of all terms of this Agreement, nor shall it waive the Community’s right to terminate this Agreement for any cause, including any breach previously committed.

10.12. Notices. All notices given under this Agreement shall be in writing and shall be addressed to the management. Such notices shall be effective when personally delivered to the management or when deposited in the United States first class mail, provided that they are properly addressed with postage prepaid. The address for notices follows:

Executive Director  
c/o The Cardinal at North Hills, LLC  
4030 Cardinal at North Hills Street  
Raleigh, North Carolina 27609

10.13. Entire Agreement. This Agreement, its attachments, documents incorporated by reference, and all of your Application for Residency documents constitute the entire agreement between you and The Cardinal and may be amended only by a written instrument signed by you or your legal representative and by an authorized representative of The Cardinal. If you relocate to Health Center, you will sign an Assisted Living Residence and Care Agreement or Skilled Nursing Residence and Care Agreement, as applicable, which will contain additional terms relating to your occupancy of a Health Center apartment, and such agreements do not constitute amendments to this Agreement. The invalidity of any part of this Agreement shall not affect in any way the validity of the remainder of this Agreement. Oral representations and agreements are not binding on The Cardinal and you acknowledge that you are not relying on any oral representations or agreements made by any person representing or purporting to represent The Cardinal.


10.15. Severability. If any provision of this Agreement is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such provision shall be severed from the Agreement and the balance of this Agreement shall remain in full force and effect.

10.16. Consent to Assignment. You consent to the collateral or other assignment by The Cardinal of its right, title and interest in this Agreement.

10.17. Smoking. The Cardinal is a smoke-free Community. Accordingly, smoking is
not permitted in any indoor public space or outdoor common areas at any time. Smoking is not permitted in your individual Residence or on the patio.

10.18. Firearms Prohibited. The Cardinal does not permit firearms or weapons on its premises.

10.19. Motor Vehicle Operating Privileges. You shall operate a motor vehicle in accordance with The Cardinal’s rules, regulations, policies and procedures which are reflected in the Resident Handbook and which include, but are not limited to, legal speed limits and safe driving procedures and practices. The Cardinal reserves the right to revoke your driving and parking privileges on its property if you do not abide by the applicable rules, regulations, policies and procedures.

10.20. Legal Representative, Responsible Parties and Guarantors

10.20.1. Legal Representative. A Legal Representative is an individual who has authority to act on the Resident's behalf, under independent legal authority. Examples of a Legal Representative include a guardian, a conservator, or the holder of a Durable Power of Attorney executed by the Resident. Documents evidencing a person's Legal Representative status must be provided to us. If a Resident has a court appointed guardian or conservator, the guardian or conservator is required to sign this Agreement.

10.20.2. Responsible Party. A Responsible Party is an individual who voluntarily agrees to honor certain specified obligations of the Resident under this Agreement without incurring any personal financial liability. Examples of a Responsible Party include a relative or a friend of the Resident. We will require a person to sign this Agreement as a Responsible Party if the person has legal access to or physical control of the Resident's income or resources to pay for the care and services we provide and others that you request. We may decline to admit any Resident who has no source of payment for all or part of the Resident's stay.

10.20.3. Guarantor. A Guarantor is an individual who has agreed to be personally liable to pay for all amounts you owe to The Cardinal. A Responsible Party or Legal Representative is not a Guarantor unless the person serving as Responsible Party or Legal Representative also executes this Agreement as a Guarantor. If there is a Guarantor, you agree immediately to give The Cardinal Health Center written notice of any change in the Guarantor's financial condition, address, or telephone number. By signing below, Guarantor agrees promptly to pay all fees and charges incurred by you or on your behalf under this Agreement. The foregoing is a guaranty of payment and not of collection, and The Cardinal shall have no obligation to file suit or obtain a judgment against you prior to enforcing its rights against the Guarantor.

10.20.4. Rights and Obligations of a Legal Representative and Responsible Party under this Agreement:

   a) If you sign this Agreement as a Legal Representative or Responsible Party, you incur no personal financial liability by doing so.

   b) If you sign this Agreement as a Legal Representative or Responsible Party, you agree to use the Resident's available income and resources to pay for the
Resident's care and services.

c) By signing this Agreement as a Legal Representative or Responsible Party, you also agree to apply for benefits to which the Resident may be entitled and to furnish third party payers with information and documentation concerning the Resident which reasonably is available to you and which is necessary to the processing of the Resident's application for third party payor benefits.

10.21. Voluntary Arbitration. BOTH PARTIES UNDERSTAND THAT AGREEING TO ARBITRATION IS NOT A CONDITION OF YOUR MOVE-IN TO THE CARDINAL. By initialing the line at the end of this Section, however, you agree that any and all claims and disputes arising from or related to this Agreement or to your residency, care or services at The Cardinal, whether made against us or any other individual or entity, shall be resolved by submission to neutral, binding arbitration; except that any claim or dispute involving summary ejectment proceedings (eviction) or any claims that are brought in small claims court shall not be subject to arbitration unless all parties involved agree to arbitrate such proceedings. Both parties give up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead accept the use of arbitration. You may withdraw your agreement to arbitrate within thirty (30) days after signing this agreement by giving us your notice of withdrawal. Arbitrations shall be administered by the National Arbitration Forum under the Code of Procedure then in effect. Arbitrations shall be conducted by a single arbitrator selected in accordance with the Federal Arbitration Act unless otherwise mutually agreed. Arbitrations will be held at an agreed upon location, or in the absence of such agreement, at the Community. The arbitrator's fee shall be shared equally by the Parties. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Each party shall bear its own costs and fees in connection with the arbitration. You have the right to be represented by legal counsel in any proceedings initiated under this arbitration provision. Because this arbitration provision addresses important legal rights, the Cardinal encourages and recommends that you obtain the advice and assistance of legal counsel to review the legal significance of this voluntary arbitration provision prior to signing this Agreement. This arbitration clause binds all parties to this Agreement and their spouse, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After termination 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. If any part of this Arbitration clause is determined to be unenforceable, the remaining portions of the clause shall remain valid and shall be enforced by the Parties.

I have read and understand the effect of this agreement to arbitrate and understand I have relinquished certain legal rights, including the right to a jury trial, by agreeing to arbitrate.

Resident's initials

Resident's initials
POA/Guarantors initials

By initializing the line at the end of this paragraph, you understand that you have the right to rescind your agreement to arbitration within thirty (30) days from the date you sign this Agreement by making such rescission in a writing signed by you and delivered to The Cardinal within thirty (30) days from the date you sign this Agreement.

Resident’s initials

Resident’s initials

POA/Guarantors initials

10.22. Reading and Signing of Agreement. By signing this Agreement, below I the Resident represent that I have read and agree to all of the terms of this agreement.

This Agreement will be effective as of ______________________________________________________________________.

RESIDENT:

Signature

Typed or Printed Name

Date

RESIDENT:

Signature

Typed or Printed Name

Date
By signing below, the undersigned Guarantor hereby agrees to be fully and personally liable for, and agrees to pay promptly upon request, all amounts owed to The Cardinal by the Resident. The undersigned agrees that The Cardinal shall not be obligated to pursue any legal action or obtain any judgment against the Resident or the Resident’s assets as a condition to requiring payment by Guarantor.

GUARANTOR: I hereby guaranty the payment of all amounts owed by Resident hereunder.

________________________________________
Signature

________________________________________
Typed or Printed Name

________________________________________
Address

____________
Date

POWER OF ATTORNEY/ RESPONSIBLE PERSON

________________________________________
Signature

________________________________________
Typed or Printed Name

________________________________________
Address

____________
Date

COMMUNITY REPRESENTATIVE

________________________________________
By

________________________________________
Title

Community: The Cardinal at North Hills
Address: 4030 Cardinal at North Hills Street, Raleigh, NC 27609

____________
Date
THE CARDINAL
FEES FOR OPTIONAL SERVICES

See attached
Exhibit F

The Cardinal at North Hills
Resident Handbook
VISION, MISSION, AND PRINCIPLES, VALUES AND BELIEFS

Vision Statement
We create communities where we share passions, live in balance, and build a legacy.

Mission Statement
Making a Difference Every DaySM

Statement of Principles, Values and Beliefs
We are committed to exemplary service delivered with integrity, dignity, and compassion. Our communities for seniors are distinguished by warm, secure and friendly environments.

We will enhance each Resident's lifestyle by:
- Responding immediately to Residents’ needs and concerns
- Offering high quality, creatively designed programs
- Encouraging independence
- Promoting a sense of community and friendship

We the staff are committed to:
- Teamwork
- Being professional
- Open communication
- Fostering a learning environment
- Continuous improvement
- Profitability

We live by a standard of conduct which encompasses honesty, accountability, personal development and a passion for excellence.
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Section 1

Introduction

KISCO SENIOR LIVING

For over 25 years, we have specialized in developing and managing full service senior living communities that provide an enriched lifestyle. In 1996, we created our guiding principles, values and beliefs, which are based on the concepts of integrity, dignity and compassion. These principles balance the interests of our Residents, associates and business partners. To this day, they form the basis for how we operate as a company.

We cherish the uniqueness of each of our Kisco communities and the contributions they make to create a great place to live for Residents and a great place to work for associates. We continually share best practices, successes, and learning so we can refine and bring innovation to our ongoing operations and future communities. We are an enduring, sustainable company that provides opportunities and services to meet the changing needs of our customers and their families.

THE ART OF LIVING WELL™

Kisco Senior Living embraces the Art of Living Well™ philosophy as part of every aspect of community life. Wellness is truly a combination of all six dimensions (emotional, intellectual, physical, social, spiritual and vocational). We focus on the six dimensions of wellness as the driving force behind our comprehensive wellness program. The Community is a place for you to celebrate your individuality and enhance your sense of belonging. We hope you will build new relationships, share your passions and create your legacy at The Cardinal.

COMMUNITY LIFESTYLE & AMENITIES

The Cardinal Clubhouse - Residents gather to socialize, learn, entertain others and be entertained, dine or just relax.

Wellness Center - Fitness Center, pool, spa, yoga and other classes massage and showers. State of the art instructors, equipment and professional fitness/wellness team.

Gardens & Fitness Paths – A number of walking/fitness paths and gardens for outdoor living and activities.

Resident Library – The library features computer stations, wifi and a range of resident selected news, reference and reading materials.

Multi-Purpose – Indoor, outdoor area for events, presentations, lectures and spiritual services. This area will be equipped with multimedia projection and surround sound capabilities.
All Residents of The Cardinal will be members of the Resident Association. The Association will be run by the Residents. Meetings will be held on a frequent basis as a forum for comments, concerns, compliments, community updates and to promote activities of interest. The Resident Association input to the management is advisory in nature. The Resident Association will elect its own officers, to form a Resident Advisory Committee. The Executive Director of The Cardinal may assist the Residents in developing and organizing the Resident Council.

RESIDENT COMMITTEES

The Resident Association is anticipated to have active Resident committees. Examples include:
- Building & Grounds
- Dining Services
- Events/Programs
- Associate Appreciation
- Library

We believe that effective communication between Residents and the Community Management Team is an important contributor to a community’s success. The Community Management Team has an open door policy and will provide to Residents the scheduled meetings and forums as an opportunity to express their opinions and suggestions.

Examples may include:
- Resident Forums with Executive Director
- Food Forum with Dining Services
- New Resident Orientation
The Management Company shall be responsible for all duties and responsibilities relating to the management and day-to-day operations of The Cardinal. These duties and responsibilities include the following employment of the Executive Director and a Community Management Team (Department Heads) essential to the start-up and ongoing operation of The Cardinal.

Resident Input and Communications

We are committed to open communication and being responsive to Resident’s needs and concerns. We encourage our Residents to convey their ideas, concerns and compliments to the Community Management Team. The channels are:

• Residents may direct specific questions regarding any services to the Community Management Team.

• Residents may contact the Executive Director on any matter concerning any aspect of life at The Cardinal.

• Residents may contact an officer of the Resident Association Advisory Committee concerning any aspect of inter-Resident relations, or The Cardinal policies governing Resident activities.

• Residents may make suggestions or ask questions, through Comment and Concern program. Forms may be obtained from the Customer Service representative or on-line. The Comment and Concern program provides for a written response by the Executive Director, appropriate team resident, or, at the discretion of the Executive Director, the Resident Association.
4.1 GENERAL POLICIES

The following policies have been adopted by The Cardinal:

4.1.1 Insurance

The Cardinal will maintain insurance on all property owned by The Cardinal against reasonable losses and liabilities. Residents are encouraged to purchase personal liability and personal property insurance similar to a "renter's" policy.

4.1.2 Electric Scooters

Any Resident needing an electric scooter inside the buildings of The Cardinal must submit a written request to the Executive Director with a statement from a physician to confirm that the scooter is required.

For safety reasons, Residents will be required to demonstrate their ability to operate the scooter in accordance with procedures established by the Community. Maximum speed control governors are required and will be set by The Cardinal. Residents shall pay for installation of the governor if scooter isn’t already equipped. Scooters should be driven at a speed which does not exceed a normal walking pace for most Residents. Please contact the Resident Relations Director before operating a scooter on campus.

In the Dining Venues, a Resident using a scooter is encouraged to transfer from the scooter into a dining room chair.

To prevent blocking hallways and other common areas, scooters may not be parked in the corridors or near any emergency exits or in heavily traveled areas of the buildings.

The recharging of scooters is the responsibility of the Resident, and the Resident is responsible for any damage due to battery leaks or other malfunctions.

Scooters may not exceed a maximum size of 46 inches in length and 24 inches in width. In addition a governor to control speed and an audible back up device are required for your safety and the safety of others.

4.1.3 Wheelchairs

In order to achieve independence, some Residents may require the use of wheelchairs. In the Dining Venues, a Resident is encouraged to transfer from a wheelchair into a comfortable dining room chair.
For those Residents or guests who occasionally need a wheelchair for use while in The Cardinal buildings, if available, one may be obtained by contacting a Customer Service associate.

4.1.4 Tipping

The Cardinal is committed to providing high quality, consistent and equal service to all Residents. Because of its potential for compromising this goal, tipping any associate of the Community is prohibited. Tipping is broadly defined to include not only monetary gifts but also any gifts of personal items such as clothing, jewelry, furniture, appliances, etc.

An Associate Appreciation Fund may be established and managed by the Resident Association to provide recognition of all associates. This fund is an annual voluntary contribution given to show appreciation for the services that associates provide. We also have other recognition programs that acknowledge associates who have provided exemplary services. Please share your appreciation of respective associates with the Executive Director and the associate will be rewarded in accordance with The Cardinal’s Associate Rewards and Recognition programs.

4.1.5 Hiring Outside Services by Residents

Residents are not permitted to directly hire current associates of The Cardinal to perform work during the associates' off-duty hours. Former associates of The Cardinal are not permitted to return to The Cardinal to perform work directly for The Cardinal Residents as independent contractors for at least six months following their departure from The Cardinal and must have approval from the Executive Director.

It is the responsibility of the Resident to satisfy the following conditions prior to hiring any individual or contractor to perform a service:

- Receive prior written approval from The Cardinal.
- Provide proof of acceptable workers' compensation and liability insurance.
- Establish that the person to be hired has current local and state licenses, as appropriate.
- Criminal background screening.
- Negative tuberculosis test or chest x-ray indicating free of communicable disease.

4.1.6 Appropriate Dress

Residents are requested to be appropriately dressed while using the public areas of The Cardinal. The Executive Director, with input from the Resident Association, will determine the dress code for Residents in all Public areas, dining venues or other public activity spaces.
4.1.7 Smoking

To promote the health, safety and wellbeing of all Residents, The Cardinal is committed to maintaining a smoke-free environment. Accordingly, smoking is not permitted in any indoor or outdoor public space at any time. Smoking is not permitted in your individual Residence or on the patio.

4.1.8 Barbecues

Outdoor barbecue equipment will be provided by The Cardinal in designated areas. Cooking is not allowed on your patio or balcony.

4.1.9 Pets

We understand that having pets is an important part of your life. We welcome pets in our independent living residences, but are unable to accommodate pets in our memory care apartments, assisted living apartments, and nursing care apartments. Residents may have a maximum of two dogs and/or cats in their Residence. Pets are not to exceed 35 pounds without written permission by the Executive Director subject to the following conditions:

- The pet must be leashed at all times in common areas of the campus.
- Pet excrement must be immediately cleaned up by the Resident and placed in an appropriate receptacle.
- All dogs must be licensed by and registered as required by the City and Wake County of North Carolina and a copy of the license provided to The Cardinal.
- Residents must keep pet noise to a minimum.
- Pets are not allowed in public areas within The Cardinal with the exception of corridors and elevators which must be utilized by the pet to go outdoors.
- All dogs must be registered with The Cardinal. At the time of pet registration, owners must provide the name and telephone number of a designated person who has agreed to take care of the pet during times when the owner may be unavailable.
- All pet owners must sign an indemnification form relieving The Cardinal of liability for damage to property or for an injury caused by a pet.
- All pet owners must agree to reimburse The Cardinal for damage and odor elimination beyond reasonable wear and tear to The Cardinal property, including Residence fixtures and carpeting, caused by the pet. A pet fee may be collected for this purpose.
- All Resident pet owners agree to adjudication of complaints from other Residents by The Cardinal management. All Resident pet owners agree that if their current pet permanently departs The Cardinal, any replacement pet will have a size limitation not to exceed 35 lbs. and subject to Manager approval.
- Residents wishing to bring a pet to The Cardinal other than those types listed above must contact The Cardinal in advance for written approval.
- Residents wishing to take pets to the Health Center for a "visit" are encouraged to do so, but only after making prior arrangements with the Executive Director or designee.
4.1.10 Parking

In order to maintain a safe environment for The Cardinal, please review and maintain the guidelines outlined below:

A parking space is specifically assigned to a Residence and resident vehicle(s) should be parked in the assigned space.

Guests should park in designated visitor spaces.

In the event of a violation of parking restrictions, a Cardinal associate will notify the violator to correct the situation. If unable to make contact, and it is determined that a hazard exists, the vehicle may be towed at the expense of the owner.

4.1.11 Guest Parking

Designated parking spaces are available for visitors and Residents should encourage their guests to use them. Long term visitors should check in with the customer service associate to receive a parking pass that should be displayed on the vehicle at all times. Visitors are not allowed to park in spaces assigned for Residents only.

Residents, associates and visitors are responsible for the condition of their vehicle. If a vehicle damages The Cardinal, repairs and clean-up shall be at the vehicle owner’s expense. The Cardinal is not responsible for damages to vehicles parked on the property.

4.1.12 Operation of Motor Vehicles

All vehicles must be operated in a safe manner when on The Cardinal property. Maximum speed of any vehicle will be designated and posted signs should be obeyed. It is the vehicle owner’s responsibility to be properly insured for any risks associated with vehicle operation or ownership.

4.2 RESIDENT INFORMATION SERVICES

Effective communication between The Cardinal Residents and management is essential to the operational success of The Cardinal. In addition to the more formal lines of communication outlined above, The Cardinal has established a number of informal communications vehicles for the ease and convenience of Residents.

4.2.1 Customer Service Associate

Customer Service associates will be the primary point of contact for Independent Living Resident concerns or information. There is a customer service representative on duty 24 hours a day 365 days a year. Health Care Residents should contact their nursing care associate as primary point of contact for assistance.
4.2.2 Resident Information Form

All Residents must have an up-to-date "Resident Information Form" on file with the main office. All information will be kept confidential. The purpose of this form is to provide basic information to be used in the event of an emergency. The Cardinal will request that Resident Information Forms be updated periodically. Residents are urged to contact the administration office to initiate a change whenever appropriate.

4.2.3 Resident Directory

A Resident Directory containing the telephone numbers, email addresses, and Residence numbers of each Resident are published periodically by The Cardinal. To protect the privacy of all Residents, this directory should be treated as confidential. All changes necessary to this directory should be reported to The Cardinal.

Residents’ telephone numbers and email addresses will be listed in the directory unless a Resident specifically requests in writing that this information be omitted. Residents may also have their names and Residence numbers omitted if they prefer not to be listed in the directory.

4.2.4 U.S. Postal Service

The U.S. Postal Service will pick up and deliver mail to the postal and message center. A separate postal and message center is located in the Health Care Center for residents of assisted living, memory care, and nursing care apartments.

Individual mailboxes are located in the postal and message center and a mail pick up schedule will be posted.

The Customer Service associate will not accept items from the U.S. Postal Service and commercial carriers, or parcels and letters that require signatures on behalf of the Resident addressee unless the Resident has specifically requested in writing that this be done. The Customer Service associate is not able to accept any C.O.D. packages, but will attempt to notify a Resident at the time of delivery.

The Customer Service associate will notify a Resident of the presence of a letter or package at the reception desk by placing a note in the Resident's internal communications box, by email, or by telephone.

A Cardinal associate will assist a Resident in moving large or heavy packages to the Residence when available. Arrangements for this service can be made through the Customer Service representative.
4.2.5 Non-U.S. Postal Distribution

The Executive Director or Designee must give prior approval for any distribution of notices or flyers made by a Resident, group of Residents, or non-Resident.

4.2.6 Newspaper Delivery Service

Arrangements for receiving and paying for newspapers and magazines must be made directly by the Resident.

4.2.7 Cable Television

"Basic" cable television is included in the Monthly Fee. "Premium" channels may be contracted for by the Resident, and will be billed directly to the Resident by the authorized cable provider. If you experience difficulty with your initial activation, please contact the Resident Relations associate.

An "in-house" community information channel is provided for items such as daily dining specials, scheduled events, Community updates, and emergency announcements.

4.2.8 Telephone Service

Residents are responsible for obtaining their individual telephone service. Residents can use either their cell phone or can obtain local and long distance service from our preferred carrier. This service will be added to your monthly statement as outlined in Appendix A of your service agreement.

4.3 ADDITIONAL RESIDENT CONVENIENCE SERVICES

Please contact a Customer Service Representative if you have any questions or need assistance.

4.3.1 Clerical Services

Residents may desire certain business services from time to time. Examples of these services are listed below. Facilities to handle these services may be available in the Business Center. If you require assistance, please contact the Customer Service representative.

- Facsimile (Fax) Services
- Copier Services
- Notary Services
- Parcel service such as FedEx, UPS

An additional fee may apply to above services
4.3.2 Salon

A beauty and barber salon will be located within The Cardinal. The salon is operated by an independent business owner, not by The Cardinal. Operating hours and rates will be set by the salon proprietor, and are subject to change without notice.

4.3.3 Lost and Found

The Cardinal will maintain all "found" property until either the owner is identified or 90 days have passed, after which time The Cardinal may dispose of the "found" property.

For "found" items deemed to have material value, The Cardinal may post a "found" notice on the official bulletin board. For "lost" items, the Resident may prepare a "lost" notice and present it to The Cardinal management for posting.

4.4 RESIDENT GUESTS

4.4.1 Overnight Guests in the Residence

Residents may have overnight guests in their Residence. When Residents have overnight guests, they must notify the Customer Service desk for administrative and security purposes. Special limitations may be placed on overnight guests in nursing care, assisted living, and memory care apartments based on the Resident’s plan of care.

4.4.2 Length of Visit

A practical limitation must be placed on the length of a guest's stay in order that the facilities rightfully belonging to all Residents are not abused. For this reason, guests should be limited to a stay of no more than fourteen (14) days per year without the Resident obtaining the prior approval of the Executive Director. Such approval will not be unreasonably withheld if there are valid reasons for a stay. The impact to other residents will be considered, and there may be special limitations for nursing care apartments.

4.4.3 Responsibility for Guests

The Resident should take special care to insure that guests follow the policies at The Cardinal. Guests may participate in activities that are available to Residents. Guests may be required to sign a waiver for certain activities.

4.4.4 Dining Privileges

Residents are welcome to have guests for meals offered in the Community dining venues. The dining charges for guests may be deducted from Independent Living Resident’s dining account or added to their monthly statement. Health Center residents can have guests meals charged to their account.
4.4.5 Guests under the Age of 16

Children are welcome as guests of a Resident. To respect the rights of all Residents, guests under the age of sixteen (16) must be accompanied by the sponsoring Resident at all times when using any of the public facilities at The Cardinal.

4.5 RESIDENCE AMENITIES AND FURNISHINGS

4.5.1 Modifications to a Residence

Modifications to the interior of a Residence requested by a Resident may be approved as long as the modification complies with all applicable laws and building codes, including any applicable health care laws and regulations, is structurally feasible, is consistent with the Community architecture, and does not unduly inconvenience other Residents. The requesting Resident must agree to pay for all installation costs of the modification prior to work commencing, and may be responsible for any cost associated with returning the Residence to its original condition upon vacancy.

All modifications must be approved in advance in writing by the Executive Director, at which time a determination will be made as to whether the Resident is responsible for the costs associated with returning the Residence to its original condition upon vacancy. If an independent contractor is used by the Resident to perform the modifications, the independent contractor must show that they are appropriately licensed and insured with both liability and workers compensation insurance. A Modification Request Form is available from the Customer Service representative for this purpose.

Nursing care apartments may not be modified.

4.5.2 Draperies/Curtains/Window Coverings

All Residences are furnished with building standard window blinds in accordance with the interior design plan. Additional draperies or curtains for windows and doors may be hung at the Resident's expense.

Draperies or curtains hung at a Resident's expense should comply with The Cardinal guidelines and building codes, and, if applicable, health care laws and regulations.

4.5.3 Appliances and Fixtures - Substitutions

Substitutions of appliances and fixtures for those furnished by The Cardinal must be requested in writing and approved in writing by the Executive Director prior to installation. All substitutions of appliances and fixtures will be at the Resident's expense. Appliances and fixtures provided by Residents must comply with all applicable laws and regulations.
4.5.4 Floor Covering

The policy for substituting floor covering for materials provided by The Cardinal is the same as that for substituting appliances or fixtures. The Cardinal must approve any non-standard flooring specifications or substitutions.

All substituted floor coverings will remain the property of The Cardinal.

4.5.5 Painting of Residences - Routine

Painting of the interior of Residences will be done on a periodic basis as required using standard colors. Priority for repainting of Residences will be determined by The Cardinal and labor and material will be provided by The Cardinal.

Residents may choose a color or type of paint other than that provided by The Cardinal with the written permission of the Executive Director, and will be required to pay for any incremental increased cost of material or labor.

4.5.6 Replacement of Carpeting - Routine

Re-carpeting of Residences will be done as required based on normal wear and tear. Residents may request a carpet change prior to this time at their expense.

Residents will have a choice of standard carpet colors from those offered by The Cardinal. The cost of any upgraded or non-standard carpets will be borne by the Resident.

4.5.7 Repair of Appliances – Routine

Each time an appliance requires repair, the Executive Director, through past service records, will determine (at The Cardinal’s discretion) the cost-effectiveness of repair versus replacement and act accordingly.

4.5.8 Patio and Residence Exterior

Most independent living Residences have a patio for the use and enjoyment of the resident. The patio is visible to other Residents, guests and prospective Residents of The Cardinal. In order to maintain an appealing appearance, the following guidelines apply to each patio:

1. Appropriate furniture and small plants may be placed on the patio. Any unsightly items such as signs, laundry, boxes, etc. should not be placed on the patio.
2. In order to comply with local fire safety requirements, no cooking (including any grills, hibachis and/or barbecues) is permitted on the patio.
3. Be considerate of your neighbors below when watering plants or cleaning the patio. All plants must have drain plates. Any bird feeders must be enclosed to capture bird seed. Bird seed must not become a nuisance for your neighbors or attract pests.
4. Any additions of rails, enclosures, shades, awnings or nettings require written permission from the Executive Director.
4.6 WELLNESS / FITNESS CENTER

At The Cardinal we practice The Art of Living WellSM philosophy as part of everything we do, from the programs we offer, to the services we provide. Wellness is truly the combination of many factors that both strengthen and enhance the mind, body and spirit.

The Cardinal Clubhouse is the center for community connectivity including health and wellness programs, socializing, neighborhood events, cultural and educational opportunities.

The Wellness/Fitness Center includes a heated swimming pool and spa area and includes cardiovascular and strength training equipment. Classes, opportunities for life-long learning, social outings, spiritual growth, community involvement, day and overnight trips are offered.

A calendar will be provided monthly and special events will be distributed / announced through our in-house Community channel and notices distributed to Residents.

4.6.1 Classes and Events

Examples may include:
- Regularly scheduled fitness programs including aqua exercise, yoga, tai chi, meditation and personal training
- Learning Center offering computer classes, second career and volunteer opportunities, card games such as bridge, poker, mahjong and cribbage
- Art appreciation and painting classes
- Seminars – Current event forums, book reviews, cooking and guest speakers
- Excursions – Theater, overnight trips and special attractions

4.6.2 Fees

In addition to the events and programs provided, there are programs for which an additional charge may apply. Such charges include, but are not limited to, off-site meals, theater events, overnight trips and their relevant transportation costs of other special services. Residents will be notified of the cost in advance.

4.6.3 Waivers

Some activities that involve strenuous activity or present special risks may require participants to sign waivers of legal liability as a condition of participation.

4.7 POOL AND SPA SERVICES

The Cardinal’s pool is available for the use of residents and their invited guests. Various classes are held year round. It is required that individuals shower before entering the water and wear suitable swimming attire. Residents and guests use the pool “at their own risk” as there is no lifeguard on duty.
Consumption of food and drink is restricted to the pool deck area and is not allowed while in the water. Glass containers are not allowed on the pool deck area. Residents are cautioned that the pool depth is not appropriate for diving. Therefore, diving is prohibited.

Pool deck furniture is provided for the relaxation and enjoyment of residents and guests who use the pool area.

Spa services will be available by appointment only. Call the Customer Service associate for reservations and fee schedule.

4.8 LOCKS AND KEYS

You will be provided with one (1) set of keys and/or electronic fobs or cards per resident on the day of your move-in at The Cardinal. This set consists of one (1) each of the following: Residence key, mailbox key, storage key and exterior door key. You may pick up your keys from a Customer Service associate on the day you are scheduled to move in.

You will also receive a purchasing card for dining and optional services. In the event that your keys and/or card are lost, you may purchase another set at the Customer Service desk for a charge as outlined in the Appendix A of your Resident Agreement.

4.9 ABSENCES

For your safety, please notify the Customer Service desk if you plan to leave the Community. Residents in Health Care Center should contact their nursing care associate. Indicate how long you will be gone, anticipated return and where you may be reached in case of an emergency. This also applies to when a resident is going to be gone overnight or longer, such as vacations.

4.10 Personal Service or Companion HOME SERVICES Providers

The Cardinal may provide on-site companion or personal service providers which would be available at your discretion or the discretion of the community if you are a safety risk to yourself or others. The cost will be borne by you. You may also choose to hire home health aides or other domestic assistance at your own cost. All personal service providers of in-home assistance are subject to The Cardinal’s policies, must register with The Cardinal, sign agreements and meet requirements established by The Cardinal from time to time. Before engaging an in-home assistant of any type, you must notify the Customer Service desk and review and agree to abide by, and cause your in-home assistant to abide by, the policies of The Cardinal. You will be responsible for seeing that any in-home assistant hired by you complies with all policies of The Cardinal, and you will be responsible for any damage to persons or property caused by your in-home assistants.
PAYMENT OF MONTHLY FEES AND ANCILLARY CHARGES

On or about the first (1st) day of each month, each Resident will receive a written statement for that month's Fees, plus an itemized listing of all ancillary charges incurred during the previous month.

For the convenience of the Resident and efficiency of operations, payments made through the use of electronic funds transfer are preferred. If electronic funds transfer is not utilized by the Resident, a check payable to "The Cardinal at North Hills" should be remitted to the administration office.

Should a Resident wish to question any item on the statement, the Resident Relations Director will be available to discuss any unresolved questions or items. Any sums not in good faith dispute and not paid by the Fifth (5th) day of the month shall be subject to a late charge of 5% per month until paid.
The Cardinal is responsible for the upkeep and repair of the building and its amenities. We provide Maintenance, Housekeeping, Security, and Community Services. The primary functions of these areas are described in the sections below.

6.1 MAINTENANCE

Supervision of the maintenance function is the direct responsibility of the management of The Cardinal. The primary functions of Maintenance are:

- To keep the Residence and public areas clean and in good repair
- To maintain The Cardinal grounds and landscaping
- To develop and implement a program of preventive maintenance
- To provide trash removal services.

6.1.1 Work Orders/Maintenance Requests

Maintenance of The Cardinal property or of a Residence is controlled by a work order system that will ensure tracking and follow up on maintenance requests. In order to process maintenance requests, a priority system is in place designating maintenance requests as: Emergency, Priority, or Routine. Top priority is given to emergencies and any items that constitute a safety hazard to Residents or associates. Maintenance requests should be reported based upon the system outlined below.

6.1.2 Reporting Procedures

Emergencies - Emergency problems that may involve structural or major equipment problems throughout the facility, or pose a threat to the safety of Residents or associates, or emergency problems noted in a Residence, should be reported immediately, regardless of the time of day.

Priority - Priority maintenance problems are those that create an immediate inconvenience to Residents or those that could result in further damage to The Cardinal property or a Residence if left uncorrected (examples include: air-conditioning failure, toilet stopped up, and water leaks.)

Routine - Routine maintenance problems are those that occur through the course of daily living in The Cardinal and do not pose any safety risk or immediate inconvenience to the Resident. Examples include: Doors/windows not closing properly, faucet leaks, etc.

6.1.3 Maintenance after Move-In

After a Resident moves into a Residence, Maintenance associates will assist in hanging pictures, mirrors and shelves on a limited basis. This work must be requested within 30 days after move-in. Associates may inspect Resident-owned lamps and other appliances, and reserves the right to disable these items, if unsafe, until the Resident can make arrangements for repairs.
6.1.4 Preventive Maintenance

The Cardinal will follow a written preventive maintenance plan to keep the buildings, equipment, furniture and furnishings in good repair and free of safety hazards.

6.1.5 Replacement of Light Bulbs

Maintenance associates will replace light bulbs in the common areas and in the Residence’s light fixtures, which are installed as part of the building's original equipment. Residents are expected to furnish bulbs for their own lamp fixtures.

6.1.6 Maintenance of a Residence during a Resident's Absence

In the event of a maintenance emergency, as determined by The Cardinal, a Maintenance associate may enter the Residence.

A Maintenance associate will provide advance notice of scheduled preventive maintenance activities requiring access to individual Residences. After such notice, unless a Resident has provided reason (e.g., illness) not to do so, the associate is deemed to have permission to enter the Residence according to that schedule regardless of the Resident's presence.

Corrective maintenance items are initiated by "Requests for Maintenance" from Residents or the Community staff when necessary. The Maintenance department schedules corrective maintenance on a routine basis. The Maintenance associate will assume access to a Residence is acceptable, even if the Resident is absent, unless the Resident has an "Access Limitation Form" on file with The Cardinal. In that event, the Maintenance associate will not enter the Residence and maintenance will be rescheduled in accordance with maintenance priorities.

Corrective maintenance is generally scheduled between the hours of 8:30 A.M. and 4:30 P.M., Monday-Friday. Residents will be notified in advance if corrective maintenance is to begin during standard hours. If a Maintenance associate plans to visit a Residence at other times, the Resident affected will be notified in advance. All maintenance on The Cardinal property and equipment must be performed by The Cardinal or authorized by The Cardinal.

6.1.7 Grounds Maintenance

The Cardinal management is responsible for maintaining the grounds. This includes, but is not limited to: mowing grass; fertilizing lawns, trees and bushes; cleaning up debris; pruning trees and bushes; cleaning up dead vegetation; and watering as appropriate.
6.1.8 Landscaping by Residents

All landscaping at The Cardinal was installed in accordance with an approved plan including watering systems and sprinklers. Residents may not install trees, bushes or other plantings without prior written approval of the Executive Director.

Residents who enjoy gardening may volunteer to care for specific plantings or plant beds or designated Resident gardening plots. Requests to do so may be made to Maintenance.

6.1.9 Care of Plants

Watering and care of plants in public areas is the responsibility of The Cardinal. Residents are asked not to tend these plants without specific agreement with The Cardinal.

6.1.10 Tools and Supplies - Resident Use

The Cardinal tools, equipment and supplies may be used only by maintenance personnel in the performance of their duties. Residents, guests, or associates may not borrow tools, supplies, or equipment of The Cardinal.

6.1.11 Swimming Pool/Spa Maintenance

Care of the swimming pool, including establishing and maintaining proper chemical levels, is the responsibility of The Cardinal. Water temperatures will be maintained at a comfortable to comply with state regulatory requirements.

6.1.12 Pest Control

Pest control service will be provided on a scheduled basis. Should a Resident experience difficulties with pests, the Resident should complete a "request for maintenance" form. Arrangements will be made to re-treat the area.

Should, in the opinion of The Cardinal, special pest control be required in a Residence or in a public area due to unhygienic conditions created by the Resident or by a Resident’s pet, the Resident may be charged for that service.

6.1.13 Recycling and Waste Disposal

Trash and recycling rooms will be provided on each floor with trash and recycle bins. Only disposable trash in sealed plastic bags, not loose garbage, should be placed in the trash and recycle bins in these rooms. Items to be recycled will be collected in accordance with the current community recycling program. Feline/pet excrement (not including litter) shall be disposed of in the Residence toilet. Litter must be placed in a tightly sealed plastic bag and placed in the trash bins. Dogs need to be relieved outside the building.
A Resident with a large or bulky trash item, including moving boxes, may call the maintenance to make arrangements for it to be picked up.

Food waste, with the exception of bones, all cooking oils, fat, banana peels, onion skins, celery, coffee grounds and similar items, should be put down the garbage disposal in the kitchen sink.

For safety and to maintain a neat, clean environment, no trash of any kind should be put out in the building hallways.

6.1.14 Storage Facilities

Each independent living residence is assigned a storage cubicle in a storage area separate from the residence. Assisted living and nursing care apartments are not automatically assigned a storage cubicle.

- Locking of the assigned cubicle is the responsibility of the Resident. The storage areas themselves will remain locked with Resident access provided by use of his or her entrance key.
- Assistance in moving items into or out of the storage cubicle can be obtained by contacting a Customer Service associate.
- The Cardinal is not responsible for items stored in a Resident's assigned storage cubicle.
- Storage room aisles are designed for easy access to each storage space. Items may not protrude into, or be put on, the floors of the aisle. Flammable liquids, chemicals, pyrotechnics or ammunition may not be stored in any storage area or cubicle. Valuable or fragile items such as jewelry, china, paintings, etc., should not be stored in storage areas.

6.2 HOUSEKEEPING

The supervision of the Housekeeping function is the direct responsibility of The Cardinal management.

The primary functions of Housekeeping are:

- Basic housekeeping and cleaning services in the Residences
- Cleaning of all public spaces
- Laundering of The Cardinal washable goods.

6.2.1 Housekeeping Service

Housekeeping service is provided once every other week to each Independent Living Residence and weekly to each Health Center apartment. With certain exceptions during holidays to the degree scheduling permits, housekeeping services will be provided in the Residences at the same day and time.
Residents will be provided a schedule of housekeeping visits, and notified of any anticipated changes. In an effort to provide maximum utilization, management is not able to guarantee that the same housekeeper will service your Residence each time. Individual housekeepers may be rotated from time to time.

The Cardinal reserves the right to enter a Residence to perform routine housekeeping services in a Resident's absence, unless the Resident has signed an Access Limitation Form allowing entry only if the Resident is present. If this form is on file, and the Resident is not present at the scheduled housekeeping time, then The Cardinal will do its best to re-schedule housekeeping services.

### 6.2.2 Services Included in Routine Cleaning

- Cleaning top of refrigerator, stove, countertops and sink; sweeping and wet mopping the floor.
- Cleaning bathtub and showers, sink, countertops, toilet bowl, tank and tank cover, and mirror; sweeping and wet mopping the floor.
- Light, top surface dusting; vacuuming carpet.
- Light dusting, vacuuming carpet and linen change (clean linens must be provided by resident).
- Cleaning window sills, spot-cleaning carpet, trash removal; sweeping patio.
- Certain cleaning tasks will be accomplished by The Cardinal on a periodic basis, including:
  - Window washing, inside and out.
  - Carpet shampooing, if needed.

### 6.2.3 Services Not Included in Routine or Expanded Cleaning

- Housekeeping associates will not dust or clean flat surfaces where there might be a chance of breakage.
- Moving heavy furniture.
- Cleaning inside the refrigerator.
- Polishing silver or brass, etc.
- Personal laundry.

### 6.2.4 Extra Housekeeping Services

Extra housekeeping services may be requested from The Cardinal. These extra services would include, but are not limited to, those services not included in routine cleaning (as described above), or other services requested by the Resident and approved by The Cardinal. Under no circumstances will personal services be provided by the housekeeping such as bathing, hair styling, dressing, assistance with dining or administering or assisting with medication.

Charges for extra housekeeping services are outlined in Appendix A and will be added to the monthly statement.

For insurance reasons, Residents may not have housekeeping service performed by housekeepers who are not associates of The Cardinal without prior written approval from the Executive Director.
6.2.5 **Housekeeping Services in the Health Center**

Housekeeping and laundry services in Health Center apartments are more comprehensive than those provided in independent living residences. For more information on the housekeeping and laundry services that are provided in the Health Center, please refer to the current form of the Residence and Care Agreements for Nursing Care and Assisted Living.

6.2.6 **Carpet Cleaning**

Carpets will be cleaned depending on normal "wear and tear" and routine expanded cleaning schedules, as determined by The Cardinal.

Should, in the opinion of The Cardinal, special carpet cleaning is required in a Residence or in a public area due to a pet, unusual wear and tear, or general abuse, the responsible Resident will be charged for that service.

6.3 **SAFETY**

6.3.1 **Firearms**

Firearms are not allowed at The Cardinal.

6.3.2 **Vehicle Identification**

All Resident-owned vehicles will be required to display a small decal on the vehicle. Such decals will be individually numbered for proper vehicle identification. Decals will be issued by The Cardinal at the time of vehicle registration. In the event that a vehicle is added or disposed of, the Resident is responsible for notifying The Cardinal of the change. Residents who own vehicles are required to maintain current registration and appropriate insurance.

6.3.3 **In Case of Fire or Other Disasters**

All buildings are fully sprinkled. Emergency Fire Evacuation procedures are provided to Residents for strategic placement in the Residence for quick reference in the event of an emergency. In case of fire in a Residence building or the common areas of the main building, Residents should not use the elevators, but should proceed with caution to the nearest building exit. If instructed to remain in your Residence prepare yourself for evacuation and remain in your Residence until given further instructions.

A Community Disaster Plan is available. This plan includes a specific section on Fire and Evacuation. Residents are urged to read and to become familiar with the contents of the Disaster Plan.
6.3.4 Smoke Detectors, Residences

Every Residence will have a smoke detector installed. Smoke detectors report directly through the emergency call system and to communication devices.

6.3.5 Smoke Detectors, Public Areas

Public area smoke detectors are connected directly to the general fire alarm system and are monitored by an external alarm service.

If a public area smoke detector is activated, an audible alarm will sound in the immediate vicinity; alarms will automatically sound at the control desk in the Administrative area and the Fire Department automatically will be called by the external alarm service. A strobe light and horn will also be activated in each Residence wing of the involved building.

Cardinal associates will be dispatched to the location of an activated public area smoke detector. Residents should take action per the Emergency Fire Evacuation procedures.

6.3.6 Fire Drills

To promote safety and awareness, periodic fire drills will be held at The Cardinal. All fire drills scheduled by The Cardinal involving the Residents will be pre-announced. It is possible, however, that the local Fire Department may conduct fire drills from time to time without an advance warning to either associates or Residents.

6.3.7 Emergency Call System

Residents are equipped with an emergency call system in each bedroom and bathroom. If an emergency medical issue arises, assistance can be summoned by activating the emergency call system in the Residence. Life-threatening or critical medical emergencies will be referred to the appropriate off-site emergency medical authorities by calling 911. In Independent Living, the Emergency Call System will include a daily check-in system which sends a notification to the Resident relations associate desk each morning that the Resident is up and about. If the Independent Living Resident is unable to respond, a safety check will be performed by Cardinal staff.

6.4 COMMUNITY SERVICES

6.4.1 Scheduled Transportation

Transportation service is provided to residents on a scheduled basis in community vehicles. As a resident of The Cardinal you will also have access to the North Hills transportation program. * Note the Cardinal does not control the transport services of the North Hills Home Owners Association. A list of destinations, as well as departure and return times, will be established by The Cardinal and posted on the bulletin board in the postal and message center and the in-house television station. Scheduled transportation times and destinations are set from time to time by The Cardinal with input from the Resident’s. An appropriately licensed associate will drive the vehicle and assist Residents with packages. All scheduled trips depart from the

Resident Handbook May 2016
main entrance of The Cardinal unless otherwise indicated. The Cardinal reserves the right to re-schedule planned trips in the event of an emergency or in the event of an equipment failure.

6.4.2 Individual Transportation

Subject to availability, The Cardinal vehicles, with driver, will be available for local and area trips when requested by an individual Resident or Resident groups. Individual use is accommodated on a first come, first served basis, and may be reserved up to 30 days in advance. A minimum of two days advance notice is required. Estimated costs will be established in advance.
The Dining program offers Residents and guests a variety of dining venues. The Bistro offers casual all day dining featuring an “open kitchen” for demonstrations and cooking classes as well as breakfast, lunch and dinner featuring healthy dining choices, seasonal selections and Chef’s daily specials. The Veranda Dining Room and pub will be available for cocktails, dinner and other events such as Sunday Brunch.

The Cardinal management is responsible for the operation of all food and beverage areas in The Cardinal including the Clubhouse and Health Center.

The primary functions of Dining Services are:
- Planning menus for all food and beverages served in The Cardinal dining venues, and ordering food and supplies accordingly
- Preparing and serving the at The Cardinal
- Providing catered services for the Residents of The Cardinal at an additional fee

### 7.1 DINING SERVICES

#### 7.1.1 Dining Atmosphere

The overall dining program is designed to provide a variety of eating experiences. In order for the program to meet the expectations of all Residents, different dining venues have been established.

#### 7.1.2 Menus

Menus are prepared with sound nutritional considerations in mind. Menu selections which are low fat, low cholesterol in accordance with American Dietary Association "Heartsaver" guidelines are clearly indicated.

Standard menu items will be provided along with daily "specials." Standard menus are changed periodically in order to ensure "seasonal" variety.

#### 7.1.3 Service Hours

The hours for dining service will be established by The Cardinal, and may be changed periodically, based on input from Residents.

During holidays and special occasions, meal times may be modified based on input from Residents. Schedules for these meal times will be communicated well in advance.
7.1.4 Guest Meals

Guests are welcome at any meal. Charges for the guest meal will be included on the Resident's monthly bill or may be deducted from the Independent Living Resident dining account.

7.1.5 Special Diets

The menu is structured to provide the Resident with options that satisfy most diets. Less common diets prescribed by a Resident's physician may be prepared by Dining Services, if the capabilities exist to do so. Residents having special dietary restrictions should meet with the Community Nutritionist. An additional cost may be associated with special diets.

7.1.6 Nutrition/Diet Counseling

A Registered Dietitian will review all menus on a continuing basis. The Dietitian may be available to counsel individual Residents on such issues as nutrition, diets, and special diets. Appointments for counseling may be scheduled.

7.1.7 Dining Account

In Independent Living, each Resident will have a declining balance dining account based on a predetermined value included in the Fees. The menu offerings will include a wide range of options and flexibility in using your dining account. Your account can be used in any dining venue at The Cardinal, including meals eaten as a guest in the Health Center, and may also be utilized for guest dining and beverages. A dining account balance not utilized within the current month will be forfeited.

Residents in assisted living and nursing care apartments receive three meals a day and appropriate snacks as part of the Monthly Health Center Fee (for Assisted Living) or Daily Health Center Fee (for Nursing Care).

7.1.8 Catering Service

Dining Services will cater special events for a Resident in his or her Residence or in one of The Cardinal public areas at an additional fee. These services range from "party trays" that can be taken to the Residence, to full dinner parties. Since the primary function of Dining Services is preparing meals for Residents, reservations for catering services should be made as far in advance as possible. Arrangements for catering and parties may include food, beverages, room set-ups, decorations, wait staff and clean up. A Resident desiring catering service will be required to approve a written cost estimate prior to the event. Actual charges will appear on the Resident's monthly statement. A brochure will be available from Resident relations.

7.1.9 Tray Service

Meal delivery to the Residence can be arranged by contacting Dining Services the day of delivery, at least one hour prior to the start of that meal service. Additional fees may apply as described in Appendix A.
The Cardinal offers health care options for Residents that include assisted living, memory support and nursing care, should you require assistance due to a change in your health status. Fees for these services are outlined in the service offerings. Entry into the Health Center is subject to certain additional requirements, including the execution of an Assisted Living Residence and Care Agreement or Skilled Nursing Care Residence and Care Agreement, as applicable. Cardinal Residents will have access to the following healthcare services:

8.1 Assisted Living

Assisted Living cares for Residents who need assistance with the activities of daily living. Assisted Living offers three meals per day and appropriate snacks, a variety of social and therapeutic activities, and is staffed 24 hours a day. These services are provided within the scope of state licensure.

8.2 Memory Support

The Memory Support household is for Residents who have dementia or require memory enhancement services. The memory support center is designed to help Residents feel as comfortable as possible and features indoor and outdoor spaces for recreational activities and programs. Associates in memory support receive special training in order to provide the necessary programming and assistance with activities of daily living to the Residents. Dining service includes three meals per day served in a family style dining area, as well as appropriate snacks served in the kitchen. These services are provided within the scope of state licensure.

8.3 Nursing Care

Nursing Care is for Residents who require a more intensive nursing or rehabilitative services pursuant to plan of care developed with the Resident’s physician. Associates in nursing care are specially trained to provide supportive care and assistance. Dining service includes three meals per day, as well as appropriate snacks and a variety of social and therapeutic activities. Nursing Care is staffed 24 hours a day with Registered Nurses and certified nursing assistants. These services are provided within the scope of state licensure.
The Cardinal fosters a culture of service and desires to make a meaningful impact in our community. There are opportunities for volunteer service at The Cardinal. Opportunities may involve serving as a host to a special event, welcoming a new resident, joining one of the many Resident committees and/or leading a specialty class where you can share your expertise with others. External community opportunities are available at churches, hospitals, service organizations and schools. If you would like to know what volunteer opportunities are available, please see the Wellness Director.
Section 10  Conclusion

The guidelines set forth in this Handbook are for the benefit of the entire Community and are subject to amendment or revision by the Community as circumstances warrant. Any Resident seeking clarification of a stated policy or who otherwise has a comment or question is encouraged to contact the Executive Director or complete a Resident Suggestion form.
Exhibit G

The Cardinal at North Hills
Application for Residency
APPLICATION FOR RESIDENCY

This Application for Residency at Magnolia Glen will become a part of the Resident Agreement and must be completed in its entirety. The application includes General and Financial information. The Community affords equal treatment and access to its services for all persons without unlawful discrimination due to race, color, religion, sex, age, marital status, national origin, sexual orientation, ancestry, or disability. All information will be held in confidence.

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<td>Cell Number</td>
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Family or Persons to Contact for Assistance / Emergencies

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Power of Attorney:

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<td>City:</td>
<td>State:</td>
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<td>Phone Number:</td>
<td>Cell Number</td>
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### CONFIDENTIAL FINANCIAL INFORMATION

**Applicant information (Type or Print)**

Name: 

### FINANCIAL INFORMATION

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<tr>
<td>TOTAL MONTHLY INCOME:</td>
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</table>
THIRD PARTY INFORMATION:

If a third party will be paying for all, or a portion of your monthly rent, please list below the name and address of that individual:

Name: ____________________________________________________________

Address: _________________________________________________________

Telephone Number: _______________ Relationship to Resident: _______________

E-mail: ________________________________

Note: A letter and financial statement from the guarantor, if any, may be required.

I declare the answers to the foregoing questions to be true, full and complete to the best of my knowledge. Any material misstatement in the information or subsequent transfer of assets empowers the Community to void the application approval and/or resident agreement. I understand that the Community may verify statements given in this application.

Date: ___________________________ Signature: ________________________________

Print Name: ___________________________________________________________
CONFIDENTIAL HEALTH HISTORY

Please complete this section with your current health status.

1. Describe your current living situation below:
   □ Living with Spouse    □ Living Alone
   □ Living with Family    □ Other

2. Please describe your overall health status including physical and emotional well-being:
   Good    □     Fair    □     Poor    □

3. Have you had any major health concerns over the past 5 years?
   Yes    □     No    □
   If yes, please describe:

4. Have you had any medical conditions that required hospitalization in the past 12 months?
   Yes    □     No    □
   If yes, please describe:

5. Physician(s): i.e. Primary Care, Cardiologist, Ophthalmologist, Dentist, etc.

   Name: ____________________________    Name: ____________________________
   Address: ____________________________    Address: ____________________________
   Email: ____________________________    Email: ____________________________
   Phone: ____________________________    Phone: ____________________________
   Specialty: ____________________________    Specialty: ____________________________

5. How often do you see your Primary Care Physician / Specialist?
   Weekly    □     Monthly    □     Other    □

6. Do you use any devices to assist in your mobility? If yes, please check all that apply
   Cane    □     Walker    □     Wheelchair    □     Electric Scooter    □

7. Have you had any injuries or falls within the past 12 months?
   Yes    □     No    □
   If yes, please describe:

8. Do you require assistance with grooming, bathing or dressing?
   Yes    □     No    □
   If yes, please describe:
9. Please list the medications you are currently taking below:

<table>
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<tr>
<th>Medication</th>
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<th>Frequency</th>
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11. Do you need any assistance in managing your medications?
   Yes ☐    No ☐
   If yes, please describe: ____________________________

12. Do you have any known allergies?
   Yes ☐    No ☐
   If yes, please describe: ____________________________

13. Do you have any of the following:
    Diabetes ☐  Parkinson's ☐  Pacemaker ☐  Other ☐

14. Do you exercise regularly?
    Yes ☐    No ☐
    If so, how often? Daily ☐  Weekly ☐  Monthly ☐
    What types of exercises do you enjoy: ____________________________

15. Do you participate in Community Activities (social events, outings, golf, etc.)?
    Yes ☐    No ☐
    If yes, please describe: ____________________________
Exhibit H

The Cardinal at North Hills
Physician’s Report
Physician's Report

TO BE COMPLETED BY APPLICANT'S PHYSICIAN:

I understand that The Cardinal at North Hills is a Continuing Care or Life Care Community, and I desire to move in to an area that has not been licensed by the State as an Assisted Living or Nursing Home. I therefore understand that my health care needs are my personal responsibility.

Applicant's Signature: __________________________ Date: __________________________

Acceptance of an application is not conditioned upon perfect health. However, a current statement of your health completed by your physician is required prior to taking occupancy.

I hereby authorize the release of the medical information requested below to:

Community Name: THE CARDINAL AT NORTH HILLS Phone: __________________________ Fax: __________________________
Address: __________________________
Applicant's Signature: __________________________ Date: __________________________

Applicant's Name: __________________________ Date of Birth: ____________ □ Male □ Female
Height: ____________ Weight: ____________

Date of Last Examination: ____________ Length of time under your care: ____________

Diagnosis: __________________________
Other: __________________________

Contagious or Infectious Diseases: □ No □ Yes If yes, specify: __________________________

PHYSICAL/MENTAL HEALTH
(Please check where applicable)

1. General Health □ Good □ Fair □ Poor
2. Auditory Impairment □ None □ Mild □ Severe
3. Visual Impairment □ None □ Mild □ Severe

16. Oxygen Use □ No □ Yes
If yes, □ Occasionally □ Continuous
Does the applicant have any condition that poses a threat to themselves or others?  □ No  □ Yes  
If yes, explain:  


Is this applicant capable of living live independently?  □ No  □ Yes  


Based on your observation, is applicant mentally stable and sound? (Consider fatigue, excitability, irritability effect, headaches, insomnia, ability to concentrate, etc.)  
□ No  □ Yes  
Comments:


Relevant past medical history:


Page 2  
C-218  
11/02/2011
Resident Name:  

Physicians Signature: ___________________________ Date: __________________

Physician's Name (type or print): ___________________________

Physician's Address: ______________________________________

Physician's E-mail Address: ________________________________

Physician's Phone Number: ________________________________

Physician's Fax Number: ________________________________
Exhibit I

The Cardinal at North Hills
Appendix A
# THE CARDINAL
## FEES FOR OPTIONAL SERVICES
*Effective July 1, 2016 Independent Living*
*(Fees and services subject to change upon thirty (30) days advance notice to residents.)*

<table>
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<tr>
<td>$400 dollar meal credit per month for dining Guest Dining</td>
<td>Included. Prices as Posted Prices as Posted</td>
</tr>
<tr>
<td><strong>Other:</strong></td>
<td></td>
</tr>
<tr>
<td>Requested Tray Service</td>
<td>$5 per tray</td>
</tr>
<tr>
<td><strong>Wellness Services:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Transportation/Programming:</strong></td>
<td></td>
</tr>
<tr>
<td>Scheduled Transportation within 10 mile radius</td>
<td>Included</td>
</tr>
<tr>
<td>Transportation outside of 10 mile radius</td>
<td>Cost Provided in Advance</td>
</tr>
<tr>
<td>Medical or Shopping on Non-Scheduled Transportation Day Special Programs and Outings</td>
<td>$35 Cost Provided in Advance</td>
</tr>
<tr>
<td><strong>Environmental Services:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Housekeeping Services:</strong></td>
<td></td>
</tr>
<tr>
<td>Cleaning of Apartment – every other week</td>
<td>Included</td>
</tr>
<tr>
<td>Specialized Housekeeping Services</td>
<td>$40 per hour</td>
</tr>
<tr>
<td>Project Work</td>
<td>Prices Determined per Function Available</td>
</tr>
<tr>
<td>Specialized Laundry Services Basic Laundry Services</td>
<td>Upon Request. Prices Posted Included</td>
</tr>
<tr>
<td><strong>Maintenance Services:</strong></td>
<td></td>
</tr>
<tr>
<td>Normal Maintenance and Repair of Apartment</td>
<td>Included</td>
</tr>
<tr>
<td>Specialized Maintenance Service</td>
<td>$35 per hour plus Supplies</td>
</tr>
<tr>
<td>Apartment Transition Support/Removal of Unwanted Items</td>
<td>$250</td>
</tr>
<tr>
<td><strong>Other Services:</strong></td>
<td></td>
</tr>
<tr>
<td>Monthly Pet Fee</td>
<td>$25 per month</td>
</tr>
<tr>
<td>Emergency Response System</td>
<td>Included</td>
</tr>
<tr>
<td>Wireless Response Pendant</td>
<td>$25/month</td>
</tr>
<tr>
<td>Pendant Replacement</td>
<td>$150 dollars</td>
</tr>
<tr>
<td>Roll Away Bed</td>
<td>Provided as requested</td>
</tr>
<tr>
<td>In-house Apartment Transfer Fee</td>
<td>$1,000</td>
</tr>
<tr>
<td>Second Occupant Fee</td>
<td>$780 per month</td>
</tr>
<tr>
<td>Business Services</td>
<td>Included with exception of stamps</td>
</tr>
<tr>
<td>Local Long Distance Phone Service</td>
<td>$35 per month</td>
</tr>
<tr>
<td>Returned Check</td>
<td>$50 per Check</td>
</tr>
<tr>
<td>Late Fee (Rent payments are due on the 1st of each month)</td>
<td>1.5% per month until paid</td>
</tr>
<tr>
<td>Second Underground Parking Space</td>
<td>$50 per month</td>
</tr>
</tbody>
</table>
Appendix A Acknowledgement

The undersigned acknowledge receipt of the schedule of Fees for Optional Services:

Resident Signature __________________________ Date __________________________

Resident/Responsible Party Signature __________________________ Date __________________________

Community Representative Signature __________________________ Date __________________________
Exhibit J

The Cardinal at North Hills
Assisted Living Residence and Care Agreement
The Cardinal at North Hills

THE CARDINAL AT NORTH HILLS
ASSISTED LIVING AND MEMORY CARE
RESIDENCE AND CARE AGREEMENT

PREPARED FOR
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APPENDIX A  FEES FOR OPTIONAL SERVICES AND LEVELS OF CARE
APPENDIX B  FINANCIAL STATUS
APPENDIX C  STATEMENT OF RESIDENTS' PERSONAL RIGHTS
APPENDIX D  RESIDENT HANDBOOK
THE CARDINAL AT NORTH HILLS
HEALTH CENTER
ASSISTED LIVING
RESIDENCE AND CARE AGREEMENT

This Residence and Care Agreement ("Agreement") is made by and among The Cardinal at North Hills Healthcare, LLC, ("Cardinal Healthcare" doing business as “The Cardinal Health Center” located at 311 Garden at North Hills Street, Raleigh, North Carolina 27609, and its agent Kisco Senior Living, LLC, a Delaware limited liability company ("Kisco Senior Living"), on the one hand, and _____________________________
___________ ("you") on the other. Where appropriate, Cardinal healthcare and Kisco Senior Living are collectively referred to in this Agreement as “we”, “us” or “our”. (If more than one person is signing this Agreement, “you” refers to each of you individually and to both of you together.)

Cardinal Healthcare operates The Cardinal Health Center, which is the assisted living, memory care and skilled nursing component of The Cardinal, a licensed Continuing Care Retirement Community located in Raleigh, North Carolina, which provides residences, care and services to persons 62 years of age and older ("The Cardinal"). Kisco Senior Living manages The Cardinal Health Center on behalf of Cardinal Healthcare. For the purposes of this agreement, the term Cardinal Health Center refers only to Assisted Living and Memory Care residences and residents. The Cardinal is operated on a non-discriminatory basis and affords equal treatment and access to services to eligible persons regardless of race, color, religion, creed, gender, national origin, ancestry, or sexual orientation.

You have applied for accommodations at The Cardinal Health Center for Assisted Living or Memory Care and your application has been accepted. The purpose of this Agreement is to provide a statement of the services that we will furnish to you at The Cardinal Health Center, and the other legal obligations that The Cardinal Health Center will assume. This Agreement also sets forth your legal obligations to The Cardinal health Center, both financial and non-financial. If your move to The Cardinal Health Center is temporary in nature then this Agreement supplements, but does not replace or amend, the Independent Living Residence Agreement you signed when you became a resident of the independent living area of The Cardinal. If your move to The Cardinal Health Center is permanent then the Independent Living Residence Agreement will terminate in accordance with the provisions therein.

I. CORE SERVICES
You will be provided with the following Core Services at The Cardinal, subject to the terms of this Agreement. These Services are included in your Monthly Fee unless otherwise indicated. If you (singly or jointly with another person) currently occupy a Residence in the Independent Living area of The
Cardinal, the Monthly Health Center Fee is in addition to any fees that may be owed to The Cardinal with respect to that Residence, in accordance with your Independent Living Residence Agreement.

a. Living Accommodations

i. Residence. You have chosen to live in Apartment #___________ ("the Apartment") at The Cardinal Health Center. You may live in the Apartment on a month-to-month basis, subject to the terms of this Agreement and to the general policies of The Cardinal health Center, contained in the Resident Handbook, attached as Appendix D, as it now exists and as it may be later amended, and to the other written rules and policies of The Cardinal Health Center.

ii. Utilities. Utilities included in the Monthly Fee for the Residence are electricity, water and sewer, trash removal, basic internet/data services, and basic cable TV service. You are responsible for paying for all other utilities and service charges including local and long distance telephone charges, premium internet/data services and premium TV service fees. The Cardinal reserves the right to establish maximum usage levels, and to charge you for any excessive or unreasonable usage due to waste or abuse.

iii. Furnishings. Your Apartment comes equipped with basic furnishings, appliances and floor and window coverings. You are also free to use your own small electric appliances and special equipment, provided that The Cardinal Health Center’s safety standards are met. For your safety and the safety of all the other residents of The Cardinal Health Center, cooking in your Apartment is not allowed. You may furnish the Apartment with your own furniture, if appropriate for your health condition and provided that The Cardinal Health Center’s safety standards are met. You may decorate your Apartment with items that are not permanent fixtures to the Apartment and can be easily removed without changing or damaging the aesthetic or structural integrity of the Apartment. You or your estate will be responsible for removing furnishings and other items when your Apartment is vacated.

iv. Maintenance. We will perform all necessary maintenance and repairs of the Apartment and the furnishings and equipment provided by The Cardinal at our expense. You will be responsible for any necessary maintenance and repairs of equipment and furnishings you provide. You will be responsible for reimbursing the Community for any damage to the Apartment or the furnishings and equipment provided by The Cardinal other than normal wear and tear.

v. Alterations. Any physical change to the Apartment requires the prior written approval of the Executive Director of The Cardinal, and shall be made at your own expense. If you
obtain such approval, you will be responsible for restoring the original décor when the Apartment is vacated, unless we specifically exempt you from this requirement in writing. No structural changes to your Apartment are allowed.

vi. **Common Facilities.** You will be entitled to share with all other residents of The Cardinal Health Center the use of the common areas, including the dining areas, lounge areas, beauty/barber shop, multi-purpose rooms and recreation rooms. We may change or reconfigure common spaces in the future at our discretion.

b. **Laundry**

Basic personal laundry and linen services are provided as described in the Resident Handbook. Additional or more frequent laundry services are available and will be charged as set forth in Appendix A. You are responsible for your personal dry cleaning.

c. **Housekeeping**

The Cardinal will provide housekeeping services in your Apartment as described in the Resident Handbook. Additional housekeeping services as needed or requested will be available for an additional charge (see Appendix A).

d. **Personal Supplies**

We assume that residents wish to provide their own supplies for personal care and hygiene. However, if you are unable to provide such supplies or choose not to provide them, we will provide you with personal items for an additional charge (see Appendix A).

e. **Meals**

Three meals will be served daily to residents at The Cardinal Health Center and snacks will likewise be made available. Those meals and snacks are included in your Monthly Health Center Fee. We will also accommodate some special diets, if prescribed by your physician as a medical necessity, for an additional charge. You will also be charged a fee for any special diets or supplements not prescribed by your physician that you request and that we agree to provide.

i. **Tray Service.** We will provide tray service to your Apartment, as set forth in the Resident Handbook. There may be an additional charge for room service as set forth in Appendix A.

ii. **Guests.** Guests are welcome to any meal as set forth in the Resident Handbook. There will be a fee for guest meals (see Appendix A).

f. **Planned Activities**

The Community has a program of social, emotional, intellectual, physical, spiritual and vocational activities, both at and away from The Cardinal health Center. You are welcome to participate in such activities as desired. There may be an extra charge for some of the activities
offered by the Community which require additional supplies or services provided by an outside vendor or outings which are away from The Cardinal Health Center as set forth in Appendix A.

g. Transportation
We will make available to residents or otherwise assure the provision of scheduled transportation to the nearest appropriate health facilities for medical and dental appointments, social services agencies, shopping and recreational facilities, and religious activities as outlined in the Resident Handbook. We will provide or arrange for additional personal transportation for a charge (see Appendix A).

h. Emergency Response and Fire Protection
Your Apartment will be equipped with an emergency call system, smoke detector and sprinkler system. The call system is monitored 24 hours per day to alert staff to emergencies and illnesses. When the staff at The Cardinal determines that, in its judgement, an emergency exists, staff will call 911.

II. PERSONAL ASSISTANCE AND CARE
Staff of The Cardinal Health Center will regularly observe your medical condition and help identify health, dietary and social needs or needs for special services. In accordance with your plan of care and applicable North Carolina law, The Cardinal Health Center will provide you with the care and services necessary to enable you to attain and maintain the highest practical level of physical, emotional, and social well-being within the appropriate setting.

a. Assisted Living Services
Assisted living care and services will be provided in a designated apartment or specific common areas related to assisted living. Services include, but are not limited to: assistance with activities of daily living, such as bathing, dressing, ambulating, and assistance with medications; scheduling of medical, dental and business appointments; providing incidental medical care, as appropriate, accessing community resources and transferring to outside facilities as needed and proscribed by your primary care physician and intervening on your behalf in the event of an emergency.

b. Memory Support Services
Memory care services will be provided for residents with Alzheimer’s disease and other forms of dementia. These services will be provided in a designated, secured memory support area within The Cardinal Health Center. Services include, but are not limited to: assistance with activities of daily living, such as bathing, dressing, ambulating, and assistance with medications; scheduling of medical, dental and business appointments; providing incidental medical care, as appropriate,
accessing community resources and transferring to outside facilities as needed and proscribed by your primary care physician and intervening on your behalf in the event of an emergency.

c. Establishing Levels of Care

Personal care services packages are offered to residents of The Cardinal Health Center dependent on their specific needs. The scope and pricing of these levels of care and services may be changed at The Cardinal Health Center’s discretion upon thirty (30) days’ written notice to you. When you applied for move-in to The Cardinal Health Center, the professional staff performed an appraisal of your needs and determined with you and your physician the appropriate level of service for you, as set forth in Section VI.A. We will periodically reappraise you as needed in light of your changing needs to determine the appropriate level of service that you require. The current fees for the various Levels of Care at The Cardinal Health Center and the description of these Levels are set forth in attached Appendix A. These fees are subject to change provided in Section VI.C below.

III. OPTIONAL SERVICES

The Cardinal Health Center will make available to you several optional services at an extra charge, to be billed on a monthly basis. Some of the optional services offered by The Cardinal Health Center include:

1. Guest meals and services;
2. Tray Services;
3. Personal Transportation and supervision;
4. Beauty/barber shop services;
5. Provision of certain personal supplies described in Section I.D above;
6. Additional laundry and housekeeping services beyond those referenced in Sections I.B and I.C above;
7. Repairs and maintenance of personal items; and
8. Any other optional services that we elect to offer in the future.

The current fees for optional services at The Cardinal Health Center are set forth in attached Appendix A, and are subject to change as provided in Section VI.C below.

IV. EXCLUDED HEALTH-RELATED SERVICES

The Cardinal health Center shall not be responsible for furnishing or paying for any health care items or services not expressly included in this Agreement, including but not limited to home health, hospice, physicians' services, nursing services, surgery, hospital care, home care, personal service provider, treatment or examination of eyes or teeth, medications, medical supplies, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic appliances, prosthetic devices, laboratory tests, x-ray services, toiletries...
and personal supplies not required to be provided under Section 1.D above, or other care equipment beyond The Cardinal Health Center’s routine levels of staffing and equipment.

V. TERM OF AGREEMENT

This Agreement shall be in effect from month to month, unless and until it is terminated as set forth in Section VIII below.

VI. FEES

a. Monthly Fee

   Monthly Fee for Resident One: ________________
   Fee for Level_______ Care (if applicable): ________________
   Total Monthly Fee for Resident One: ________________
   Check here if Single Occupancy: ☐
   Monthly Fee for Resident Two: ________________
   Fee for Level_______ Care (if applicable): ________________
   Total Monthly Fee for Second Resident: ________________
   Grand Total: ________________

Prior to occupancy of your Apartment, you will be responsible to pay your entire Monthly Health Center Fee for the first month of occupancy. If you begin occupying your Apartment on a day after the first day of the calendar month, your Monthly Health Center Fee will be prorated accordingly and appear on your first monthly statement. If your Apartment is occupied by two Residents and it reverts to single occupancy, the remaining Resident shall pay the fee for “Core Services for Resident One” and the fee for the appropriate level of care for that resident. The Monthly Health Center Fee is payable in advance by the first (1st) day of each calendar month, and is considered delinquent if not received by the fifth (5th) day of the month. Your right to occupy and use the Apartment and to receive services at The Cardinal Health Center is contingent upon timely payment of the Monthly Fee and all other applicable charges and fees under this Agreement.

b. Fees for Levels of Care and Optional Services

The charges for all Levels of Care and for all optional services at The Cardinal Health Center shall be as set forth in Appendix A, which is attached to this Agreement. Appendix A is subject to change from time to time. You will be given notice of any planned change in the fees set forth in Appendix A, as described in subsection D below. Charges for optional services will be billed on your monthly statement, and are payable by the first (1st) day of each calendar month and
considered delinquent if not received by the fifth (5th) day of the month.

c. **Community Fee**
   You shall pay a Community Fee of _______________________________ dollars ($__________________) upon your move-in to The Cardinal Health Center.

d. **Adjustments to Fees or Services**
   i. **Fees.** The community shall give thirty (30) days’ prior written notice to you of any change in the Monthly Health Center Fee, as set forth in Appendix A, fees for levels of care, or in the charges for optional services. However, as described in Section VI.G, if you begin receiving a different level of care, including beginning to receive Memory Care services, the rate for the new level of care shall be charged immediately. In the event of a rate increase, The Cardinal health Center will include with the notice of the increase the reasons for the increase and a general summary of the additional costs that led to the increase.
   
   ii. **Services.** The Community may modify the services provided under this Agreement upon thirty (30) days’ prior written notice, provided that the services do not fall below the standard established by applicable North Carolina regulatory authorities.

e. **Payments and Failure to Make Payments**
   You will be required to make all payments due to The Cardinal Health Center in a timely manner and otherwise fulfill your financial obligations to The Cardinal Health Center. We do not accept SSI/SSP eligible residents for move-in to The Cardinal Health Center. Payment shall be made to The Cardinal Health Center by check or money order and either mailed to _______________________________________ or delivered to the business office at The Cardinal Health Center, or you may arrange for automatic payments from a financial institution. If you fail to pay your Monthly Health Center Fee or other charges by the Fifth (5th) day of each calendar month, The Cardinal Health Center may charge you a late payment as described in Appendix A on your then-current Monthly Health Center Fee for each delinquent payment. You will receive a monthly statement that itemizes any fees or charges you have incurred. Returned checks shall be subject to a penalty as described in Appendix A.

f. **Guarantor**
   Your care and services at The Cardinal Health Center shall be guaranteed by _______________________________ ("Guarantor"). You agree to provide The Cardinal Health Center with timely written notice of any change in Guarantor's financial condition, address, or telephone number. By signing below, Guarantor agrees promptly to pay all fees and charges incurred by you or on your behalf under this Agreement. The foregoing is a
guaranty of payment and not of collection, and The Cardinal shall have no obligation to file suit or obtain a judgment against you prior to enforcing its rights against the Guarantor.

g. Change of Level of Care
The staff of The Cardinal Health Center will perform a periodic reappraisal of your needs. If we determine that you need a different level of care than that which you are currently receiving, The Cardinal Health Center will provide you and your responsible person, if applicable, with written notice of the change. You agree to change to a level of care appropriate to your needs. The rate for the new level of care, as set forth in Appendix A, shall apply immediately.

VII. TRANSFERS

a. Transfer for More Appropriate Care
The area of The Cardinal Health Center in which you will reside is licensed by the state of North Carolina for assisted living, however it is not designed to provide higher levels of care such as nursing or care for serious mental or emotional disorders. You may remain in the assisted living or memory care area of The Cardinal Health Center as long as doing so is permitted by applicable licensure laws and fire safety standards, and, in the judgment of the staff of The Cardinal Health Center, your care needs and levels of functioning are consistent with those of other residents and with the level of staffing and facilities offered at The Cardinal Health Center, and your presence does not create a danger to yourself or others. If the staff of The Cardinal Health Center determines that it is inappropriate for you to remain in your Apartment, you may be asked to move to the nursing care area of The Cardinal Health Center or to an outside facility, and this Agreement will terminate in accordance with Section VIII. During your transition to another setting that can meet your needs, you may be required to obtain temporary one-on-one care from an outside provider as determined at the sole discretion of the Executive Director. You will be financially responsible for this service which will be billed directly to you by the responsible company or The Cardinal Health Center in accordance with Appendix A.

b. Substitution of Apartment
We may need to substitute your Apartment with another to comply with any law or lawful order of any authorized public official, or for any other reasonable purpose, as determined by The Cardinal Health Center. You agree to such substitution and agree to pay the Monthly Health Center Fee applicable to the new Apartment.

c. Voluntary Apartment Change
Your request for a change of apartment may be granted at The Cardinal Health Center’s discretion. You will pay the then-applicable Monthly Health Center Fee for the new Apartment
beginning on your first day of occupancy. If you move on a day other than the first day of the month, any difference in rates between your current Apartment and the new Apartment will be credited or debited to your account, as the case may be, on a pro rata basis. You will be responsible for all costs associated with the move, including an apartment transfer fee as noted in Appendix A.

VIII. TERMINATION

a. Termination by You

You may terminate this Agreement at any time, with or without cause, by giving The Cardinal Health Center thirty (30) days’ prior written notice of termination, with the exception of your death wherein this agreement terminates automatically. After termination, you will continue to be responsible for your full Monthly Health Center Fee until the thirty (30) day period has expired and all your property is removed.

b. Termination by Community

i. Upon Thirty (30) Days’ Notice, The Cardinal health Center may terminate this Agreement upon thirty (30) days’ written and verbal notice to you and your Legal Representative and/or Responsible Person, if applicable, if any of the following events occur:

   a. Nonpayment of the Monthly Fee within ten (10) days of the due date;
   b. Your failure to comply with State or local law after receiving written notice of the alleged violation;
   c. Your failure to comply with general policies of The Cardinal Health Center as described in this Agreement, in the Resident Handbook, or as determined by the Executive Director; or
   d. If after move-in, it is determined that discharge is necessary for your welfare because your needs can no longer be met at The Cardinal Health Center.

ii. Upon Three (3) Days’ Notice. In addition, The Cardinal Health Center may terminate this agreement upon three (3) days written notice for good cause. Good cause exists if we determine that your continued presence at The Cardinal Health Center poses a threat to the mental and/or physical health or safety of yourself or to the mental and/or physical health or safety of others in the Community.

iii. Notice. If the community terminates this Agreement under Section VIII.B., you and your personal representative (if any) shall receive a notice describing the reasons for such termination.
iv. **Appeal.** If you wish to appeal a termination, you may do so by requesting a review in writing to the Chief Financial Officer of Kisco Senior Living within ten (10) days following the termination notice. The Chief Financial Officer or designee will schedule a meeting with you and your representatives during which you can present reasons why the termination should not occur. The Chief Financial Officer will then make a final determination which will be provided to you in writing.

v. **Conditions That May Lead To Reassessment.** Please note that the following conditions, among others, may lead to a reassessment and a termination of your residency in accordance with paragraph VIII.B.1.d above. Termination may occur if:

a. You do not meet the requirements for residency established by state law and regulations.

b. You present an immediate physical threat or danger to yourself or others.

c. You have active communicable tuberculosis or another communicable disease.

d. You require 24-hour skilled nursing or intermediate care or have an unstable medical condition which requires more than routine care by a licensed professional.

e. You have needs in conflict with other residents or the programs of services offered, or require more care and supervision than other residents.

f. You have a primary need for care and supervision that results from dementia or a mental disorder resulting in ongoing behavior which would upset the general resident group, or which would require us to provide to you a greater amount of care and supervision than other residents at The Cardinal Health Center or if you cannot generally benefit from the program of services available at The Cardinal Health Center.

g. You are bedridden as defined by state licensing regulations or are unable to independently transfer or require multi-person transfers.

h. You refuse to accept services required in order for The Cardinal Health Center to meet your needs.

i. You have health care needs that cannot be met at The Cardinal Health Center for reasons such as licensure, design or staffing, including, but not limited to, conditions that require physical or chemical restraints, unstable mental health diagnosis, swallowing difficulties or other conditions that create a choking risk, complex special diets that cannot be self-managed, the inability to self-manage insulin or other injections ordered by a physician, inability to self-manage the
administration of supplemental oxygen, severe circulatory disorders, unmanageable incontinence, stage III or IV skin ulcers, any unstable medical condition or conditions that cannot be accommodated by The Cardinal Health Center as defined by state licensing regulations.

j. Your personal physician has determined that you require services not available at The Cardinal Health Center.

k. If your condition changes so that you are considered a wandering or significant fall risk or if you are unable to respond to verbal instructions in an emergency and your needs cannot be met through the Memory Care program.

l. You have fluctuating or high levels of medication administration including, but not limited to, frequent changes or readjustment of medications, multiple physicians prescribing resident medications, or combinations of medications or medical regimens prescribed by the physician beyond The Cardinal Health Center's scope of services or the staffs' training and skill or do not comply with state licensing regulations.

c. **Your Death**

This Agreement shall terminate automatically upon your death. Your estate will receive a refund of any unused pro rata portion of your Monthly Health Center Fee within thirty (30) days following removal of all property from your Apartment.

d. **Move Out and Refund**

i. **Vacating Apartment.** If this Agreement is terminated for any reason, you or your estate must vacate the Apartment and remove all of your property from it. You or your estate shall remain liable for the Monthly Health Center Fee, calculated at the lowest level of care, until all property is removed from your apartment and it is restored to a clean condition (except for normal wear and tear), whichever occurs later. The Cardinal Health Center may also remove your property from the Apartment and charge you or your estate a property storage fee if either you or your estate fails to vacate the Apartment and remove your personal belongings from it in a timely manner. If you or your estate abandons your personal property following termination of this Agreement, The Cardinal Health Center shall have the right to dispose of such abandoned property in accordance with state law. The Cardinal Health Center has the right to enforce the provisions of this section by appropriate legal proceedings.

ii. **Refund of Unused Portion of Monthly Health Center Fee.** Following termination of this Agreement, The Cardinal Health Center will pay you or your estate a refund equal to any
Monthly Health Center Fees received by The Cardinal in excess of those required by VIII.D.1. above, or other amounts that The Cardinal Health Center owes to you, minus the following: (i) the amount of any unpaid Monthly Health Center Fees or other charges that you owe to The Cardinal Health Center under this Agreement; (ii) the costs of repairing any damage to the Apartment that is not caused by normal wear and tear; (iii) the costs of repairing any of The Cardinal Health Center’s property that was damaged by you or your visitors; and (iv) any expense incurred by The Cardinal Health Center to remove and/or store any of your property that was not removed when you vacated the Apartment. You or your estate will receive any refund that is due within thirty (30) days following the effective termination date.

iii. Survival. Section VIII.D. Shall survive the termination of this Agreement.

e. Couples
If there are two residents under this Agreement, and one dies or permanently vacates the Apartment, this Agreement shall continue in full force and effect and the then-current Monthly Health Center Fee applicable to single occupancy of the Apartment at the level of care for the remaining resident shall apply.

IX. YOUR PROPERTY RIGHTS AND OBLIGATIONS

a. No Management or Property Interest
This Agreement shall give you no property right or management interest in The Cardinal Health Center, The Cardinal, or any of their assets. In addition, you shall have no right to any of The Cardinal Health Center's personal property, including furnishings and fixtures in the Apartment or in the common areas at The Cardinal Health Center.

b. Property Loss and Damage
The Cardinal shall not be responsible for the loss of any property belonging to you due to theft, fire, water damage, or any cause beyond the control of The Cardinal, whether in your Apartment or elsewhere on the Community property. The Community strongly encourages you to obtain insurance protection to cover the full replacement value of your personal property. You shall also be responsible for any loss or damage that you or your guests cause to property at The Cardinal, excluding ordinary wear and tear. You hereby agree to indemnify and reimburse the Community for any loss or damage suffered by the Community as a result of your or your guests’ or invitees’ carelessness or negligence.

c. Right of Entry
For your safety and comfort, the staff of The Cardinal Health Center must be permitted to enter
the Apartment to perform basic housekeeping services, respond to emergencies, make repairs and improvements, and perform other management functions as we deem necessary or advisable. In addition, because components of The Cardinal Health Center are licensed under the North Carolina nursing home laws, any duly authorized agent of the North Carolina Department of Health and Human Services (the “Department”) may, upon stating the purpose of the visit, enter and inspect any licensed portion of The Cardinal Health Center, which may include your Apartment, without advance notice. We shall also have the right to show the Apartment to prospective residents at any reasonable time during the thirty (30)-day period prior to the termination date for this Agreement. Whenever feasible, our staff will attempt to give you reasonable notice before entering the Apartment.

d. **Keys and Locks**

The Cardinal shall provide you with a set of keys or electronic key fobs or cards to access your Apartment and the common areas within The Cardinal. If you wish to make a duplicate of a key, the key must be duplicated through services provided by the Community. You are prohibited from distributing a key or a duplicate of a key to anyone without first obtaining the Community’s approval. Upon its approval, the key to be distributed to an individual identified by you must be registered with the Community. The Cardinal shall not be responsible for any loss, damage or theft of any personal property belonging to you, your estate or your guests as a result of the duplication of your key(s). You agree not to install additional locks or gates on any doors or windows of the Apartment without The Cardinal’s express written consent. If the Community approves your request to install such locks, you shall provide Community management with a key to each lock. Upon termination, you agree to return all keys, key fobs, access cards, and other access devices for the Apartment and the common areas within The Cardinal.

X. **OTHER PERSONAL OBLIGATIONS**

a. **Your Liability to Others**

You accept full responsibility for any injury or damage caused to others, or suffered by you, as a result of your own acts or omissions, and those of your guests or invitees, and you shall indemnify and hold harmless The Cardinal and its respective directors, agents, and employees (also referred to as associates) from any and all liability for such injury or damage, including attorneys’ fees. We recommend that you maintain general liability insurance in an amount and form sufficient to cover such liability. You may be required to maintain additional insurance for personal service providers hired by you, including worker’s compensation insurance, if and to the extent set forth in The Cardinal’s policies and procedures.
b. **Third Party Liability**

If you are injured as the result of an act or omission of a third party, you hereby grant the Community a lien on any judgment, settlement, or recovery in the amount of any expense incurred by The Cardinal in caring for you as the result of such injury that is not reimbursed directly to the Community by you or by another source. You agree to cooperate in the diligent prosecution of any claim or action against the third party.

c. **Personal Affairs**

You agree to make reasonable advance arrangements in the event of your death or incompetence. You may want to assign a Durable Power of Attorney (POA) for health care and financial decision-making and we encourage you to seek appropriate professional or legal advice regarding your options.

d. **Home Care/Personal Service Providers**

Subject to applicable North Carolina assisted living laws and regulations, you may arrange for home care or other personal services in your apartment. You and all providers of home care or other personal services agree in writing to adhere to and comply with the Community Policies for Personal Service Providers. If you arrange for such services, you accept full responsibility for the cost of such services. You understand and agree that The Cardinal shall not be liable for any loss, damage, or injury to you, another Resident, or any other person caused by providers of home care or other personal services. The Cardinal reserves the right to review credentials of all personal service providers and to approve or prohibit the use of particular personal service providers. As a condition of its approval, all personal service providers must provide the Community with an appropriate release and indemnification agreement, proof of workers’ compensation and liability insurance, as well as proof that such personal service providers are free of tuberculosis and/or any other contagious or communicable disease, and are subject to a criminal background check, as well as compliance with any other requirements or policies put in place by The Cardinal from time to time. To the extent required, you shall confirm that any approved personal service provider has workers’ compensation insurance coverage. In the absence of such coverage, you are required to provide workers’ compensation insurance to the extent required by law. The Cardinal reserves the right to terminate your authorization to utilize personal service providers in the event that you or they do not comply with the requirements, or you require transfer to another level of care under Article VII. The Cardinal does not monitor the services of personal service providers and is not responsible for their actions or inactions or any harm or liability they may cause.
e. **Relationships Between Residents and Associates**

You agree to cooperate with the staff of The Cardinal Health Center in performing their duties to maintain your Apartment and provide the care and other services described in this Agreement and in your care plan. The Cardinal instructs the Community associates to be cordial and helpful to Residents. The relationship between Residents and associates should at all times remain professional. Associates must not be delayed or deterred by Residents in the performance of their duties. The supervision of associates comes from the Community supervisors and not from Residents. Any complaints about associates or requests for special assistance must be made to the appropriate supervisor or to the Executive Director. Giving gratuities or bequests to associates or associate’s families is not permitted under any circumstances. You agree not to hire The Cardinal associates or solicit such associates to resign to work for you without the prior written consent of the Community to such arrangement. You agree not to hire any former Community associate without the written consent of The Cardinal.

XI. **LEGAL REPRESENTATIVES, RESPONSIBLE PARTIES, GUARANTORS**

a. **Legal Representative**

A Legal Representative is an individual who has authority to act on the Resident's behalf, under independent legal authority. Examples of a Legal Representative include a guardian, a conservator, or the holder of a Durable Power of Attorney executed by the Resident. Documents evidencing a person's Legal Representative status must be provided to us. If a Resident has a court appointed guardian or conservator, the guardian or conservator is required to sign this Agreement.

b. **Responsible Party**

A Responsible Party is an individual who voluntarily agrees to honor certain specified obligations of the Resident under this Agreement without incurring any personal financial liability. Examples of a Responsible Party include a relative or a friend of the Resident. We will require a person to sign this Agreement as a Responsible Party if the person has legal access to or physical control of the Resident's income or resources to pay for the care and services we provide and others that you request. We may decline to admit any Resident who has no source of payment for all or part of the Resident's stay.

c. **Guarantor**

A Guarantor is an individual who has agreed to be personally liable to pay for all amounts you owe to The Cardinal Health Center for the care and services provided hereunder. A Responsible Party or Legal Representative is not a Guarantor unless the person serving as Responsible Party
or Legal Representative also executes this Agreement as a Guarantor. If there is a Guarantor, you agree immediately to give The Cardinal Health Center written notice of any change in the Guarantor's financial condition, address, or telephone number. By signing this Agreement, the Guarantor agrees promptly to pay all fees and charges incurred by you or on your behalf under this Agreement. This is a guaranty of payment and not of collection, and The Cardinal shall be entitled to proceed directly and immediately against the Guarantor for any overdue fees or charges without any requirement to exhaust its remedies against you.

d. **Rights and Obligations of a Legal Representative and Responsible Party under this Agreement**

1. If you sign this Agreement as a Legal Representative or Responsible Party, you incur no personal financial liability by doing so.

2. If you sign this Agreement as a Legal Representative or Responsible Party, you agree to use the Resident's available income and resources to pay for the Resident's care and services.

3. By signing this Agreement as a Legal Representative or Responsible Party, you also agree to apply for benefits to which the Resident may be entitled and to furnish third party payers with information and documentation concerning the Resident which reasonably is available to you and which is necessary to the processing of the Resident's application for third party payor benefits.

4. By signing this Agreement as a Legal Representative or Responsible Party, you have the right to participate in the care planning process for the Resident, and we will use reasonable efforts to notify you where there is:
   a. An accident or incident involving the Resident that results in injury and has the potential for requiring physical intervention;
   b. A significant change in the Resident's physical, mental, or psychosocial status; or
   c. A need to alter the Resident's treatment significantly.

You are also entitled to receive all notices required to be sent to the Resident by current law or by this Agreement.

XII. **MISCELLANEOUS**

a. **Accuracy of Application Documents**

As part of your application to The Cardinal Health Center, you have filed application forms. You warrant that all information contained in these documents is true and correct, and you understand that we have relied on this information in accepting you for residency at The Cardinal Health
b. **Examination of Records**
   You acknowledge that the Department of Health and Human Services or any other State licensing agency may inspect your residency and care records as part of an evaluation of The Cardinal Health Center.

c. **Resident Handbook**
   You agree to abide by the general policies of The Cardinal Health Center contained below and in the Resident Handbook, as it now exists or as it may later be amended at the discretion of The Cardinal Health Center. You received a copy of the current Resident Handbook when you signed this Agreement. We reserve the right to amend the Resident Handbook at any time. We will provide you a new Resident Handbook if we amend it in the future. You understand that your failure to abide by The Cardinal Health Center’s general policies may result in termination of the Agreement by The Cardinal Health Center. In accordance with state law, these policies must be reasonable. By signing this Agreement you acknowledge that you have reviewed the Resident Handbook and the general policies of The Cardinal Health Center and agree that they are reasonable. The following additional general policies apply:

1. Residents of The Cardinal Health Center must pay all fees and charges that are owing to The Cardinal Health Center in accordance with their Residence and Care Agreement when due.

2. Residents may not breach any representation, covenant, agreement or obligation of the resident under their Residence and Care Agreements, including but not limited to any representation regarding financial status set forth in Appendix B, which is made part of this Agreement.

3. Residents must not engage in conduct that poses a danger to themselves or others at The Cardinal Health Center, must not be disruptive, must not create unsafe conditions, and must not be physically or verbally abusive to other residents or staff.

4. Residents must ensure that their family members, guardians, personal representatives or guests are not disruptive, do not create unsafe conditions, and are not physically or verbally abusive to the detriment of the resident, other residents or staff.

5. Residents must not engage in conduct that violates federal, state, or local laws or ordinances.

If you wish to suggest changes to the general policies of The Cardinal Health Center you may do so at any time by notifying the Executive Director.
d. **Guest Visits and Communications**

We encourage family visits and communication. Your guests are welcome to visit and participate in appropriate activities at The Cardinal Health Center, if you so desire, provided they respect the rights of other residents and staff and abide by our visitor and guest policies, including reasonable limitations on the length of stay and frequency of visits. You will be responsible for assuring that your guests abide by these rules and are not disruptive. All visitors must register at the front desk when entering The Cardinal Health Center. We reserve the right to remove or deny entry to The Cardinal Health Center to any visitor whom we determine is disruptive or dangerous.

e. **Smoking Policy**

The Cardinal is a smoke free community and smoking is not permitted in your Apartment or any of the common areas of The Cardinal. In addition, you may not keep lighters, matches, cigarettes or pipes in your Memory Care Apartment.

f. **Pet Policy**

Assisted Living is a pet friendly environment. If you receive prior approval from the Executive Director to keep a pet at The Cardinal, you will be required to: (1) sign a separate Pet Policy with the Community; (2) adhere to the rules and regulations of The Cardinal regarding pets; and (3) pay a pet fee as set forth in Appendix A. Pets are not allowed in Memory Care, except for service animals providing assistance to residents with disabilities.

g. **Motorized Cart**

If you at any time you intend to utilize a motorized cart, you must abide by The Cardinal Health Center's rules set forth in the Resident Handbook and a separate Motorized Cart Policy. If you reside in Memory Care Apartment you are not permitted to operate a motorized cart at the Community.

h. **Assignment**

The Cardinal Health Center reserves the right to assign this Agreement to any successor-in-interest selected by it. You may not transfer or assign your right to use the services and accommodations at The Cardinal Health Center to any other individual or entity.

i. **Personal Rights**

Consistent with North Carolina law, you shall have the rights set forth in the Statement of Residents’ Personal Rights, which is attached to this Agreement as Appendix C.

j. **Notices**

All notices given under this Agreement shall be in writing and shall be addressed to The Cardinal Health Center at its administrative office at The Cardinal Health Center or to you at your
Apartment. Such notices shall be effective when personally delivered or two (2) days after being deposited in the United States mail, properly addressed and first class postage prepaid.

k. **Grievances**

If you have a grievance or complaint regarding The Cardinal Health Center you may contact the Executive Director or Kisco Senior Living Management Company at 1-866-KISCO SL (866-547-2675). A copy of the community’s grievance procedure for resolution of resident complaints is available upon request.

l. **Entire Agreement**

This Agreement (together with the documents and appendices referenced herein) constitutes the entire agreement between you and The Cardinal Health Center and may be amended only by a written instrument signed by you and by an authorized representative of The Cardinal Health Center. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable, unless the context requires otherwise.

m. **Waiver**

The failure of The Cardinal Health Center in any instance or instances to insist upon your strict performance or observation of or compliance with, any of the terms or provisions of this Agreement, shall not be construed to be a waiver or relinquishment of its right to insist upon your strict compliance with all of the terms and provisions of this Agreement. In addition, acceptance by The Cardinal Health Center of any payment from you after your breach of any term of this Agreement or after providing you with a notice of termination based on a reappraisal as described in Section VIII.B.1.d, above, shall not constitute a waiver of the right of The Cardinal Health Center to insist upon full performance of all terms of this Agreement, nor shall it waive The Cardinal Health Center's right to terminate this Agreement for any breach previously committed or to terminate in accordance with Section VIII.B.1.d.

n. **ARBITRATION**

BY INITIALING BELOW, YOU AGREE THAT ANY AND ALL CLAIMS AND DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT OR TO YOUR RESIDENCY, CARE OR SERVICES AT THE CARDINAL HEALTH CENTER, WHETHER MADE AGAINST US OR ANY OTHER INDIVIDUAL OR ENTITY, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY CLAIMS, SHALL BE RESOLVED BY SUBMISSION TO NEUTRAL, BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT; EXCEPT THAT ANY CLAIM OR DISPUTE INVOLVING SUMMARY EJECTMENT PROCEEDINGS (EVICTION) OR ANY CLAIMS THAT CAN BE BROUGHT IN SMALL CLAIMS
COURT SHALL NOT BE SUBJECT TO ARBITRATION UNLESS BOTH PARTIES AGREE TO ARBITRATE SUCH PROCEEDINGS. BOTH PARTIES GIVE UP THEIR CONSTITUTIONAL RIGHTS TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY, AND INSTEAD ACCEPT THE USE OF ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED IN WAKE COUNTY, NORTH CAROLINA BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY THE CARDINAL HEALTH CENTER, UNLESS OTHERWISE MUTUALLY AGREED. IN REACHING A DECISION, THE ARBITRATOR SHALL PREPARE A WRITTEN DECISION THAT INCLUDES FINDINGS OF FACT, THE REASONS UNDERLYING THE DECISION, AND CONCLUSIONS OF LAW. EACH PARTY SHALL BEAR ITS OWN COSTS AND FEES IN CONNECTION WITH THE ARBITRATION. THIS ARBITRATION CLAUSE BINDS ALL PARTIES TO THIS AGREEMENT AND THEIR SPOUSES, HEIRS, REPRESENTATIVES, EXECUTORS, EXECUTIVE DIRECTORS, SUCCESSORS, ASSIGNS, MANAGERS, AND AGENTS AS APPLICABLE. AFTER TERMINATION 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. IN THE EVENT THAT ANY PART OF THIS ARBITRATION CLAUSE IS DETERMINED TO BE UNENFORCEABLE, THE REMAINING PORTIONS OF THE CLAUSE SHALL REMAIN VALID AND SHALL BE ENFORCED BY THE PARTIES. IF THE FEDERAL ARBITRATION ACT DOES NOT PERMIT ARBITRATION IN ACCORDANCE WITH THIS CLAUSE, THEN THE MATTER SHALL BE ARBITRATED IN ACCORDANCE WITH STATE LAW.

BY INITIALING BELOW, YOU WARRANT THAT THIS PARAGRAPH HAS BEEN EXPLAINED TO YOU, THAT YOU UNDERSTAND ITS SIGNIFICANCE, THAT YOU VOLUNTARILY AGREE TO BE BOUND BY IT, AND THAT YOU UNDERSTAND THAT AGREEING TO ARBITRATION IS NOT A CONDITION OF MOVE-IN TO THE CARDINAL HEALTH CENTER.

____________________________________
Resident(s) Initials

____________________________________
POA/Guarantor Initials

Page 22 of 29
June 2017
o. **Resident Acknowledgement**

By signing below, you acknowledge all of the following:

1. You have received a signed copy of this Residence and Care Agreement, which specifies the services and accommodations that you will receive at The Cardinal Health Center and the charges for such services;

2. You have received a copy of Appendix A, which contains fees for optional services and Levels of Care;

3. You have received a written copy of the Resident Handbook (Appendix D), which contains the rules and regulations and grievance policies for The Cardinal Health Center residents;

4. You have received a copy of the Statement of Residents' Personal Rights, which is attached to this Agreement (Appendix C);

5. The Cardinal Staff has indicated to you whether The Cardinal has signed Form DSS-1464 concerning compliance with Title VI of the Civil Rights Act;

6. You or your family member(s), as appropriate, have received the information that must be disclosed under Section 131D-8 of the North Carolina Statutes and Rule 1906 of the Administrative Code for specialized memory support.

p. **Governing Law**

This Agreement shall be governed by North Carolina law.

SIGNITURE PAGE FOLLOWS
This Agreement will be effective as of ________________________.

RESIDENT: ________________________

Signature ________________________

Typed or Printed Name ________________________

Date ________________________

GUARANTOR: I hereby guarantee the payment of all amounts owed by Resident hereunder.

Signature ________________________

Typed or Printed Name ________________________

Address ________________________

Date ________________________

POWER OF ATTORNEY/ RESPONSIBLE PERSON

Signature ________________________

Typed or Printed Name ________________________

Address ________________________

Date ________________________

COMMUNITY REPRESENTATIVE

By ________________________

Title ________________________

Community: The Cardinal Health Center
Address: 311 Garden Street at North Hills, Raleigh, NC 27609

Date ________________________
THE CARDINAL HEALTH CENTER
Assisted Living/Memory Care
Appendix B

FINANCIAL STATUS

The Cardinal Health Center is a component of a continuing care retirement community that depends on a predictable level of private pay fees in order to operate on a sound financial basis and provide an appropriate level of care and services to our residents. This means that we are not able to accept residents who receive or who are eligible to receive Social Security Supplemental Security Income benefits ("SSI"). By signing below, you represent and warrant that you are not an SSI recipient, that you have sufficient assets and income so that you do not currently qualify for SSI and will not so qualify for the foreseeable future, and you warrant that you will not apply for SSI benefits nor allow anyone to apply for SSI benefits on your behalf while you are a resident of The Cardinal Health Center.

Signed: Resident:___________________________________________

Responsible Party:__________________________________________
Appendix C

THE CARDINAL HEALTH CENTER
STATEMENT OF RESIDENTS’ PERSONAL RIGHTS

Pursuant to North Carolina General Statutes Section 131D-21, every resident shall have the following rights:

1. To be treated with respect, consideration, dignity, and full recognition of his or her individuality and right to privacy.
2. To receive care and services which are adequate, appropriate, and in compliance with relevant federal and State laws and rules and regulations.
3. To receive upon admission and during his or her stay a written statement of the services provided by the facility and the charges for these services.
4. To be free of mental and physical abuse, neglect, and exploitation.
5. Except in emergencies, to be free from chemical and physical restraint unless authorized for a specified period of time by a physician according to clear and indicated medical need.
6. To have his or her personal and medical records kept confidential and not disclosed except as permitted or required by applicable State or federal law.
7. To receive a reasonable response to his or her requests from the facility administrator and staff.
8. To associate and communicate privately and without restriction with people and groups of his or her own choice on his or her own or their initiative at any reasonable hour.
9. To have access at any reasonable hour to a telephone where he or she may speak privately.
10. To send and receive mail promptly and unopened, unless the resident requests that someone open and read mail, and to have access at his or her expense to writing instruments, stationery, and postage.
11. To be encouraged to exercise his or her rights as a resident and citizen, and to be permitted to make complaints and suggestions without fear of coercion or retaliation.
12. To have and use his or her own possessions where reasonable and have an accessible, lockable space provided for security of personal valuables. This space shall be accessible only to the resident, the administrator, or supervisor-in-charge.
13. To manage his or her personal needs funds unless such authority has been delegated to another. If authority to manage personal needs funds has been delegated to the facility, the resident has the right to examine the account at any time.
14. To be notified when the facility is issued a provisional license or notice of revocation of license by the North Carolina Department of Health and Human Services and the basis on which the provisional license or notice of revocation of license was issued. The resident’s responsible family member or guardian shall...
also be notified.

15. To have freedom to participate by choice in accessible community activities and in social, political, medical, and religious resources and to have freedom to refuse such participation.

16. To receive upon admission to the facility a copy of this section.

17. To not be transferred or discharged from a facility except for medical reasons, the residents' own or other residents' welfare, nonpayment for the stay, or when the transfer is mandated under State or federal law. The resident shall be given at least 30 days' advance notice to ensure orderly transfer or discharge, except in the case of jeopardy to the health or safety of the resident or others in the home. The resident has the right to appeal a facility's attempt to transfer or discharge the resident pursuant to rules adopted by the Medical Care Commission, and the resident shall be allowed to remain in the facility until resolution of the appeal unless otherwise provided by law. The Medical Care Commission shall adopt rules pertaining to the transfer and discharge of residents that offer protections to residents for safe and orderly transfer and discharge.

By signing below, you acknowledge that you have received a copy of the personal rights delineated above and outlined in North Carolina General Statutes Section 131D-21 at the time of your move-in:

Resident: ________________________________ Date: ____________

Resident: ________________________________ Date: ____________
Exhibit K

The Cardinal at North Hills
Skilled Nursing Care Residence and Care Agreement
Appendix D

THE CADRINAL AT NORTH HILLS RESIDENT HANDBOOK

See Attachment
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THE CARDINAL AT NORTH HILLS
HEALTH CENTER
SKILLED NURSING
RESIDENCE AND CARE AGREEMENT

This Residence and Care Agreement ("Agreement") is made by and among The Cardinal at North Hills Healthcare, LLC, ("Cardinal Healthcare") doing business as "The Cardinal Health Center" located at 311 Garden at North Hills Street Raleigh, NC 27609], and its agent Kisco Senior Living, LLC, a Delaware limited liability company ("Kisco Senior Living"), on the one hand, and ___________________________________________ ("you") on the other. Where appropriate, Cardinal Healthcare and Kisco Senior Living are collectively referred to in this Agreement as "we," us, or "our". (If more than one person is signing this Agreement, "you" refers to each of you individually and to both of you together.)

Cardinal Healthcare operates The Cardinal Health Center, which is the assisted living, memory care and skilled nursing component of The Cardinal, a licensed Continuing Care Retirement Community located in Raleigh, North Carolina, which provides residences, care and services to persons 62 years of age and older ("The Cardinal"). Kisco Senior Living manages The Cardinal Health Center on behalf of Cardinal Healthcare. The Cardinal is operated on a non-discriminatory basis and affords equal treatment and access to services to eligible persons regardless of race, color, religion, creed, gender, national origin, ancestry, or sexual orientation.

You have applied for accommodations at The Cardinal Health Center for Nursing Care and your application has been accepted. The purpose of this Agreement is to provide a statement of the services that we will furnish to you at The Cardinal Health Center, and the other legal obligations that The Cardinal Health Center will assume. This Agreement also sets forth your legal obligations to The Cardinal Health Center, both financial and non-financial. If your move to The Cardinal Health Center is temporary in nature then this Agreement supplements, but does not replace or amend, the Independent Living Residence Agreement you signed when you became a resident of the independent living portion of The Cardinal. If your move to The Cardinal Health Center is permanent then the Independent Living Residence Agreement will terminate in accordance with the provisions therein.
I. **CORE SERVICES**

You will be provided with the following Core Services at The Cardinal Health Center, subject to the terms of this Agreement. These services are included in your Daily Health Center Fee unless otherwise indicated. If you (singly or jointly with another person) currently occupy a Residence in the independent living component of The Cardinal, the Daily Health Center Fee is in addition to any fees that may be owed to The Cardinal with respect to that Residence, in accordance with your Independent Living Residence Agreement.

A. **Living Accommodations**

1. **Residence.** You have chosen to live in Apartment #___________("the Apartment") at The Cardinal Health Center. You may live in the Apartment on a daily basis, subject to the terms of this Agreement and to the general policies of The Cardinal Health Center, contained in the Resident Handbook, attached as Appendix D, as it now exists and as it may later be amended, and to the other written rules and policies of The Cardinal Health Center.

2. **Utilities.** Utilities included in the Daily Health Center Fee for the Residence are electricity, water and sewer, trash removal, basic internet/data services, local and long distance telephone service and basic cable TV service. You are responsible for paying for all other utilities and service charges including premium internet/data services and premium TV service fees. The Cardinal reserves the right to establish maximum usage levels, and to charge you for any excessive or unreasonable usage due to waste or abuse.

3. **Furnishings.** Your Apartment comes equipped with basic furnishings, and floor and window coverings. You are also free to use your own small electric appliances and special equipment, provided that The Cardinal Health Center's safety standards are met. For your safety and the safety of all other residents of The Cardinal Health Center, cooking in your Apartment is not allowed. You may furnish the Apartment with your own furniture, if appropriate for your health condition and provided that The Cardinal Health Center's safety standards are met. You may decorate your Apartment with items that are not permanent fixtures to the Apartment and can be easily removed without changing or damaging the aesthetic or structural integrity of the Apartment. You or your
estate will be responsible for removing your furnishings and other items when your Apartment is vacated.

4. **Maintenance.** We will perform all necessary maintenance and repairs of the Apartment and the furnishings and equipment provided by The Cardinal at our expense. You will be responsible for any necessary maintenance and repairs of equipment and furnishings you provide. You will be responsible for reimbursing the Community for any damage to the Apartment or the furnishings and equipment provided by The Cardinal other than normal wear and tear.

5. **Alterations.** Any physical change to the Apartment requires the prior written approval of the Executive Director of The Cardinal, and shall be made at your own expense. If you obtain such approval, you will be responsible for restoring the original decor when the Apartment is vacated, unless we specifically exempt you from this requirement in writing. Note- No structural changes to your Apartment are allowed.

6. **Common Facilities.** You will be entitled to share with all other residents of The Cardinal Health Center the use of the common areas, including the dining areas, lounge areas, library, beauty/barber shop, multi-purpose rooms and recreation rooms. We may change or reconfigure common spaces in the future at our discretion.

**B. Laundry**

Basic personal laundry and linen services are provided as described in the Resident Handbook. Additional or more frequent laundry services are available and will be charged as set forth in Appendix A. You shall be responsible for your personal dry cleaning.

**C. Housekeeping**

The Cardinal Health Center will provide housekeeping services in your Apartment as described in the Resident Handbook. Additional housekeeping services as needed or requested will be available for an additional charge (see Appendix A).

**D. Personal Supplies**

We assume that residents wish to provide their own supplies for personal care and hygiene. However, if you are unable to provide such supplies or choose not to provide them, we will provide you with personal items for an additional charge (see Appendix A).
E. Medical Supplies

If your physician orders medical supplies, you may provide those supplies yourself or you may ask that we provide them for an additional charge (see Appendix A).

F. Meals

Three meals will be served daily to residents at The Cardinal Health Center and snacks will likewise be made available. These meals and snacks are included in your Daily Health Center Fee. We will also accommodate some special diets, if prescribed by your physician as a medical necessity which may require an additional charge. If your physician prescribes supplements, you may provide them yourself or you may ask that we provide them for an additional charge (see Appendix A). You will also be charged a fee for any special diets or supplements not prescribed by your physician that you request and that we agree to provide.

1. Room Service. We will provide room service to your Apartment, as set forth in the Resident Handbook. There may be an additional charge for room service outside of regularly scheduled meals and snacks, as set forth in Appendix A.

2. Guests. Guests are welcome to any meal as set forth in the Resident Handbook. There will be a fee for guest meals (see Appendix A). If your guest is a resident in the independent living component of The Cardinal, your guest may use his or her dining account to pay for guest meals in the Health Center.

G. Planned Activities

The Community has a program of social, emotional, intellectual, physical, spiritual, and vocational activities, both at and away from The Cardinal Health Center. You are welcome to participate in such activities as desired. There may be an extra charge for some of the activities offered by the Community which require additional supplies or services provided by an outside vendor or outings which are away from The Cardinal Health Center as set forth in Appendix A.

H. Transportation

We will make available to residents or otherwise assure the provision of scheduled transportation to the nearest appropriate health facilities for medical and dental appointments, social services agencies, shopping and recreational facilities, and religious activities as outlined in the Resident Handbook. We will provide or arrange for additional personal transportation for a charge (see Appendix A).
I. **Emergency Response and Fire Protection**

Your Apartment will be equipped with an emergency call system, smoke detector and sprinkler system. The call system is monitored 24 hours per day to alert staff to emergencies and illnesses. When the staff at The Cardinal Health Center determines that, in its judgment, an emergency exists, staff may call 911 based on the nature of the emergency.

II. **PERSONAL ASSISTANCE AND CARE**

Staff of The Cardinal Health Center will regularly observe your medical condition and help identify health, medical, dietary and social needs or needs for special services. In accordance with your plan of care and applicable North Carolina law, The Cardinal Health Center will provide you with the care and services necessary to enable you to attain and maintain the highest practical level of physical, emotional, and social well-being within the appropriate setting.

When you applied for move-in to The Cardinal Health Center, your attending physician and professional staff performed an assessment of your needs. Within twenty (24) hours of your move-in, a nursing assessment will be completed by a registered nurse to determine the appropriate level of service for you. We will reassess you within fourteen (14) days and then periodically as needed in light of your changing needs. The Daily Health Center Fee will be determined by the level of care required to meet your needs, as determined by the initial assessment and periodic reassessments. The Daily Health Center Fee is discussed in more detail in Section VI of this Agreement.

Please note that The Cardinal Health Center does not permit use of restraints on its residents, and the use of restraints is also inconsistent with our philosophy. We encourage our residents to participate in physical activities to the extent of their capabilities. Thus, falls and other personal injuries may occur from time to time.

III. **OPTIONAL SERVICES**

The Cardinal Health Center will make available to you several optional services at an extra charge, to be billed on a monthly basis. Some of the optional services offered by The Cardinal health Center include:

1. Guest meals and services;
2. Room service outside of regularly scheduled meals and snacks;
3. Personal transportation and supervision;
4. Beauty/barber shop services;
5. Provision of certain personal supplies described in section I.D above;
6. Provisions of certain medical supplies described in section I.E above;
7. Additional laundry and housekeeping services beyond those referenced in Sections I.B and I.C above;
8. Repairs and maintenance of personal items; and
9. Any other optional services that we elect to offer in the future. The current fees for optional services at The Cardinal Health Center are set forth in attached Appendix A, and are subject to change as provided in Section VI.D below.

IV. **EXCLUDED HEALTH-RELATED SERVICES**

The Cardinal Health Center shall not be responsible for furnishing or paying for any health care items or services not expressly included in this Agreement, including but not limited to home health, hospice, physicians' services, surgery, hospital care, home care, private duty care, treatment or examination of eyes or teeth, medications, medical supplies, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic appliances, prosthetic devices, laboratory tests, x-ray services, toiletries and personal supplies not required to be provided under Section I.D above, or other care or equipment beyond The Cardinal Health Center's routine levels of staffing and equipment.

V. **TERM OF AGREEMENT**

This Agreement shall be in effect from month to month, unless and until it is terminated as set forth in Section VIII below.

VI. **FEES**

A. **Daily Health Care Fee**

Daily Health Care Fee for Resident: $300.00
Fee for Level ___ Care (if applicable): 0.00
Total Daily Health Care Fee for Resident One: 300

B. **Daily Health Center Fee**

Prior to occupancy of your Apartment, you must pay an amount equal to thirty (30) days of Daily Health Center Fees at the level of care determined by your initial assessment. This amount will be credited to the Daily Health Center Fees incurred by you after you occupy your Apartment. At the beginning of each month thereafter, you must pay an amount equal to
(i) thirty (30) days of the Daily Health Center Fee for the level of care in effect as of the day of payment, to be credited to the Daily Health Center Fees incurred by you during such month, plus or minus (ii) any excess amount owed by you to The Cardinal on account of an increase in your Daily Health Center Fees during the prior month(s) or any amount owed by The Cardinal to you on account of a decrease in your Daily Health Center Fees during the prior month(s). You will receive a statement setting forth the amount due prior to the first (1st) day of each month. Daily Health Center Fees described in this Section are payable by the first (1st) day of each calendar month, and are considered delinquent if not received by the fifth (5th) day of the month. Your right to occupy and use the Apartment and to receive services at The Cardinal Health Center is contingent upon timely payment of Daily Health Center Fees and all other applicable charges and fees under this Agreement.

C. Fees for Optional Services

The charges for all optional services at The Cardinal Health Center shall be as set forth in Appendix A, which is attached to this Agreement. Appendix A is subject to change from time to time. You will be given notice of any planned change in the fees set forth in Appendix A, as described in subsection D below. Charges for optional services will be billed on your monthly statement, and are payable by the first (1st) day of each calendar month and are considered delinquent if not received by the fifth (5th) day of the month.

D. Adjustments to Fees or Services

1. Fees. The Community shall give thirty (30) days’ prior written notice to you of any change in the schedule of Daily Health Center Fees associated with each level of care, and any change in the schedule of fees for optional services, as set forth in Appendix A. In the event of a rate increase, The Cardinal Health Center will include with the notice of the increase the reasons for the increase and a general summary of the additional costs that led to the increase. When your level of care changes so that your Daily Health Center Fee increases or decreases in accordance with the schedule of fees then in effect, you will begin paying the Daily Health Center Fee associated with the new level of care immediately.

2. Services. The Community may modify the services provided under this Agreement upon thirty (30) days’ prior written notice, provided that the services do not fall below the standards established by applicable North Carolina regulatory authorities.
E. Payment and Failure to Make Payments

You will be required to make all payments due to The Cardinal Health Center in a timely manner and otherwise fulfill your financial obligations to The Cardinal Health Center. The Cardinal Health Center does not participate in the Medicaid program. We do not accept SSI/SSP eligible residents for move-in to The Cardinal Health Center. Payment shall be made to The Cardinal Health Center by check or money order and either mailed to 311 Garden at North Hills Street- Raleigh NC, 27609 or delivered to the business office at The Cardinal Health Center, or you may arrange for automatic payments from a financial institution. If you fail to pay your Daily Health Center Fee or other charges by the fifth (5th) day of each calendar month, The Cardinal Health Center may charge you a late payment fee (as described in Appendix A) for each delinquent payment. You will receive a monthly statement that itemizes any fees or charges you have incurred. Returned checks shall be subject to a penalty as described in Appendix A.

F. Guarantor

Your care and services at The Cardinal Health Center shall be guaranteed by ________________________ ("Guarantor"). You agree to provide The Cardinal Health Center with timely written notice of any change in Guarantor’s financial condition, address, or telephone number. By signing below, Guarantor agrees promptly to pay all fees and charges incurred by you or on your behalf under this Agreement. The foregoing is a guaranty of payment and not of collection, and The Cardinal shall have no obligation to file suit or obtain a judgment against you prior to enforcing its rights against the Guarantor.

G. Change of Level of Care

The staff of The Cardinal Health Center will perform a periodic reappraisal of your needs. If we determine that you need a different level of care than that which you are currently receiving, The Cardinal Health Center will provide you and your responsible person, if applicable, with written notice of the change. You agree to change to a level of care appropriate to your needs. The rate for the new level of care, as set forth in Appendix A, shall apply immediately.
VII. TRANSFERS FROM APARTMENT

A. Transfer for More Appropriate Care

The portion of The Cardinal Health Center in which you will reside is licensed by the state of North Carolina as a Nursing Home. You may remain in the portion of The Cardinal Health Center as long as doing so is permitted by applicable licensure laws and fire safety standards, and, in the judgment of the staff of The Cardinal Health Center, your care needs and levels of functioning are consistent with those of other residents and with the level of staffing and services offered at The Cardinal Health Center, and your presence does not create a danger to yourself or others. If the staff of The Cardinal Health Center determines that it is inappropriate for you to remain in your Apartment, you may be asked to move from The Cardinal Health Center or to an outside facility, and this Agreement will terminate in accordance with Section VIII. During your transition to another setting that can meet your needs, you may be required to obtain temporary one-on-one care from an outside provider as determined at the sole discretion of the Executive Director. You will be financially responsible for this service which will be billed directly to you by the responsible company or The Cardinal Health Center in accordance with Appendix A.

B. Substitution of Apartment

We may need to substitute your Apartment with another to comply with any law or lawful order of any authorized public official, or for any other reasonable purpose, as determined by The Cardinal Health Center. You agree to such substitution and agree to pay the Daily Health Center Fee applicable to the new Apartment.

C. Voluntary Apartment Change

Your request for a change of apartment may be granted at The Cardinal Health Center's discretion. You will pay the then-applicable Daily Health Center Fee for the new Apartment beginning on your first day of occupancy. If you move on a day other than the first day of the month, any difference in rates between your current Apartment and the new Apartment will be credited or debited to your account, as the case may be, on a pro rata basis. You will be responsible for all costs associated with the move, including an apartment transfer fee as noted in Appendix A.
VIII. **TERMINATION**

A. **Termination by You**

You may terminate this Agreement and discharge yourself from receiving nursing care at The Cardinal Health Center and return to your independent living Residence or assisted living Apartment at The Cardinal by giving us two days advance notice. Your return is conditional based on your ability to meet the admission criteria for Independent Living. If you are discharging from nursing care and departing The Cardinal (for any reason other than your death), you must also give us two days advance notice. You may depart your Apartment at any time, subject to our right to charge you for two (2) days of the Daily Health Center Fee if you leave without providing the required two (2) day advance notice. Your estate will not be charged for the two (2) days stay if the inability to give the required two (2) day advance notice is caused by your death. We will provide assistance and consult with your physician, Legal Representative and/or Responsible Person in arranging for your voluntary transfer or discharge.

B. **Termination by Community**

1. **Internal Transfer.** After consultation with your physician, Legal Representative, and/or Responsible Person, The Cardinal Health Center may transfer you back to your independent living Residence or assisted living Apartment at The Cardinal upon thirty (30) days advance notice of such transfer if we determine that the transfer or discharge is appropriate because your health has improved sufficiently so that you no longer need nursing care services.

2. **Upon Thirty (30) Days’ Notice.** The Cardinal Health Center may terminate this Agreement upon thirty (30) days’ written and verbal notice to you and your Legal Representative and/or Responsible Person, if applicable, if any of the following events occur:
   a. Nonpayment of any amounts owed by you, including the Daily Health Center Fees, within ten (10) days of the due date;
   b. Your failure to comply with State or local law after receiving written notice of the alleged violation;
   c. Your failure to comply with general policies of The Cardinal Health Center as described in this Agreement, in the Resident Handbook, or as determined by the Executive Director; or
d. If after move-in, it is determined that discharge is necessary for your welfare because your needs can no longer be met at The Cardinal Health Center.

3. **Upon Three (3) Days’ Notice.** In addition, The Cardinal Health Center may terminate this agreement upon three (3) days written notice for good cause. Good cause exists if we determine that your continued presence at The Cardinal Health Center poses a threat to the mental and/or physical health or safety of yourself or to the mental and/or physical health or safety of others in the Community.

4. **Notice.** If the Community terminates this Agreement under Section VIII.B., you and your personal representative (if any) shall receive a notice describing the reasons for such termination.

5. **Discharge Planning.** The community will work with you, your physician, and your responsible party to create a discharge plan. This plan will be designed according to each resident’s needs.

6. **Appeal.** If you wish to appeal a termination, you may do so by requesting a review in writing to the Chief Operating Officer of Kisco Senior Living within ten (10) days following the termination notice. The Chief Operating Officer or designee will schedule a meeting with you and your representatives during which you can present reasons why the termination should not occur. The Chief Operating Officer will then make a final determination which will be provided to you in writing.

7. **Conditions That May Lead To Reassessment.**
   a. You do not meet the requirements for residency established by state law and regulations.
   b. You present an immediate physical threat or danger to yourself or others.
   c. You have active communicable tuberculosis or another communicable disease.
   d. You have an unstable medical condition which requires services above those provided in care setting.
   e. You have needs in conflict with other residents or the program of services offered.
   f. You have a primary need for care and supervision that results from a mental disorder causing ongoing behavior which would upset the general resident group, or which would require us to provide you a greater amount of care and supervision than other residents at The Cardinal Health Center or if you cannot
generally benefit from the program of services available at The Cardinal Health Center.
g. You refuse to accept services required in order for The Cardinal Health Center to meet your needs.
h. You have health care needs that cannot be met at The Cardinal Health Center for reasons such as licensure, design or staffing, including, but not limited to, conditions that require physical or chemical restraints, unstable mental health diagnosis, swallowing difficulties or other conditions that create a choking risk, complex special diets, any unstable medical condition or conditions that cannot be accommodated by The Cardinal Health Center as defined by state licensing regulations.
i. Your personal physician has determined that you require services not available at The Cardinal Health Center.
j. If your condition changes so that you are considered a wandering or significant fall risk.

C. **Your Death**

This Agreement shall terminate automatically upon your death.

D. **Move Out and Refund**

1. **Vacating Apartment.** If this Agreement is terminated for any reason, you or your estate must vacate the Apartment and remove all of your property from it. You or your estate shall remain liable for the Daily Health Center Fee, calculated at the lowest level of care, until all property is removed from your apartment and it is restored to a clean condition (except for normal wear and tear), whichever occurs later. The Cardinal Health Center may also remove your property from the Apartment and charge you or your estate a property storage fee if either you or your estate fails to vacate the Apartment and remove your personal belongings from it in a timely manner. If you or your estate abandons your personal property following termination of this Agreement, The Cardinal Health Center shall have the right to dispose of such abandoned property in accordance with state law. The Cardinal Health Center has the right to enforce the provisions of this section by appropriate legal proceedings.
2. Refund of Unused Portion of Daily Health Center Fee. Following termination of this Agreement, The Cardinal Health Center will pay you or your estate a refund equal to any Daily Health Center Fees received by The Cardinal in excess of those required by VIII.D.1. above, or other amounts that The Cardinal Health Center owes to you, minus the following: (i) the amount of any unpaid Daily Health Center Fees or other charges that you owe to The Cardinal Health Center under this Agreement; (ii) the costs of repairing any damage to the Apartment that is not caused by normal wear and tear; (iii) the costs of repairing any of The Cardinal Health Center’s property that was damaged by you or your visitors; and (iv) any expense incurred by The Cardinal Health Center to remove and/or store any of your property that was not removed when you vacated the Apartment. You or your estate will receive any refund that is due within thirty (30) days following the effective termination date.

3. Survival. Section VIII. D. shall survive the termination of this Agreement.

IX. YOUR PROPERTY RIGHTS AND OBLIGATIONS

A. No Management or Property Interest

This Agreement shall give you no property right or management interest in The Cardinal Health Center, The Cardinal, or any of their assets. In addition, you shall have no right to any of The Cardinal Health Center’s personal property, including furnishings and fixtures in the Apartment or in the common areas at The Cardinal Health Center.

B. Property Loss and Damage

The Cardinal shall not be responsible for the loss of any property belonging to you due to theft, fire, water damage, or any cause beyond the control of The Cardinal, whether in your Apartment or elsewhere on the Community property. The Community strongly encourages you to obtain insurance protection to cover the full replacement value of your personal property. You shall also be responsible for any loss or damage that you or your guests cause to property at The Cardinal, excluding ordinary wear and tear. You hereby agree to indemnify and reimburse the Community for any loss or damage suffered by the Community as a result of your or your guests’ or invitees’ carelessness or negligence.

C. Right of Entry

For your safety and comfort, the staff of The Cardinal Health Center must be permitted to enter the Apartment to perform basic housekeeping services, respond to emergencies, make
repairs and improvements, and perform other management functions as we deem necessary or advisable. In addition, because components of The Cardinal Health Center are licensed under the North Carolina nursing home laws, any duly authorized agent of the North Carolina Department of Health and Human Services (the “Department”) may, upon stating the purpose of the visit, enter and inspect any licensed portion of The Cardinal Health Center, which may include your Apartment, without advance notice. We shall also have the right to show the Apartment to prospective residents at any reasonable time during the thirty (30)-day period prior to the termination date for this Agreement. Whenever feasible, our staff will attempt to give you reasonable notice before entering the Apartment.

D. **Keys and Locks**

The Cardinal shall provide you with a set of keys or electronic key fobs or cards to access your Apartment and the common areas within The Cardinal. If you wish to make a duplicate of a key, the key must be duplicated through services provided by the Community. You are prohibited from distributing a key or a duplicate of a key to anyone without first obtaining the Community’s approval. Upon its approval, the key to be distributed to an individual identified by you must be registered with the Community. The Cardinal shall not be responsible for any loss, damage or theft of any personal property belonging to you, your estate or your guests as a result of the duplication of your key(s). You agree not to install additional locks or gates on any doors or windows of the Apartment without The Cardinal’s express written consent. If the Community approves your request to install such locks, you shall provide Community management with a key to each lock. Upon termination, you agree to return all keys, key fobs, access cards, and other access devices for the Apartment and the common areas within The Cardinal.

X. **OTHER PERSONAL OBLIGATIONS**

A. **Your Liability to Others**

You accept full responsibility for any injury or damage caused to others, or suffered by you, as a result of your own acts or omissions, and those of your guests or invitees, and you shall indemnify and hold harmless The Cardinal and its respective directors, agents, and employees (also referred to as associates) from any and all liability for such injury or damage, including attorneys’ fees. We recommend that you maintain general liability insurance in an amount and form sufficient to cover such liability. You may be required to
maintain additional insurance for personal service providers hired by you, including worker’s compensation insurance, if and to the extent set forth in The Cardinal’s policies and procedures.

B. Third Party Liability

If you are injured as the result of an act or omission of a third party, you hereby grant the Community a lien on any judgment, settlement, or recovery in the amount of any expense incurred by The Cardinal in caring for you as the result of such injury that is not reimbursed directly to the Community by you or by another source. You agree to cooperate in the diligent prosecution of any claim or action against the third party.

C. Personal Affairs

You agree to make reasonable advance arrangements in the event of your death or incompetence. You may want to assign a Durable Power of Attorney (POA) for health care and financial decision-making and we encourage you to seek appropriate professional or legal advice regarding your options.

D. Home Care/Personal Service Providers

Subject to applicable North Carolina laws and regulations pertaining to skilled nursing facilities, you may arrange for home care or other personal services in your apartment. You and all providers of home care or other personal services agree in writing to adhere to and comply with the Community Policies for Personal Service Providers. If you arrange for such services, you accept full responsibility for the cost of such services. You understand and agree that The Cardinal shall not be liable for any loss, damage, or injury to you, another Resident, or any other person caused by providers of home care or other personal services. The Cardinal reserves the right to review credentials of all personal service providers and to approve or prohibit the use of particular personal service providers. As a condition of its approval, all personal service providers must provide the Community with an appropriate release and indemnification agreement, proof of workers’ compensation and liability insurance, as well as proof that such personal service providers are free of tuberculosis and/or any other contagious or communicable disease, and are subject to a criminal background check, as well as compliance with any other requirements or policies put in place by The Cardinal from time to time. To the extent required, you shall confirm that any approved personal service provider has workers’ compensation insurance coverage. In the absence of
such coverage, you are required to provide workers’ compensation insurance to the extent
required by law. The Cardinal reserves the right to terminate your authorization to utilize
personal service providers in the event that you or they do not comply with the requirements,
or you require transfer to another level of care under Article VII. The Cardinal does not
monitor the services of personal service providers and is not responsible for their actions or
inactions or any harm or liability they may cause.

E. **Relationships Between Residents and Associates**

You agree to cooperate with the staff of The Cardinal Health Center in performing their
duties to maintain your Apartment and provide the care and other services described in this
Agreement and in your care plan. The Cardinal instructs the Community associates to be
cordial and helpful to Residents. The relationship between Residents and associates should at
all times remain professional. Associates must not be delayed or deterred by Residents in the
performance of their duties. The supervision of associates comes from the Community
supervisors and not from Residents. Any complaints about associates or requests for special
assistance must be made to the appropriate supervisor or to the Executive Director. Giving
gratuities or bequests to associates or associate’s families is not permitted under any
circumstances. You agree not to hire The Cardinal associates or solicit such associates to
resign to work for you without the prior written consent of the Community to such
arrangement. You agree not to hire any former Community associate without the written
consent of The Cardinal.

**XI. LEGAL REPRESENTATIVES, RESPONSIBLE PARTIES, AND GUARANTORS**

A. **Legal Representative**

A Legal Representative is an individual who has authority to act on the Resident’s behalf, under
independent legal authority. Examples of a Legal Representative include a guardian, a
conservator, or the holder of a Durable Power of Attorney executed by the Resident.
Documents evidencing a person’s Legal Representative status must be provided to us. If a
Resident has a court appointed guardian or conservator, the guardian or conservator is required
to sign this Agreement.

B. **Responsible Party**

A Responsible Party is an individual who voluntarily agrees to honor certain specified
obligations of the Resident under this Agreement without incurring any personal financial
liability. Examples of a Responsible Party include a relative or a friend of the Resident. We will require a person to sign this Agreement as a Responsible Party if the person has legal access to or physical control of the Resident’s income or resources to pay for the care and services we provide and others that you request. We may decline to admit any Resident who has no source of payment for all or part of the Resident’s stay.

C. Guarantor

A Guarantor is an individual who has agreed to be personally liable to pay for all amounts you owe to The Cardinal Health Center for the care and services provided hereunder. A Responsible Party or Legal Representative is not a Guarantor unless the person serving as Responsible Party or Legal Representative also executes this Agreement as a Guarantor. If there is a Guarantor, you agree immediately to give The Cardinal Health Center written notice of any change in the Guarantor’s financial condition, address, or telephone number. By signing this Agreement, the Guarantor agrees promptly to pay all fees and charges incurred by you or on your behalf under this Agreement. This is a guaranty of payment and not of collection, and The Cardinal shall be entitled to proceed directly and immediately against the Guarantor for any overdue fees or charges without any requirement to exhaust its remedies against you.

D. Rights and Obligations of a Legal Representative and Responsible Party under this Agreement

1. If you sign this Agreement as a Legal Representative or Responsible Party, you incur no personal financial liability by doing so.

2. If you sign this Agreement as a Legal Representative or Responsible Party, you agree to use the Resident’s available income and resources to pay for the Resident’s care and services.

3. By signing this Agreement as a Legal Representative or Responsible Party, you also agree to apply for benefits to which the Resident may be entitled and to furnish third party payers with information and documentation concerning the Resident which reasonably is available to you and which is necessary to the processing of the Resident’s application for third party payor benefits.

4. By signing this Agreement as a Legal Representative or Responsible Party, you have the right to participate in the care planning process for the Resident, and we will use reasonable efforts to notify you where there is:
a. An accident or incident involving the Resident that results in injury or has the potential for requiring physical intervention;
b. A significant change in the Resident's physical, mental, or psychosocial status; or
c. A need to alter the Resident’s treatment significantly.

You are also entitled to receive all notices required to be sent to the Resident by current law or by this Agreement.

XII. MEDICAL TREATMENT

A. Consent to Treatment and Right to Refuse Medical Treatment

By signing this Agreement, you consent to receive the nursing facility care and services we have agreed to provide to you. You consent to routine nursing care and medical care, as recommended or ordered by your attending physician.

You have the right to refuse any nursing care or medical treatment. If you are incapable of making your own medical decisions, or become so in the future, we will follow the direction of your Legal Representative.

You have the right to be fully informed about the nursing and medical care we provide to you. Your inquiries will be handled promptly by our administrative and nursing care staff.

B. Appointing a Personal Physician

All Residents receiving nursing care at The Cardinal Health Center must have a designated attending physician. You have the right to receive care from an attending physician of your choice. You must provide us with your attending physician's name and telephone number.

If you have no attending physician, or do not provide us with the information concerning your attending physician, we will consult with you and/or your Legal Representative and assist you in selecting an attending physician of your choice. If, after consultation, you do not select a physician, we will select an attending physician for you. If we select an attending physician for you, we will make reasonable efforts to ensure that the services of the physician are covered by your health insurance, if any, and we will provide you with the physician's name, telephone number and specialty.

In the event of a life-threatening emergency, we will make reasonable efforts to contact your attending physician, and if we are unable to do so, we may obtain the services of our Medical
Director or the services of another physician. You are responsible for payment of physician services not covered by your insurance programs.

C. **Selecting a Pharmacy**
While residing at The Cardinal Health Center, you have the right to utilize the services of a pharmacy of your choice; however, you acknowledge that your choice of pharmacy must meet certain requirements established by The Cardinal Health Center as well as limitations imposed by your health insurance provider. You agree not to bring medications or drugs into The Cardinal Health Center. All medications you consume at The Cardinal Health Center must be administered by our staff.

D. **Advanced Directives**
You may provide us with advance directives specifying your wishes as to the care and services you desire to receive in certain situations. Such an advance directive may be a separate form or contained within a Durable Power of Attorney, or Health Care Power of Attorney. While it is not a condition of admission, you may provide us with a Health Care Power of Attorney designating an individual to make health care decisions for you in the event you become incapable of doing so or in the event you are unable to communicate your health care decisions to us. If you have an advance directive, you must provide a copy of the directive to us so that we may inform our staff to ensure that your wishes are respected.

XIII. **MISCELLANEOUS**
A. **Accuracy of Application Documents**
As part of your application to The Cardinal Health Center, you have filed application forms. You warrant that all information contained in these documents is true and correct, and you understand that we have relied on this information in accepting you for residency at The Cardinal Health Center.

B. **Examination of Records**
You acknowledge that the Department of Health and Human Services or any other State licensing agency may inspect your residency and care records as part of an evaluation of The Cardinal Health Center.

C. **Resident Handbook**
You agree to abide by the general policies of The Cardinal Health Center contained below and in the Resident Handbook, as it now exists or as it may later be amended at the discretion.
of The Cardinal Health Center. You received a copy of the current Resident Handbook when you signed this Agreement. We reserve the right to amend the Resident Handbook at any time. We will provide you any updates to the Resident Handbook if we amend it in the future. You understand that your failure to abide by The Cardinal Health Center’s general policies may result in termination of the Agreement by The Cardinal Health Center. In accordance with state law, these policies must be reasonable. By signing this Agreement you acknowledge that you have reviewed the Resident Handbook and the general policies of The Cardinal Health Center and agree that they are reasonable. The following additional general policies apply:

1. Residents of The Cardinal Health Center must pay all fees and charges that are owing to The Cardinal Health Center in accordance with their Residence and Care Agreement when due.

2. Residents may not breach any representation, covenant, agreement or obligation of the resident under their Residence and Care Agreements, including but not limited to any representation regarding financial status set forth in Appendix B, which is made part of this Agreement.

3. Residents must not engage in conduct that poses a danger to themselves or others at The Cardinal Health Center, must not be disruptive, must not create unsafe conditions, and must not be physically or verbally abusive to other residents or staff.

4. Residents must ensure that their family members, guardians, personal representatives or guests are not disruptive, do not create unsafe conditions, and are not physically or verbally abusive to the detriment of the resident, other residents or staff.

5. Residents must not engage in conduct that violates federal, state, or local laws or ordinances.

If you wish to suggest changes to the general policies of The Cardinal Health Center you may do so at any time by notifying the Executive Director.

D. Guest Visits and Communications

We encourage family visits and communication. You have the right to have visits from family members, friends, physicians, or representatives of the State Health Department or Ombudsman Program at any time; however, you may need to inform staff of after-hours
visitation in order for your visitors to gain access when the building is secured. Your guests are welcome to visit and participate in appropriate activities at The Cardinal Health Center, if you so desire, provided they respect the rights of other residents and staff and abide by our visitor and guest policies, including reasonable limitations on the length of stay and frequency of visits. You will be responsible for assuring that your guests abide by these rules and are not disruptive. All visitors must register at the front desk when entering The Cardinal Health Center. We reserve the right to remove or deny entry to The Cardinal Health Center to any visitor whom we determine is disruptive or dangerous.

E. **Smoking Policy**

The Cardinal is a smoke free community and smoking is not permitted in your Apartment or any of the common areas of The Cardinal.

F. **Pet Policy**

Pets are not allowed at The Cardinal Health Center, except for service animals providing assistance to residents with disabilities.

G. **Motorized Cart**

If you at any time you intend to utilize a motorized cart, you must abide by The Cardinal Health Center’s rules set forth in the Resident Handbook and a separate Motorized Cart Policy.

H. **Assignment**

The Cardinal Health Center reserves the right to assign this Agreement to any successor-in-interest selected by it. You may not transfer or assign your right to use the services and accommodations at The Cardinal Health Center to any other individual or entity.

I. **Personal Rights**

Consistent with North Carolina law, you shall have the rights set forth in the Statement of Residents’ Personal Rights, which is attached to this Agreement as Appendix C.

J. **Notices**

All notices given under this Agreement shall be in writing and shall be addressed to The Cardinal Health Center at its administrative office at The Cardinal Health Center or to you at your Apartment. Such notices shall be effective when personally delivered or two (2) days after being deposited in the United States mail, properly addressed and first class postage prepaid.
K. **Grievances**

If you have a grievance or complaint regarding The Cardinal Health Center you may contact the Executive Director or the home office of Kisco Senior Living at 1-866-KISCO SL (866-547-2675). A copy of the community’s grievance procedure for resolution of resident complaints is available upon request.

L. **Entire Agreement**

This Agreement (together with the documents and appendices referenced herein) constitutes the entire agreement between you and The Cardinal Health Center and may be amended only by a written instrument signed by you and by an authorized representative of The Cardinal Health Center. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable, unless the context requires otherwise.

M. **Waiver**

The failure of The Cardinal Health Center in any instance or instances to insist upon your strict performance or observation of or compliance with, any of the terms or provisions of this Agreement, shall not be construed to be a waiver or relinquishment of its right to insist upon your strict compliance with all of the terms and provisions of this Agreement. In addition, acceptance by The Cardinal Health Center of any payment from you after your breach of any term of this Agreement or after providing you with a notice of termination based on a reappraisal as described in Section VIII.B.1.d, above, shall not constitute a waiver of the right of The Cardinal Health Center to insist upon full performance of all terms of this Agreement, nor shall it waive The Cardinal Health Center’s right to terminate this Agreement for any breach previously committed or to terminate in accordance with Section VIII.B.1.d.

N. **ARBITRATION**

BY INITIALING BELOW, YOU AGREE THAT ANY AND ALL CLAIMS AND DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT OR TO YOUR RESIDENCY, CARE OR SERVICES AT THE CARDINAL HEALTH CENTER, WHETHER MADE AGAINST US OR ANY OTHER INDIVIDUAL OR ENTITY, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY CLAIMS, SHALL BE RESOLVED BY SUBMISSION TO NEUTRAL, BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT; EXCEPT THAT ANY CLAIM OR DISPUTE INVOLVING SUMMARY EJECTMENT PROCEEDINGS (EVICTION) OR ANY CLAIMS THAT CAN BE BROUGHT IN SMALL CLAIMS COURT SHALL NOT BE SUBJECT TO ARBITRATION UNLESS BOTH PARTIES
AGREE TO ARBITRATE SUCH PROCEEDINGS. BOTH PARTIES GIVE UP THEIR CONSTITUTIONAL RIGHTS TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY, AND INSTEAD ACCEPT THE USE OF ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED IN WAKE COUNTY, NORTH CAROLINA BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY THE CARDINAL HEALTH CENTER, UNLESS OTHERWISE MUTUALLY AGREED. IN REACHING A DECISION, THE ARBITRATOR SHALL PREPARE A WRITTEN DECISION THAT INCLUDES FINDINGS OF FACT, THE REASONS UNDERLYING THE DECISION, AND CONCLUSIONS OF LAW. EACH PARTY SHALL BEAR ITS OWN COSTS AND FEES IN CONNECTION WITH THE ARBITRATION. THIS ARBITRATION CLAUSE BINDS ALL PARTIES TO THIS AGREEMENT AND THEIR SPOUSES, HEIRS, REPRESENTATIVES, EXECUTORS, EXECUTIVE DIRECTORS, SUCCESSORS, ASSIGNS, MANAGERS, AND AGENTS AS APPLICABLE. AFTER TERMINATION 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. IN THE EVENT THAT ANY PART OF THIS ARBITRATION CLAUSE IS DETERMINED TO BE UNENFORCEABLE, THE REMAINING PORTIONS OF THE CLAUSE SHALL REMAIN VALID AND SHALL BE ENFORCED BY THE PARTIES. IF THE FEDERAL ARBITRATION ACT DOES NOT PERMIT ARBITRATION IN ACCORDANCE WITH THIS CLAUSE, THEN THE MATTER SHALL BE ARBITRATED IN ACCORDANCE WITH STATE LAW. BY INITIALING BELOW, YOU WARRANT THAT THIS PARAGRAPH HAS BEEN EXPLAINED TO YOU, THAT YOU UNDERSTAND ITS SIGNIFICANCE, THAT YOU VOLUNTARILY AGREE TO BE BOUND BY IT.

Resident Initials

POA/Guarantor Initials

O. Resident Acknowledgement

By signing below, you acknowledge all of the following:

1. You have received a signed copy of this Residence and Care Agreement, which specifies the services and accommodations that you will receive at The Cardinal Health Center and the charges for such services;

2. You have received a written copy of the Resident Handbook, which contains the rules and regulations and grievance policies for The Cardinal Health Center residents;

3. You have received a copy of the Statement of Residents' Personal Rights, which is attached to this Agreement as Appendix C;
4. The Cardinal staff has indicated to you whether The Cardinal has signed Form DSS-1464 concerning compliance with Title VI of the Civil Rights Act;

5. You or your family members, as appropriate, have received the information that must be disclosed under Section 131D-8 of the North Carolina Statues and Rule 1906 of the Administrative Code for specialized memory support.

P. **Governing Law**

This Agreement shall be governed by North Carolina law. This Agreement shall be effective as of June 12, 2017.

SIGNATURE PAGE FOLLOWS
RESIDENT:

Signature

Printed Name

Date of Birth

Date of Move-In

Date

COMMUNITY:

By

Title

Community

Address

Date

LEGAL REPRESENTATIVE:
(Power of Attorney, Guardian, etc.)

Signature

Printed Name

Address

Address

Phone Number

Date

RESPONSIBLE PERSON:

Signature

Printed Name

Address

Address

Phone Number

Date
By signing below, the undersigned Guarantor hereby agrees to be fully and personally liable for, and agrees to pay promptly upon request, all amounts owed to The Cardinal by the Resident. The undersigned agrees that The Cardinal shall not be obligated to pursue any legal action or obtain any judgment against the Resident or the Resident’s assets as a condition to requiring payment by Guarantor.

GUARANTOR:

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Address

________________________________________
Address

________________________________________
Phone Number

________________________________________
Date
Appendix A

THE CARDINAL HEALTH CENTER

Skilled Nursing

FEES FOR OPTIONAL SERVICES

(Fees and services subject to change upon thirty (30) days advance notice to residents)

See Attached
## CARDINAL AT NORTH HILLS
FEES FOR OPTIONAL SERVICES

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Other Assisted Living Services and Fees:</strong></td>
<td></td>
</tr>
<tr>
<td>Companion Escort; Physician Visits/Outings, etc. (if Available)</td>
<td>$35 per hour</td>
</tr>
<tr>
<td>Wander Alert Device</td>
<td>$25 per month</td>
</tr>
<tr>
<td>Personal Supplies</td>
<td>Cost Provided in Advance</td>
</tr>
<tr>
<td>Furniture Rental</td>
<td>Based on Apartment Cost Provided in Advance</td>
</tr>
<tr>
<td><strong>Other Services and Fees:</strong></td>
<td></td>
</tr>
<tr>
<td>Special Diets or Supplements</td>
<td>Cost Provided in Advance</td>
</tr>
<tr>
<td>Roll Away Bed</td>
<td>Provided as requested</td>
</tr>
<tr>
<td>Pet Fee</td>
<td>$25 per month</td>
</tr>
<tr>
<td>In-house Apartment Transfer Fee</td>
<td>$1,000</td>
</tr>
<tr>
<td>Assisted Living Second Occupant Fee</td>
<td>$925 per month</td>
</tr>
<tr>
<td>Emergency Response System</td>
<td>Included</td>
</tr>
<tr>
<td>Storage Locker</td>
<td>$25 per month</td>
</tr>
<tr>
<td>Emergency Response Pendant Replacement</td>
<td>$150 per unit</td>
</tr>
<tr>
<td>Rekeying of Apartment or Mailbox</td>
<td>$150 per lock</td>
</tr>
<tr>
<td>Dining Card Replacement</td>
<td>$20 per card</td>
</tr>
<tr>
<td>(Local and Long Distance) Telephone Service</td>
<td>$35 per month</td>
</tr>
<tr>
<td>Business Services</td>
<td>Included with exception of stamps</td>
</tr>
<tr>
<td>Returned Check</td>
<td>$50 per Check</td>
</tr>
<tr>
<td>Late Fee (Rent payments are due on the 1st of each month)</td>
<td>5% per month starting on the 10th until paid</td>
</tr>
</tbody>
</table>

Appendix A Acknowledgement - The undersigned acknowledge receipt of the schedule of Fees for Optional Services:

Resident Signature  

Resident/Responsible Party Signature  

Community Representative Signature  

As of May 1, 2017  

*Fees and services subject to change upon thirty (30) days advance notice to residents*
CARDINAL AT NORTH HILLS  
FEES FOR OPTIONAL SERVICES  
ASSISTED LIVING AND MEMORY CARE  

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service and Dining Packages</td>
<td></td>
</tr>
<tr>
<td>Meals:</td>
<td></td>
</tr>
<tr>
<td>3 Meals Per Day</td>
<td>Included</td>
</tr>
<tr>
<td>Guest Dining</td>
<td>Prices as Posted</td>
</tr>
<tr>
<td>Requested Tray Service</td>
<td>$5 per delivery</td>
</tr>
<tr>
<td>Wellness Services</td>
<td></td>
</tr>
<tr>
<td>Transportation / Programming:</td>
<td></td>
</tr>
<tr>
<td>Scheduled transportation: Within 10 mile radius</td>
<td>Included</td>
</tr>
<tr>
<td>Transportation: Outside of 10 mile radius</td>
<td>Cost Provided in Advance</td>
</tr>
<tr>
<td>Medical or Shopping on Non-Scheduled Transportation Day</td>
<td>$35</td>
</tr>
<tr>
<td>Special Programs and Outings</td>
<td>Cost Provided in Advance</td>
</tr>
<tr>
<td>Environmental Services</td>
<td></td>
</tr>
<tr>
<td>Housekeeping Service Plans:</td>
<td></td>
</tr>
<tr>
<td>Weekly Cleaning of Apartment</td>
<td>Included</td>
</tr>
<tr>
<td>Additional Housekeeping Services</td>
<td>$40 per hour</td>
</tr>
<tr>
<td>Housekeeping Services:</td>
<td></td>
</tr>
<tr>
<td>Basic Personal Laundry Services</td>
<td>Included</td>
</tr>
<tr>
<td>Additional Laundry Services</td>
<td>Cost Provided in Advance</td>
</tr>
<tr>
<td>Maintenance Services:</td>
<td></td>
</tr>
<tr>
<td>Normal Maintenance and Repair of Apartment</td>
<td>Included</td>
</tr>
<tr>
<td>Specialized Maintenance Service</td>
<td>$40 per hour plus Supplies</td>
</tr>
<tr>
<td>Apartment Transition Support/Removal of Unwanted Items</td>
<td>$250</td>
</tr>
<tr>
<td>Health Care Center Services</td>
<td></td>
</tr>
<tr>
<td>Assisted Living Services:</td>
<td></td>
</tr>
<tr>
<td>Level I, Assisted Living</td>
<td>$1,500 per month</td>
</tr>
<tr>
<td>Level II, Assisted Living</td>
<td>$1,700 per month</td>
</tr>
<tr>
<td>Level III, Assisted Living</td>
<td>$2,300 per month</td>
</tr>
<tr>
<td>Level IV, Assisted Living</td>
<td>$2,700 per month</td>
</tr>
<tr>
<td>Level V, Assisted Living</td>
<td>$3,100 per month</td>
</tr>
<tr>
<td>Personalized Care Beyond Level V</td>
<td>$3,100 per month + $10 per Point</td>
</tr>
<tr>
<td>Memory Care Services:</td>
<td></td>
</tr>
<tr>
<td>Level I, Memory Care</td>
<td>$1,800 per month</td>
</tr>
<tr>
<td>Level II, Memory Care</td>
<td>$2,200 per month</td>
</tr>
<tr>
<td>Personalized Care Beyond Level II</td>
<td>$2,200 per month + $10 per Point</td>
</tr>
</tbody>
</table>

As of May 1, 2017
*Fees and services subject to change upon thirty (30) days advance notice to residents*
Appendix B

FINANCIAL STATUS

The Cardinal Health Center is a component of a continuing care retirement community that depends on a predictable level of private pay fees in order to operate on a sound financial basis and provide an appropriate level of care and services to our residents. This means that we are not able to accept residents who receive or who are eligible to receive Social Security Supplemental Security Income benefits ("SSI"). The Cardinal Health Center does not participate in the Medicaid program. By signing below, you represent and warrant that you are not an SSI recipient, that you have sufficient assets and income so that you do not currently qualify for SSI and will not so qualify for the foreseeable future, and you warrant that you will not apply for SSI benefits nor allow anyone to apply for SSI benefits on your behalf while you are a resident of The Cardinal Health Center.

__________________________________________
Resident Signature

__________________________________________
Responsible Party
Appendix C

THE CARDINAL HEALTH CENTER
STATEMENT OF RESIDENTS' PERSONAL RIGHTS

Pursuant to North Carolina General Statutes Section 131D-21, every resident shall have the following rights:

1) To be treated with respect, consideration, dignity, and full recognition of his or her individuality and right to privacy.

2) To receive care and services which are adequate, appropriate, and in compliance with relevant federal and State laws and rules and regulations.

3) To receive upon admission and during his or her stay a written statement of the services provided by the facility and the charges for these services.

4) To be free of mental and physical abuse, neglect, and exploitation.

5) Except in emergencies, to be free from chemical and physical restraint unless authorized for a specific period of time by a physician according to clean and indicated medical need.

6) To have his or her personal and medical records kept confidential and not disclosed except as permitted or required by applicable State or federal law.

7) To receive a reasonable response to his or her requests from the facility administrator and staff.

8) To associate and communicate privately and without restriction with people and groups of his or her own choice on his or her own or their initiative at any reasonable hour.

9) To have access at any reasonable hour to a telephone where he or she may speak privately.

10) To send and receive mail promptly and unopened, unless the resident requests that someone open and read mail, and to have access at his or her expense to writing instruments, stationery, and postage.

11) To be encouraged to exercise his or her rights as a resident and citizen, and to be permitted to make complaints and suggestions without fear of coercion or retaliation.

12) To have and use his or her own possessions where reasonable and have an accessible, lockable space provided for security of personal valuables. This space shall be accessible only to the resident, the administrator, or supervisor-in-charge.
13) To manage his or her personal needs funds unless such authority has been delegated to another. If authority to manage personal needs funds has been delegated to the facility, the resident has the right to examine the account at any time.

14) To be notified when the facility is issued a provisional license or notice of revocation of license by the North Carolina Department of Health and Human Services and the basis on which the provisional license or notice of revocation of license was issued.

15) To have freedom to participate by choice in accessible community activities and in social, political, medical, and religious resources and to have freedom to refuse such participation.

16) To receive upon admission to the facility a copy of this section

17) To not be transferred or discharged from a facility except for medical reasons, the residents' own or other residents' welfare, nonpayment for the stay, or when the transfer is mandated under State or federal law. The resident shall be given at least 30 days' advanced notice to ensure orderly transfer or discharge, except in the case of jeopardy to the health or safety of the resident or others in the home. The resident has the right to appeal a facility’s attempt to transfer or discharge the resident pursuant to rules adopted by the Medical Care Commission, and the resident shall be allowed to remain in the facility until resolution of the appeal unless otherwise provided by law. The Medical Care Commission shall adopt rules pertaining to the transfer and discharge of residents that offer protections to residents for safe and orderly transfer and discharge.

By signing below, you acknowledge that you have received a copy of the personal rights delineated above and outlined in North Carolina General Statues Section 131D-21 at the time of your move-in:

Resident: ___________________________ Date: ___________________________

Resident: ___________________________ Date: ___________________________
Appendix D

THE CARDINAL AT NORTH HILLS
RESIDENT HANDBOOK

See Attached
Appendix E

Holding Bed Space

Policy Statement

The Cardinal Health Center informs Residents upon admission and prior to a transfer for hospitalization or therapeutic leave of our bed-hold policy.

Policy Interpretation and Implementation

1. Upon admission and at the time a Resident is transferred for hospitalization or for therapeutic leave, a representative of the business office will provide the Resident with information concerning our bed-hold policy.

2. When emergency transfers are necessary, The Cardinal Health Center will use best efforts to provide the Resident or the Resident’s Legal Representative with information concerning our bed-hold policy within twenty-four hours of such transfer.

3. Residents must provide The Cardinal Health Center with written authorization to either reserve or release the bed space within twenty-four hours of the Resident’s transfer from The Cardinal Health Center.

4. A copy of the resident’s bed-hold or release record will be filed in the Resident’s medical record.

5. Inquiries concerning bed-hold policies should be referred to the business office.
Bed Hold Reservation Form

I, _______________________________, a resident of The Cardinal Health Center skilled nursing facility, hereby request that The Cardinal Health Center hold my bed space during my absence from The Cardinal Health Center. I understand that by making this request I am responsible for payment of the basic Health Center Daily Fee for each day that the bed space is held.

I, _______________________________, the Legal Representative of, a resident of The Cardinal Health Center skilled nursing facility, hereby request that The Cardinal Health Center hold his/her bed space while he/she is absent from the facility. I understand that I will be responsible for payment of the basic Health Center Daily Fee.

I understand that the basic Health Center Daily Fee is $300.00 per day.

Signature: _______________________________

Print Name: ______________________________

Signature/Title of Community Representative: ________________________________

A copy of this document must be filed in the Resident’s medical record.
Release of Bed Space

I, ________________________________________, a resident of The Cardinal Health Center skilled nursing facility, have been informed of The Cardinal Health Center’s bed-holding policy and hereby request that my bed not be held during my absence. I understand that by releasing my bed space I will be eligible for readmission to the first available semi-private room if I continue to meet the admission policies of The Cardinal Health Center skilled nursing facility.

I, ________________________________________, the Legal Representative of, a resident of The Cardinal Health Center skilled nursing facility, have been informed of The Cardinal Health Center’s bed-holding policy and hereby request that the Resident’s bed not be held during his/her absence. I understand that by releasing the Resident’s bed space the Resident will be eligible for readmission to the first available semi-private room if he/she continues to meet the admission policies of The Cardinal Health Center skilled nursing facility.

Signature: ________________________________

Print Name: ________________________________

Signature/Title of Community Representative: ________________________________

A copy of this document must be filed in the Resident's medical record.
Appendix F

Payments by Third Party Payors

1. Payment by the Medicare Program:
   a. Medicare Payment Eligibility

      The Medicare Program will pay for your nursing facility care and services at The
      Cardinal Health Center if and only if:

      i. We are able to accept payment from the Medicare Program;
      ii. You are eligible for nursing facility benefits under the current Medicare Program;
      iii. You have been admitted to The Cardinal Health Center within 30 days after a
           hospital stay or at least three (3) nights; AND
      iv. You require nursing services that must be performed or supervised by
          professional or technical personnel, based on current Medicare regulations.

      The current Medicare Program will pay for your nursing facility care and services at The Cardinal
      Health Center only if a bill is submitted to the Medicare Program for that care. Based on the four
      factors listed above, we will make the initial decision on whether or not to submit a bill to the
      Medicare Program for any portion of your first 100 days in nursing care at The Cardinal Health
      Center. We will give you or (if applicable) your Legal Representative or Responsible Party written
      notification when we first decide that we will not submit a bill to the Medicare Program. This
      notification is sometimes referred to as a Denial Letter or Notice of Non-Coverage. If, at that point,
      you or your Legal Representative or Responsible Party disagrees with our decision, you or your
      Legal Representative or Responsible Party can require us to bill the Medicare Program for up to
      100 days of care. Your direction to us is sometimes referred to as a direction to submit a Demand
      Bill. If the reason for the Denial Letter or Notice of Non-Coverage involves clinical reasons and
      you direct us to submit a Demand Bill, we will not bill you for any applicable co-payment or
      deductible. If the reason for the Denial Letter or Notice of Non-Coverage involves technical reasons
      (for example, you were not admitted to The Cardinal Health Center within 30 days after a hospital
      stay or at least three nights), then we may bill you while the Medicare Program considers the
      Demand Bill, and we will furnish you with an appropriate refund if the Medicare Program approves
      the Demand Bill, subject to your obligation to pay any applicable co-payment or deductible.
b. Daily Co-Payment

Currently the Medicare Program will pay for at most 100 days of your stay in nursing care at The Cardinal Health Center per spell of illness. During the 21st through 100th days, however, you will be responsible for paying a daily Medicare co-payment to us. The Medicare Program sets the amount of this daily co-payment.

c. Covered Items and Services

Payment by the Medicare Program currently includes payment for nursing services, certain therapies, use of a bed and the room in which the bed is located, linens, bedding, diapers and other incontinence supplies, routine laundry service, regular meals and snacks, certain equipment, social services, activities, and routine personal hygiene items which are required to meet your needs.

Certain items and services are not covered in the Medicare daily rate. Extra charges for those non-covered items and services are set forth in Appendix A of this Agreement. Certain other services are not included in our daily Medicare rate (such as dental care and optometry services) and are billed directly by the provider.

Future change in federal law may change the items and services that are included in payment by the Medicare Program to us. You will be notified of such changes as they may occur.

d. Medicare Managed Care Plans

We do not participate as a provider of nursing facility care and services under any Medicare managed care plan.