

EXHIBIT A

TO

**CONSENT ORDER OF DISMISSAL WITH
PREJUDICE**

Case Number: 2:05-1953-DCN-RSC

MUTUAL SETTLEMENT AGREEMENT AND RELEASE

This Mutual Settlement Agreement and Release ("Agreement") is made and entered into, by and among the Estate of Blanche W. Bell, Albert Harvey Bell, IV, and Clark D. Bell, the Personal Representatives (collectively referred to hereinafter as the "Estate"), and The Episcopal Church Home, d/b/a Bishop Gadsden Retirement Community (referred to hereinafter as "Bishop Gadsden"). The Estate and Bishop Gadsden are sometimes referred to singularly hereinafter as a "Party" or referred to collectively as the "Parties."

RECITALS

WHEREAS, on or about July 8, 2005, Blanche W. Bell filed a Complaint against Bishop Gadsden in the United State District Court, District of South Carolina, Charleston Division, bearing Civil Action Number 2:05-1953-DCN-RSC, in which Blanche W. Bell asserted claims for alleged violations of rights under the Federal Fair Housing Act, 42 U.S.C. §§ 3601, et seq., the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., the South Carolina Fair Housing Act, S.C. Code Ann. §§ 31-21-10, et seq., and the South Carolina Human Affairs Law, S.C. Code Ann. §§ 44-33-10, et seq.;

WHEREAS, the Parties entered into a Consent Order, filed on July 26, 2005, which allowed Blanche W. Bell to remain in her residence pending a resolution of the Federal Court Action, pursuant to the terms outlined in the Consent Order;

WHEREAS, Blanche W. Bell died on August 17, 2005, and on September 21, 2005, Blanche W. Bell, through her Estate, filed an Amended Complaint in which the aforementioned claims were again asserted, but the claims for declaratory and injunctive relief were omitted; and

WHEREAS, Bishop Gadsden timely responded to the Complaint and Amended Complaint, on July 28, 2005 and October 5, 2005, respectively, denying the material allegations and counterclaiming, and in its more recent Answer and Counterclaims, filed on October 5, 2005,

in response to the Amended Complaint, Bishop Gadsden asserted counterclaims for declaratory relief, breach of contract and breach of the implied covenant of good faith and fair dealing (the action is collectively referred to herein as the "Federal Court Action").

WHEREAS, NOW, the Parties desire to enter into this Agreement in order to provide for certain agreements and payments in full settlement and discharge of all Claims (as defined hereafter) and upon the terms and conditions set forth herein.

MUTUAL RELEASE AND DISCHARGE

A. MUTUAL AGREEMENTS.

In mutual consideration of the following agreements, the sufficiency of which is hereby acknowledged, the Parties agree, release and forever discharge each other from all Claims (as defined hereafter in Section B):

1. The Parties agree that Bishop Gadsden shall enact, upon execution of this Agreement, the Transfer Policy set forth in Exhibit "A," attached hereto and incorporated as if fully set forth herein. Nothing in this Agreement or in the Consent Order of Dismissal with Prejudice shall be construed to preclude Bishop Gadsden from modifying this Transfer Policy in any manner that may increase personal autonomy and choice for residents.
2. The Parties agree that Bishop Gadsden will use, upon execution of this Agreement, the terminology "personal attendants" when referring in written documentation to personal assistants, attendants or sitters at Bishop Gadsden. A resident's use of a personal attendant registry shall continue to be required when that resident obtains the services of a personal attendant to be rendered on the Bishop Gadsden campus, or the resident shall otherwise be required to provide appropriate documentation to Bishop Gadsden before obtaining services from the personal attendant on the Bishop Gadsden campus that the personal attendant

is engaged through a bonded company and has had current, appropriate and reasonable background checks and is not a former employee of Bishop Gadsden unless approved by the Executive Director. The personal attendant registry, as that phrase is used herein, is intended to refer to the "sitter registry," as it currently exists at Bishop Gadsden and as is more fully stated in the 2004 Resident Handbook at pages 50 through 53 (also called the "Private Duty Personnel (PDP) Policies" therein) and as is more fully stated in the Private Duty Personnel (PDP) Policies, R/H 128, effective March 1, 2004 and approved by signature of the Executive Director on March 29, 2004. A resident's use of a personal attendant will not, in and of itself alone, trigger a transfer assessment process or be considered grounds alone to require transfer. Without violating this Agreement or the Consent Order of Dismissal with Prejudice, Bishop Gadsden may provide additional options for residents to select personal attendants.

3. The Parties agree that residents shall continue to have the right to use Electric Motorized Devices ("EMDs" or "EMD") (EMDs shall include electric wheelchairs, electric scooters, electric carts and power chairs) on the Bishop Gadsden campus, after presentment to Bishop Gadsden of their attending physicians' written determination of medical necessity and ability to operate a particular model in a safe manner. Without violating this Agreement or the Consent Order of Dismissal with Prejudice, Bishop Gadsden may continue to require that certain traffic rules for EMDs be complied with for the safety of all residents on the Bishop Gadsden campus and the resident using the EMD, and Bishop Gadsden may also enact, or otherwise continue to enforce, upon execution of this Agreement, the Traffic Rules attached as Exhibit "B" and

incorporated as if fully set forth herein. The right to use prescribed EMDs shall also continue to be subject to, at a minimum, certain safety and fire rules mandated upon Bishop Gadsden by Federal, State and local authorities, such as, but not limited to, the State Fire Marshall and the South Carolina Department of Health and Environmental Control.

4. The Parties agree that Bishop Gadsden shall pay, upon the full execution of this Agreement, to Harriet McBryde Johnson the sum of Fifty Five Thousand and No/100 (\$55,000.00) Dollars. This payment shall be made payable to Harriet McBryde Johnson and shall be held in trust until the filing of the Consent Order of Dismissal with Prejudice, and thereafter disbursed for attorney fees as may be agreed to between the Estate and the attorneys of record for the Plaintiff in this Federal Court Action. Harriet McBryde Johnson assumes full responsibility for disbursement and all necessary accounting and reporting.

B. CLAIMS RELEASED.

By this Agreement, the Parties, for themselves, their respective attorneys, employees, directors, trustees, successors, assigns and/or heirs, mutually release all "Claims" as hereinafter defined, which each may have against the other. The Parties hereby acknowledge full satisfaction and settlement of all such Claims being released and fully understand that neither they nor their respective attorneys, employees, directors, trustees, representatives, insurers, successors, assigns or heirs can make any further such Claims against the persons, firms or corporations who are hereby released or against any person or persons representing them or any of them. It is specifically understood and agreed that this Agreement shall act and operate as a full and complete release of the Parties, their respective attorneys, employees, directors, trustees, representatives, insurers, successors, assigns and/or heirs, from any and all liability on account of the acts and things set out herein, and shall cover all injuries and damages, known or unknown,

regardless of whether the injuries and damages are more serious or different than the Parties now know or understand them to be, that it shall not be subject to any claim of mistake of fact and that this Agreement expresses a full, final and complete settlement of all liability claimed and/or denied by the Parties, and regardless of the adequacy or inadequacy of the amount paid and agreements made, it is intended to be final and complete between the Parties.

“Claims” shall be defined to include any and all actions of any kind, causes of action, claims, liens (including, but not limited to, liens for medical services), demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown injuries and damages of whatsoever nature, whether past, present or future, and the results of such injuries and damages, which the Parties now have or may hereafter have on account of any and all injuries or injurious results, direct or indirect, arising or to arise or caused by or resulting from the injuries of Blanche W. Bell and her Estate, allegedly resulting from her residence and time spent at Bishop Gadsden or in any way related thereto. “Claims” shall further include all claims which were raised or that could have been raised in the Federal Court Action.

C. **DISMISSAL OF THE CURRENT FEDERAL COURT ACTION WITH PREJUDICE.**

In consideration of the matters stated in this Agreement, the Parties authorize and direct their respective attorneys to dismiss with prejudice the Federal Court Action now pending (including all claims and counterclaims asserted therein) in the United States District Court, District of South Carolina, Charleston Division, being entitled: The Estate of Blanche W. Bell, by Albert Harvey Bell, IV and Clark D. Bell, the Personal Representatives vs. The Episcopal Church Home, d/b/a Bishop Gadsden Retirement Community, and bearing court file number 2:05-1953-DCN-RSC. A Consent Order of Dismissal with Prejudice, with this Agreement attached as Exhibit “A” thereto, will be filed with the Court.

D. COMMUNICATIONS WITH BISHOP GADSDEN RESIDENTS.

All communications to Bishop Gadsden residents about this Agreement and the agreements and policies enacted as mentioned herein shall be communicated to Bishop Gadsden residents solely by Bishop Gadsden and its representatives in compliance with the provisions stated herein. The Estate and its lawyers shall not initiate any communications, direct or indirect, oral or written, with Bishop Gadsden residents regarding this Agreement and the agreements and policies enacted as mentioned herein.

E. MISCELLANEOUS PROVISIONS.

1. Attorneys' Fees. Except as provided hereinabove in Paragraph A.4, each Party to this Agreement agrees to bear its own costs and attorneys' fees in connection with the Federal Court Action and the preparation and execution of this Agreement and any documents related to the performance of any obligation created by this Agreement.

2. Authority to Settle. Albert Harvey Bell, IV and Clark D. Bell, as the Personal Representatives, represent and warrant that they have the full authority to execute this Agreement and compromise the Claims described in this Agreement on behalf of the Estate of Blanche W. Bell. Bishop Gadsden likewise warrants that it has the authority to execute this Agreement and compromise the Claims as described in this Agreement.

3. No Admission of Liability. This Agreement is executed by the Parties for the sole purpose of avoiding the expense of litigation and compromising and settling all Claims as defined herein, and it is expressly understood and agreed, as a condition hereof, that this Agreement is not a concession or admission of wrongdoing or liability by any person or entity and shall not be used or construed as an admission of fault, omission, liability or wrongdoing on the part of any Party hereto.

4. No Admission of Compliance. The Estate, by signing this Agreement, does not agree or represent that it believes that the terms hereof represent full compliance with any applicable legal requirements.

5. No Claim of Prevailing Party. The Parties agree not to claim to be a prevailing party or otherwise talk to the press, media or other third-parties in any other public forum about being victorious or a prevailing party, or any similar characterization with respect thereto, in any aspect of this case.

6. South Carolina Law and Venue. This Agreement shall be in all respects interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. Venue shall lie in Charleston County, South Carolina.

7. Complete Understanding. The Parties acknowledge that this Agreement contains the full and complete agreement between them and that there are no oral or implied agreements or understandings which are not specifically set forth herein. Each Party acknowledges that no other Party, or agent or attorney of any other Party or any person, firm, corporation or any other entity has made any promise, representation, or warranty whatsoever, express, implied or statutory, not contained herein, concerning the subject matter hereof, to induce the execution of this Agreement. Each signatory also acknowledges that it or he has not executed this Agreement in reliance on any promise, representation, or warranty not contained in this Agreement.

8. Execution in Counterparts. This Agreement may be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute one and the same instrument.

9. Unenforceability of any Portion of this Agreement. If any part of this Agreement is determined to be unenforceable, the remainder of this Agreement shall continue to be valid and shall be enforceable to the fullest extent permitted by law.

10. Headings. The headings appearing at the commencement of paragraphs in this Agreement are descriptive only and for convenience of reference. Should any conflict arise between any such heading and the paragraph at the head of which it appears, the paragraph and not such heading shall control and govern the construction of this Agreement.

11. No Assignment. The Parties further represent and warrant that they have not heretofore assigned to any other person or entity all or any portion of any Claim whatsoever hereby released, and represent and warrant that they are the sole proper Parties to receive the benefits and/or proceeds of this Agreement.

12. Representation of Comprehension of Document. In entering into this Agreement, the Parties each represent that they have relied upon the advice of their respective attorneys and that the terms of this Agreement are fully understood and voluntarily accepted.

13. Additional Documents. All Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

14. Enforcement. The United States District Court retains jurisdiction over this Agreement, including the Attorney's Certification and Agreement, to enforce the contents hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

PLAINTIFF:

The Estate of Blanche W. Bell and Albert Harvey Bell, IV and Clark D. Bell, as Personal Representatives

By: Albert Harvey Bell, IV Date: 12-27-05
Albert Harvey Bell, IV
Personal Representative

STATE OF Michigan

COUNTY OF Oakland

I, KAREN VIHONSKY, a Notary Public of the aforesaid County and State, do hereby certify that Albert Harvey Bell, IV personally appeared before me this day and acknowledged that he is a personal representative of the Estate of Blanche W. Bell, and that by authority duly given and as an act of the Estate of Blanche W. Bell, the foregoing instrument was signed by him, and attested by himself as a personal representative of the Estate of Blanche W. Bell.

Witness my hand and notarial seal this 27th day of December, 2005.

Karen Vihonsky
Notary Public

My Commission Expires:

KAREN VIHONSKY
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Aug 27 2006
ACTING IN Oakland COUNTY, MI

SEAL:

PLAINTIFF:

The Estate of Blanche W. Bell and Albert Harvey Bell, IV and Clark D. Bell, as Personal Representatives

By: Clark D. Bell
Clark D. Bell
Personal Representative

Date: 12/27/05

STATE OF Michigan

COUNTY OF Oakland

I, KAREN Vihonsky, a Notary Public of the aforesaid County and State, do hereby certify that Clark D. Bell personally appeared before me this day and acknowledged that he is a personal representative of the Estate of Blanche W. Bell, and that by authority duly given and as an act of the Estate of Blanche W. Bell, the foregoing instrument was signed by him, and attested by himself as a personal representative of the Estate of Blanche W. Bell.

Witness my hand and notarial seal this 27th day of December, 2005.

Karen Vihonsky
Notary Public

My Commission Expires:

KAREN VIHONSKY
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Aug 27 2006
ACTING IN Oakland COUNTY, MI

SEAL:

DEFENDANT:

The Episcopal Church Home, d/b/a Bishop Gadsden Retirement Community

By: *C. William Travick*

Date: 12/29/05

Title: Executive Director

STATE OF South Carolina

COUNTY OF Charleston

I, Lydia E Cody, a Notary Public of the aforesaid County and State, do hereby certify that C. William Travick personally appeared before me this day and acknowledged that he is the representative of Bishop Gadsden Retirement Community, and that by authority duly given and as an act of Bishop Gadsden Retirement Community, the foregoing instrument was signed in its name by him, and attested by himself as Bishop Gadsden Retirement Community's representative.

Witness my hand and notarial seal this 29th day of December, 2005.

Lydia E Cody
Notary Public

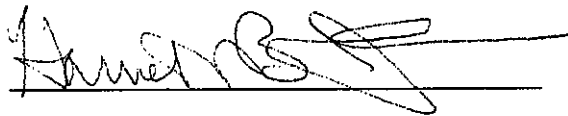
My Commission Expires:

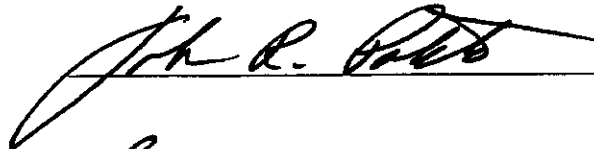
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SEAL:

Attorney's Certification and Agreement

I, the undersigned attorney for Plaintiff, hereby certify that the contents, meanings and effects of this Agreement have been carefully and fully explained to the Estate's Personal Representatives by me, and I have recommended that Plaintiff execute this Agreement for the consideration expressed therein. By doing so, I agree only that the Agreement is a reasonable and acceptable resolution to this controversy. Nothing in the Agreement shall be construed in a manner to restrict the practice of law of any attorney of record herein. As counsel in this case, I, too, agree not to claim that the Plaintiff is a prevailing party, or any similar characterization with respect thereto, or otherwise talk to the press, media or other third-parties in any other public forum about Plaintiff being victorious or a prevailing party in any aspect of this case. I agree to convey this agreement to not claim to be, victorious or a prevailing party, or any similar characterization with respect thereto, to all employees and associates of my practice or organization and agree to explain to them that they are likewise bound by this requirement. I further agree to not initiate or solicit communications orally or in writing, directly or indirectly, with Bishop Gadsden residents about this Agreement. (Communications initiated by Bishop Gadsden residents to me will not in and of themselves violate this Agreement, unless I otherwise violate the terms of this Agreement.) The United States District Court retains jurisdiction over this Agreement, including the Attorney's Certification and Agreement, to enforce the contents hereof.







Attorney's Certification and Agreement

I, the undersigned attorney for Plaintiff, hereby certify that the contents, meanings and effects of this Agreement have been carefully and fully explained to the Estate's Personal Representatives by me, and I have recommended that Plaintiff execute this Agreement for the consideration expressed therein. By doing so, I agree only that the Agreement is a reasonable and acceptable resolution to this controversy. Nothing in the Agreement shall be construed in a manner to restrict the practice of law of any attorney of record herein. As counsel in this case, I, too, agree not to claim that the Plaintiff is a prevailing party, or any similar characterization with respect thereto, or otherwise talk to the press, media or other third-parties in any other public forum about Plaintiff being victorious or a prevailing party in any aspect of this case. I agree to convey this agreement to not claim to be, victorious or a prevailing party, or any similar characterization with respect thereto, to all employees and associates of my practice or organization and agree to explain to them that they are likewise bound by this requirement. I further agree to not initiate or solicit communications orally or in writing, directly or indirectly, with Bishop Gadsden residents about this Agreement. (Communications initiated by Bishop Gadsden residents to me will not in and of themselves violate this Agreement, unless I otherwise violate the terms of this Agreement.) The United States District Court retains jurisdiction over this Agreement, including the Attorney's Certification and Agreement, to enforce the contents hereof.

Dated: 28 December 05


Susan Ann Sluett
Senior Attorney AARP
Foundation Litigation
601 E St. NW Rm 44-140
WASHINGTON DC 20049

202 434 2060
fax 200 2734 6424

Attorney's Certification and Agreement

I, the undersigned attorney for Defendant, hereby certify that the contents, meanings and effects of this Agreement have been carefully and fully explained to it by me, and I have recommended that Defendant execute this Agreement for the consideration expressed therein. Nothing in the Agreement shall be construed in a manner to restrict the practice of law of any attorney of record herein. As counsel in this case, I, too, agree not to claim that the Defendant is a prevailing party or otherwise talk to the press, media or other third-parties in any other public forum about Defendant being victorious or a prevailing party, or any similar characterization with respect thereto, in any aspect of this case. I agree to convey this agreement to not claim to be victorious or a prevailing party, or any similar characterization with respect thereto, to all employees and associates of my practice or organization and agree to explain to them that they are likewise bound by this requirement. The United States District Court retains jurisdiction over this Agreement, including the Attorney's Certification and Agreement, to enforce the contents hereof.


Trudy H. Robertson



Donald B. Meyer

Attorney's Certification and Agreement

I, the undersigned attorney for Defendant, hereby certify that the contents, meanings and effects of this Agreement have been carefully and fully explained to it by me, and I have recommended that Defendant execute this Agreement for the consideration expressed therein. Nothing in the Agreement shall be construed in a manner to restrict the practice of law of any attorney of record herein. As counsel in this case, I, too, agree not to claim that the Defendant is a prevailing party or otherwise talk to the press, media or other third-parties in any other public forum about Defendant being victorious or a prevailing party, or any similar characterization with respect thereto, in any aspect of this case. I agree to convey this agreement to not claim to be victorious or a prevailing party, or any similar characterization with respect thereto, to all employees and associates of my practice or organization and agree to explain to them that they are likewise bound by this requirement. The United States District Court retains jurisdiction over this Agreement, including the Attorney's Certification and Agreement, to enforce the contents hereof.



STEVEN J. EDELSTEIN

COUNCILMAN, KITTAT :

EDELSTEIN, PC

NO 12 CROSS, GA

EXHIBIT "A"

TRANSFER POLICY

Considerations for a transfer of a Resident (as defined herein) of Bishop Gadsden to an apartment, assisted living, the healthcare center, or memory support (collectively "the continuum of care") may initiate with the Resident, the Resident's family, the Resident's physician, the Transfer Committee (as defined herein) or Bishop Gadsden management personnel.

The procedures and conditions under which a Resident may be voluntarily and involuntarily transferred from a designated living unit will, at a minimum, include provisions addressing all of the following circumstances:

A. The following definitions apply to this Transfer Policy:

1. "Resident" means the resident and/or a person designated by the resident as his or her authorized representative or a person duly appointed by a court with proper jurisdiction to make healthcare decisions on behalf of the resident if the resident is unable to do so, as the context hereafter requires.

2. "Transfer Committee" means an interdisciplinary team including but not limited to the associate director, director of social services, wellness nurse and others as deemed appropriate.

3. "Letter of Explanation" means written confirmation of the care conference to include the reasons for the transfer, the effective date, and the designated level of care or location to which the Resident will be transferred. The letter will also outline the process to resolve disputed transfer decisions.

B. A Resident shall transfer within the continuum of care under the following conditions, taking into consideration the appropriateness and necessity of the transfer to ensure a Resident's well-being and the goal of promoting Resident self-sufficiency:

1. The Resident develops a physical or mental condition or engages in behavior that endangers the health, safety, or well-being of the Resident or others.

2. The Resident's condition or needs exceed that which may be provided adequately and safely in the current residence or exceeds that which is permitted by state regulatory agencies.

3. If Bishop Gadsden's continuum of care is not adequate or has no facilities available to provide the level of care necessary to ensure the Resident's well-being, the Resident may be required to transfer to a hospital or other health care facility.

D. The Resident has the right to a prompt and timely review of the transfer process. The Dispute Resolution Process is provided below. Pending the decision of the Dispute Resolution Process, the Resident will be required to pay for the extra care needed to reside safely in his or her current residence. If the Resident remains in his or her residence over the objection of Bishop Gadsden during the Dispute Resolution Process, the Resident will indemnify and hold harmless Bishop Gadsden regarding any injury caused by the failure to receive care at the level proposed by Bishop Gadsden.

If at any time the Resident desires to waive his or her right any part of the Bishop Gadsden Dispute Resolution Process, the Resident may proceed directly to binding arbitration.

1. Subsequent Care Conference. The Resident has the right to review the transfer decision at a Subsequent Care Conference that shall include Transfer Committee members, the Resident, and upon the Resident's request, family members, the Resident's physician or other appropriate healthcare professional, and other members of Bishop Gadsden's interdisciplinary team, including, but not limited to, medical personnel, social workers, therapists of Bishop Gadsden, and healthcare consultants engaged by Bishop Gadsden. If a Subsequent Care Conference is desired, the Resident shall notify Bishop Gadsden in writing to the attention of the Executive Director within five (5) days of receiving the Letter of Explanation. The Subsequent Care Conference will be scheduled within seven (7) days of receipt of the Resident's request.

2. Review Committee Hearing.

(a) The Resident has a right to request a Review Committee Hearing within five (5) days of the Subsequent Care Conference. This request must be in writing and delivered to the Bishop Gadsden Executive Director, who shall promptly deliver the same to the Chairperson of the Board of Trustees of Bishop Gadsden. The request shall state the reasons for the dispute of the transfer decision.

(b) If the Resident timely requests in writing a Review Committee Hearing, the Chairperson of the Board of Trustees of Bishop Gadsden shall appoint within five (5) business days of receipt of the request, a Review Committee composed of not less than three (3) persons, including the following: a member of the Board of Trustees, the Bishop Gadsden medical director, and a physician chosen by the Resident. No person who has actively participated previously in the consideration of the transfer issue at any previous level shall be permitted to serve on the Review Committee. The Board of Trustees shall notify the Resident in writing of the following:

- i. The members of the Review Committee; and
- ii. The time, place and date of the scheduled Review Committee hearing, such date to be no less than fifteen (15) days and no more than thirty (30) days from the date of such written notice; provided, however, that if the Resident has included in his or her written request for such hearing that the Review Committee Hearing be expedited, the hearing shall be held as soon as

arrangements may reasonably be made, preferably within five (5) business days of the receipt of the Resident's written request for the hearing.

(c) The Resident and the members of the Review Committee are required to be present at the Review Committee hearing. The Resident is neither required nor permitted, however, to be present during the deliberations of the Review Committee after the hearing has been concluded.

(d) Postponement of the Review Committee Hearing beyond the time set forth in this Transfer Policy shall be made only with the approval of the Review Committee, for good cause shown, as determined within its sole discretion.

(e) The Resident shall be entitled to be accompanied by, and/or represented at, the Review Committee Hearing by one (1) attorney and/or one (1) other person of his or her choice. The Transfer Committee (the proponent of the transfer action under consideration) shall also be entitled to be represented by one (1) attorney or other person of its choice and shall also appoint one (1) of its members to present, or to assist in presenting, the grounds for the transfer action.

(f) If requested by the Resident or Bishop Gadsden, the Review Committee shall ensure that an accurate record of the Review Committee Hearing is made by either a court reporter or an electronic recording unit. The Resident may obtain a copy of the Review Committee hearing proceedings upon written request and the payment of a reasonable charge, but shall not be permitted to record the proceedings independently.

(g) The representative of the Transfer Committee shall proceed first with the oral presentation in support of the proposal for the transfer action. Thereafter, the Resident shall proceed with his or her oral presentation.

(h) Both the proponent of the transfer action and the Resident shall be permitted to also submit written memoranda and affidavits concerning any issue or fact prior to, during or at the close of the Review Committee Hearing, within a reasonable time determined by the Review Committee in its sole discretion.

(i) Upon conclusion of the presentation of oral presentations and submissions of written memoranda, the Review Committee Hearing shall be closed. The Review Committee may thereupon, at a time convenient to itself, but within five (5) business days, conduct its deliberations outside the presence of the Resident. The Review Committee shall recommend affirmation, rejection, or modification of the transfer decision. An affirmative vote of a majority of the members of the Review Committee is required for a decision.

(j) Within five (5) business days after final adjournment of the Review Committee Hearing, which shall include the conclusion of the review committee's deliberations and the receipt of all written submissions, the Review Committee shall deliver a written report to the Chairperson of the Board of Trustees and the Executive

Director stating in full its findings, the reasons and evidence upon which it based its findings and its recommendations. The Executive Director shall then deliver a copy of the same to the Resident, by delivery or by certified mail, return receipt requested. The Transfer Committee shall also be provided a copy of the written report.

(k) The standard by which the Review Committee shall review the arguments and statements is whether the conclusion to transfer as drawn from facts is arbitrary, unreasonable or capricious, or whether there was substantial failure by Bishop Gadsden to comply with the procedures outlined in this Transfer Policy.

3. Binding Arbitration. If the Resident disputes an affirmed or modified transfer decision, then he or she may submit the matter to binding arbitration. Such notification of an arbitration request shall be made in writing to the Executive Director no later than ten (10) days of the Review Committee's decision (or the Resident may proceed directly to binding arbitration with written notice to the Executive Director no later than ten (10) days of the initial Letter of Explanation, waiving the Subsequent Care Conference and/or Review Committee Hearing). The American Health Lawyers Association arbitration rules and procedures shall govern. The arbitration shall be held in Charleston, South Carolina, and the parties shall share equally the costs and expenses of the arbitrators. Otherwise, the parties shall bear their own costs of arbitration, including their own attorneys' fees. The standard by which Arbitration shall be governed is whether the conclusion to transfer as drawn from facts is arbitrary, unreasonable or capricious, or whether there was substantial failure by Bishop Gadsden to comply with the procedures outlined in this Transfer Policy. Should the arbitration result in a decision in favor of the Resident, then he or she shall stay in his or her residence, and Bishop Gadsden agrees to accept the arbitration decision as binding. Should the Resident's health condition be determined thereafter, however, to become materially different, then the Resident or Bishop Gadsden reserves their respective rights to initiate the transfer process again pursuant to this Policy at a later date. Should the arbitration result in a decision in favor of Bishop Gadsden, then the Resident shall transfer as determined by Bishop Gadsden, or may elect to terminate his or her Residence and Services Agreement. If the Resident refuses to transfer and does not elect to terminate his or her Residence and Services Agreement, then Bishop Gadsden reserves the right to terminate the Residence and Services Agreement and the Resident fully agrees to move from Bishop Gadsden within five (5) business days.

EXHIBIT "B"

TRAFFIC RULES

The following traffic rules must be adhered to by the resident when operating an Electric Motorized Device ("EMD") on the Bishop Gadsden campus. EMDs include electric wheelchairs, electric scooters, electric carts, and power chairs.

1. To help ensure the safe operation of EMDs, EMDs must be operated on "low speed" at all times.
2. The only person authorized to operate an EMD on the premises is the owner/operator who, if requested, must provide a physician's verification of his/her need for the EMD; no one else is authorized to operate an EMD on the premises.
3. EMDs must be parked inside the owner/operator's apartment or the apartment of the resident he/she may be visiting; EMDs must not be left unattended in the hallways, stairways, or other common areas.
4. EMDs must be recharged only within the owner/operator's apartment.
5. Pedestrians must be given the right of way at all times; ample notice must be provided before passing pedestrians in the hallways. EMDs should be driven on the right side of the hallways.
6. Extreme care must be taken while entering and exiting the elevators with an EMD. Owner/operators must back into all elevators. Before entering or exiting an elevator, owner/operators must be able to visually inspect the area ahead and behind them to make certain that it is clear of all pedestrians and obstructions. Owner/operators, who are unable to do this, must outfit their EMD with mirrors.
7. Owner/operators are solely responsible for all upkeep and repairs on their EMDs.
8. Owner/operators are responsible for any damage caused by their EMD in excess of normal wear and tear.
9. Bishop Gadsden Management is not responsible for any damage to EMDs caused by other owners, residents or guests.
10. No parking of EMDs is permitted in the Commons, except in the designated cart parking areas, the activity/crafts/village shop hall, the rehab/pool area, and the Lewis Fitness Center. Any unoccupied vehicle found in other areas will be moved, and it will be the responsibility of the owner to claim it. Use of EMDs in certain other areas of the building and at certain times of the day may be restricted because of congestion in the hallways and common areas. Such restrictions will be posted separately on the bulletin board at least 24 hours beforehand.

11. If an owner/operator drives an EMD in an unsafe manner, causes injury to other residents or creates excessive damage to the property, the owner/operator may be required to provide third party verification of his/her ability to operate the EMD in a safe manner. Continued violation of this rule may result in loss of EMD privileges.

12. Under certain circumstances these rules may be further modified to reasonably accommodate the needs of individual owners.