

FAX 214 291 5845  
Allen 480 323 2205  
**National Advisor Agreement**  
Sweat Equity Initiative

This Agreement is made, entered into and effective the 13<sup>th</sup> day of Feb., 2007 by and between Wellspring Healthcare Enterprises, Inc. with its mailing address being at 5101 East University Drive, #616, Denton, TX 76208 (hereinafter referred to as "Company"), and Jerome L. Greenberg DC (hereinafter referred to as "Advisor").

Whereas, Company offers health & wellness-based risk management programs to employers, groups, and individuals.

Whereas, Advisor desires to participate in Company's Sweat Equity Initiative and contribute as a National Advisor.

Whereas, Company's obligations contained in this Agreement is expressly contingent upon Advisor fully executing the debt/equity financing resulting in a capital infusion of the amount to Company as approved and funded by a Company-arranged third party finance company via a Software/License Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, both parties agree to follow terms and conditions:

1. Company agrees to provide Advisor the following:
  - A. a monthly Advisor Consulting Payment equivalent to the monthly Lease Payment for associated software/licensure lease plus any applicable sales taxes due a minimum of five business days prior to the Advisor's payment to third party financing company for aforementioned Lease Payment;
    - i. Company agrees to unconditionally guarantee said Advisor Consulting Payment to offset the monthly software/licensure lease payment offsetting the lease cost and applicable sales taxes; and
    - ii. Company pledges Company assets as collateral.
  - B. a full Health Coach License including the software, training, tools, support, and sales/marketing assistance;
    - i. License shall be for an initial thirty-six month term matching the term of this Agreement;
    - ii. upon active participation as a National Advisor, as defined in Paragraph 2, during the initial term of this Agreement, the License's term shall be extended to a perpetual License with no renewal dues or fees;
  - C. reimbursement of reasonable travel expenses for Company-approved travel including quarterly face-to-face Advisor Meetings;
  - D. 250 shares of Wellspring Healthcare Enterprises, Inc. common stock as follows;
    - i. shares to be distributed to Advisor ninety (90) days after the effective date of this Agreement;
    - ii. shares to be 33% vested after one year of active participation as a Network Advisor, 66% after two years, and fully vested after three years.
  - E. payment of \$500 for each warm referral of a prospective Health Coach who attends a Company on-demand webinar or Company-sponsored regional opportunity briefing and cites Advisor as referral source who Licenses within thirty days of initial webinar viewing/briefing attendance.
2. Advisor agrees to:
  - A. fully participate in a Wellspring Committee;
  - B. fully participate as a National Advisor as follows:
    - a. make a good faith effort to attend one of two weekly, one hour National Advisor calls and quarterly meetings (held in conjunction with quarterly Face-To-Face Committee Meetings);
    - b. serve as a reference, in a timely and urgent matter, for prospective Health Coaches to assist in the development of Company's national network of Health Coaches; and
    - c. identify prospective Health Coaches in Advisor's geographic area to provide education/intervention for Company's corporate clients as the need arises and encourage to explore the opportunity;
      - i. identify qualified prospective Health Coaches;
      - ii. make initial contact to introduce opportunity and encourage to attend informational, on-demand webinar or Company-sponsored regional opportunity briefing; and
      - iii. follow up to confirm prospect attended webinar.
  - C. make a good faith effort to make a minimum of two warm referrals of prospective Health Coaches per calendar month who minimally attend an on-demand webinar or Company-sponsored regional opportunity briefing;
  - D. actively participate as a local Health Coach; and
  - E. complete the Licensure/Software application and financing.
3. TERM. Company agrees to provide responsibilities described in Paragraph 1 for an initial 36 month period.
4. Advisor will make no representations, warranties or commitments binding Company without Company's prior written consent.

Yahoo! Mail - drjerry407@yahoo.com

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**From:** "Thomas J. Montgomery, MHA, MBA" <tmontgomery@wellspring-healthcare.com>  
Add Mobile Alert**To:** drjerry407@yahoo.com**CC:** gmarshall@wellspring-healthcare.com, "Dr. Judd Fuhr" <drfuhr@wellspring-healthcare.com>**Subject:** National Advisor Payment**Date:** Wed, 26 Mar 2008 14:03:45 -0500

Dr. Greenberg,

We'll have your Advisor payment to you in a few days. We had an unexpected delay in getting some deals funded with the tightened financial markets impacting cash flow. Several deals were pushed back a couple weeks but should be funding next week to get us back on track.

I'm sorry for the delay.

Sincerely,

Thomas J. Montgomery, MHA, MBA  
Wellspring Healthcare Enterprises, Inc.  
Toll Free: 877-935-5777  
Fax: 214-291-5845

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working adults.](#)[Previous](#) | [Next](#) | [Back to Messages](#)**Delete****Reply****Forward****Spam****Move...**This message is not flagged. [ [Flag Message](#) - [Mark as Unread](#) ][Printable View](#)**From:** "Thomas J. Montgomery, MHA, MBA" <tmontgomery@wellspring-healthcare.com>  
Add Mobile Alert**To:** "dr jerry" <drjerry407@yahoo.com>**CC:** "Dr. Judd Fuhr" <drfuhr@wellspring-healthcare.com>, gmarshall@wellspring-healthcare.com**Subject:** RE: National Advisor Payment**Date:** Wed, 26 Mar 2008 14:52:34 -0500

Dr. Greenberg,

Sorry for the scare.

I thought we'd be able to cut the checks this week but the deals aren't funding until next causing us to be delayed (for the first time) on our Advisor Stipends.

I apologize and everything is ok but just pushed back a bit. We have somewhere between \$100k and \$200k coming in next week if all goes as planned.

Sincerely,

Tom

**From:** dr jerry [mailto:drjerry407@yahoo.com]**Sent:** Wednesday, March 26, 2008 2:33 PM**To:** Thomas J. Montgomery, MHA, MBA**Subject:** Re: National Advisor Payment

Tom,

You're scaring me!

Please don't make me go through this every month with no returned phone calls. It isn't fair.

Jerry

**"Thomas J. Montgomery, MHA, MBA" <tmontgomery@wellspring-healthcare.com> wrote:**

Dr. Greenberg,

We'll have your Advisor payment to you in a few days. We had an

GUARANTEE ADDENDUM  
TO THE NATIONAL ADVISOR AGREEMENT BY AND BETWEEN

EMPIRE CHIROPRACTIC AND  
WELLSPRING HEALTHCARE ENTERPRISES, INC.

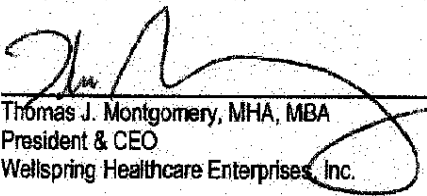
MARCH 5, 2008

This Amendment shall serve to alter some of the terms and conditions, or create additional obligations, contained in the Agreement by and between:

Jerome Greenburg/EMIRE CHIROPRACTIC, "National Advisor"  
and "Company", dated 3/5/2008

To the extent that the provisions of this Addendum shall conflict with provisions of the primary Agreement, the provisions of this Addendum shall control. All other terms and conditions not specifically mentioned herein shall remain the same.

*Company agrees to directly assume lease obligations and make payments directly to third party leasing company if National Advisor seeks to terminate the National Advisor Agreement.*

  
Thomas J. Montgomery, MHA, MBA  
President & CEO  
Wellspring Healthcare Enterprises, Inc.

3/5/2008  
Date

  
National Advisor's Signature

National Advisor's Printed Name

3-12-08  
Date

Signor's Title